

**AMENDMENT NO. 2  
TO SANTA FE COUNTY  
PROFESSIONAL SERVICES AGREEMENT  
WITH PETER D. & COMPANY, INC.  
FOR DWI PREVENTION PROGRAMS**

**THIS AMENDMENT** is made and entered into on the 10th day of October, 2013, by and between **Santa Fe County** (hereinafter referred to as the "County") and **Peter D. & Company, Inc.**, 2079 Camino Lado, Santa Fe, NM 87505 (hereinafter the "Contractor").

**WHEREAS**, pursuant to RFP # 2013-0078-DWI/MS, the County and Contractor entered into Agreement No. 2013-0078-A-DWI/MS for the Contractor's provision of evidence-based prevention programs to reduce underage drinking, DWI, and related risk factors among Santa Fe County youth (Media Literacy Prevention Program);

**WHEREAS**, the term of Agreement No. 2013-0078-A-DWI/MS is from December 14, 2012 to December 14, 2013 and the original contract sum was \$22,768.00;

**WHEREAS**, pursuant to Article 15 (Amendment) which permits the parties to amend the Agreement by an instrument in writing, on May 8, 2013 Agreement No. 2013-0078-A-DWI/MS was amended to add additional academic locations where Contractor is to conduct its programs and increase the Contractor's compensation by \$2,700.00;

**WHEREAS**, with Amendment No. 1 the not-to-exceed contract sum of the Agreement is \$25,468.00, exclusive of gross receipts tax;

**WHEREAS**, the term of the Agreement is due to expire December 14, 2013 and the County wishes to have Contractor continue its prevention programs, increase the Contractor's compensation, and modify the Agreement such that the Contractor's services are performed during the regular academic school year;

**WHEREAS**, the parties wish to amend Agreement No. 2013-0078-A-DWI/MS as stated below.

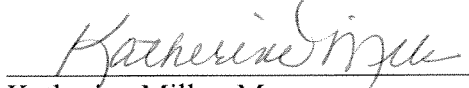
**NOW, THEREFORE**, in consideration of the premises and mutual obligations herein, the parties mutually agree as follows:

1. In the title of Agreement No. 2013-0078-A-DWI/MS, correct the word "PREVENTION."
2. Paragraph 1, SCOPE OF WORK, is amended by inserting the phrase "during the regular academic year" after the word "services."

3. Paragraph 1.F. SCOPE OF WORK, is corrected by changing the word “provide” to “provided.”
4. Paragraph 2, COMPENSATION, INVOICING, AND SET-OFF, is amended by inserting a subparagraph “A.1)(a)” to read as follows:
  - (a) By Amendment No. 2, the County exercised its first option to renew the term of this Agreement. The compensation payable to the Contractor for the renewal from December 14, 2013 to June 30, 2014 shall not exceed twenty two thousand seven hundred sixty eight dollars (\$22,768.00). The total amount payable to the Contractor under this Agreement, as amended and renewed, shall not exceed forty eight thousand two hundred thirty six dollars (\$48,236.00), exclusive of NM gross receipts tax.
5. Paragraph 3, EFFECTIVE DATE AND TERM, is amended by inserting a subparagraph “A” to read as follows:
  - A. By Amendment No. 2 to this Agreement, the County exercised its first option to renew the term of this Agreement. Amendment No. 2 shall be effective upon the date first written above and the renewed term of this Agreement shall be from December 14, 2013 to June 30, 2014.
6. All other provisions of Agreement No. 2013-0078-A-DWI/MS not amended or modified by this Amendment No. 2 shall remain in full force and effect.

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

**SANTA FE COUNTY**

  
Katherine Miller, Manager

Date: 9.27.13

Approved as to form:

  
Stephen C. Ross, County Attorney

Date: 9/18/13

Finance Department

  
Teresa C. Martinez, Director

Date: 9/23/13

Contractor Peter D. & Company



(signature and title)

Date:

10/5/13

PETER DE BENEDITIS, P.H.D.  
PRESIDENT, PETER D. & CO.

