

**SANTA FE COUNTY  
AMENDMENT NO. 2 TO THE AGREEMENT  
FOR CONSULTING PHARMACIST WITH CBA CONSULTING  
FOR SANTA FE COUNTY FIRE DEPARTMENT**

**THIS AMENDMENT** is made and entered into this 31<sup>st</sup> day of August 2015, by and between **Santa Fe County**, hereinafter referred to as "County", a New Mexico political subdivision, and **CBA Consulting**, 139 Calle Galisteo, Santa Fe, NM 87508, hereafter referred to as "Contractor."

**WHEREAS**, in accordance with Section 13-1-125 NMSA 1978 (small purchase procurement), the County issued Letter of Interest No. 2014-0067-FD/IC to provide quality and professional consulting pharmacist services to its Emergency Medical Services Clinic for the Santa Fe County Fire Department; and

**WHEREAS**, the County and the Contractor entered into Agreement No. 2014-0067-FD/IC on September 4, 2013 to provide professional consulting pharmacist services to Santa Fe County Fire Department's Emergency Medical Services Clinic; and

**WHEREAS**, Article 15, "NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED," of Agreement No. 2014-0067-FD/IC allows the parties to amend the Agreement by an instrument in writing executed by the parties hereto; and

**WHEREAS**, by Amendment No. 1 the Agreement was amended to extend the term of the Agreement to September 4, 2015 and increase the compensation by \$7,500.00 for a total Agreement amount of \$15,000.00; and

**WHEREAS**, by this Amendment No. 2 the County desires to extend the term of this Agreement for an additional year to September 4, 2016 and increase the compensation by \$7,500.00 for a total Agreement amount of \$22,500.00; and

**WHEREAS**, both parties desire to enter into this Amendment No. 2.

**NOW THEREFORE**, the parties agree as follows:

1. **ARTICLE 2. "COMPENSATION AND INVOICING"** a new subparagraph "A.2.b" is inserted to read as follows:

b. By Amendment No. 2, the County exercised its second option to extend this Agreement from September 4, 2015 to September 3, 2016. The total amount payable to the Contractor, exclusive of NM gross receipts tax, shall not exceed seven thousand five hundred dollars and no cents (\$7,500.00) annually. The total amount payable to the Contractor under this Agreement, as amended, shall not exceed twenty two thousand five hundred dollars and no cents (\$22,500.00), exclusive of NM gross receipts tax.

2. ARTICLE 3. "EFFECTIVE DATE AND TERM" is amended by deleting the second sentence and replace it with: The County has the option to extend the term of this Agreement upon the same terms and conditions in one-year increments for a term not to exceed a total of four years.


3. ARTICLE 3. "EFFECTIVE DATE AND TERM" a new subparagraph "3.b" is inserted to read as follows:

b. By Amendment No. 2, the County notifies Contractor and exercised the County's second option to extend the term of this Agreement for one year from September 4, 2015 to September 4, 2016 on the same terms and conditions as stated herein and a \$7,500.00 increase in compensation.

4. All other provisions of Agreement No. 2014-0067-FD/IC not specifically amended or modified by this Amendment No. 2 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

**SANTA FE COUNTY:**

  
Katherine Miller  
Santa Fe County Manager

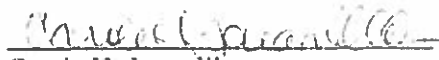
7-20-15  
Date

Approved as to form

  
Gregory S. Shaffer  
Santa Fe County Attorney

8/13/15  
Date

Finance Department Approval

  
Carole H. Jaramillo  
Finance Director

8/17/15  
Date

**CONTRACTOR:**

  
(Signature)

8/31/15  
Date

Christine Atwell  
(Print Name)