

**AMENDMENT NO. 2
TO AGREEMENT BETWEEN
SANTA FE COUNTY AND GLORIETA GEOSCIENCE, INC.**

THIS AMENDMENT is made and entered into this 7th day of JULY 2016, by and between **SANTA FE COUNTY**, (hereinafter referred to as the "County"), and **GLORIETA GEOSCIENCE, INC.**, (hereinafter referred to as the "Contractor").

WHEREAS, the County and Contractor entered into Agreement No. 2015-0294-PW/BT on July 9, 2015 (the Agreement), to provide for the Contractor's provision of professional services to complete a thorough review, analysis and assessment of all County Water Service Agreements (WSAs); and

WHEREAS, Article 15 (No Oral Modifications; Written Amendments Required) of the Agreement allows the parties to amend the Agreement by an instrument in writing executed by the parties hereto; and

WHEREAS, the Agreement was amended by Amendment No. 1 to correct an error in the Agreement and increase the Contractor's compensation by \$10,000; and

WHEREAS, the parties wish to further amend the Agreement by this Amendment No. 2 to provide for additional duties by the County to enable Contractor to complete the Deliverables, and extend the term of the Agreement for five (5) months; and

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

NOW THEREFORE, it is mutually agreed between the parties that the Agreement is amended as follows:

1. Article 1 (Scope of Work), A.(9) of the Contractor's duties is amended by inserting the following: Provide a status memo to the County outlining all WSA entities, and specifying those that need resolution before a Cover Letter can be finalized for that WSA (CUBIC billing, undeveloped lot(s), legal inquiries, or other review needed).
2. Article 1 (Scope of Work), new subparts (12) through (15) are added to the County's duties:
 - (12) Retrieve from archives, if necessary, utility accounting and billing records recorded in the CUBIC software. Review and reconcile the records and provide the information and data to Contractor in order that Contractor may accurately assess the billing/payment status of each WSA entity.
 - (13) Consult with and obtain information and records from Santa Fe County Land Use Office and Assessor's Office regarding development with associated WSAs and the status and history of the development in order for Contractor to determine past due standby fees.
 - (14) Review all drafts of cover letters prepared by Contractor.

- (15) Communicate with the Contractor to ensure that Contractor's report to the Board of County Commissioners contains accurate and up-to-date information about all WSAs.
3. Article 5 (Effective Date and Term) is amended by inserting a subparagraph "A" to read:
- A. By this Amendment No. 2, the County hereby notifies the Contractor that the term of this Agreement is extended five (5) months to December 9, 2016.
4. All other provisions of Agreement No. 2015-0294-PW/PL including Contractor's Deliverables and hourly rates as stated in Attachment 1 to the original Agreement, 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 No. 2 to Agreement No. 2015-0294-PW/BT as of the last date of signature by the parties hereto.

SANTA FE COUNTY:


Katherine Miller
Santa Fe County Manager

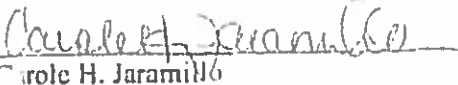
7.7.16
Date

Approved as to form


Gregory S. Shaffer
Santa Fe County Attorney

6-7-16
Date

Finance Department


Carole H. Jaramillo
Finance Director

6/9/16
Date

CONTRACTOR:


(Signature)

JAY LAZARE
(Print Name)

Print Title Pres/ Sr. Account Manager

6/9/16
Date