

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICE AGREEMENT BETWEEN
SANTA FE COUNTY AND SANTA FE BUSINESS INCUBATOR TO PROVIDE
BUSINESS OUTREACH, TRAINING AND BUSINESS DEVELOPMENT SERVICES**

THIS AMENDMENT is made and entered into as of this 23rd day of June, 2017, by and between **Santa Fe County** (hereinafter referred to as "County") and **Santa Fe Business Incubator** (hereinafter referred to as "Contractor").

WHEREAS, pursuant to a sole source determination by the Chief Procurement Officer, and pursuant to NMSA 1978, Section 13-1-126, the County and Contractor entered into Agreement No. 2016-0264-GM/BT on February 22, 2016 (the Agreement); and

WHEREAS, under the Agreement the Contractor will provide the services of a business incubator to provide select and unique services for outreach, tracking and training for Santa Fe County businesses located outside the incorporated area of the County; and

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

WHEREAS, by Amendment No. 1 the Agreement was amended to increase the Contractor's compensation in the amount of \$25,000.00 to compensate the Contractor for additional services to be provided; and

WHEREAS, the parties desire to enter into this Amendment No. 2 to increase the compensation payable to the Contractor in the amount of \$20,000.00 for additional services for a total contract sum not-to-exceed \$70,000.00.

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES
AS FOLLOWS:**

1. Article 1.A of the Agreement (Scope of work) is amended by inserting the following additional services as paragraphs 8, 9, 10, 11, 12 and 13 to read:
 - 8) Identification of Target Communities. Contractor shall work with the County to identify, evaluate and select two communities for the pilot program - one will be in the Northern region and one in the South or South Central region of the County.
 - 9) Identification of Community Partners. Identify and work with existing community business leaders, organizations, programs or other entities in the communities to engage local businesses and potential entrepreneurs. Meetings and program events shall be advertised and shall take place in convenient locations in each

community. A list of participating community partners, number of general attendees, and a report on the activities and outcomes of each meeting or program shall be provided to the County.

- 10) Provision of Business Assistance. Provide access to business assistance services in the selected communities. The exact business assistance to be delivered in each community during the original pilot program will be selected by community leaders and potential participants. The options available to communities shall include without limitation:
 - a) Outreach to individual businesses;
 - b) One-to-one business consultations and/or micro-consultations;
 - c) Growth-Wheel business growth workshop; and,
 - d) Individualized referrals to targeted business resources in the greater Santa Fe County areas. Information about broader business resources and business assistance programs in the greater Santa Fe area will be made available and assistance in accessing those programs and services will be available. Information about access to business financing, capital and lending will also be made available.
- 11) Feedback Mechanisms. Feedback mechanisms will be implemented to provide information on the needs and interests of businesses in the County. A survey/questionnaire will be provided to the businesses and analysis of the results will be included in a final report.
- 12) Advertise Santa Fe County as Sponsor. Santa Fe County shall be highlighted as the responsible party for the program in all advertisements and materials related to the program. Appropriate and willing businesses can be highlighted as success stories.
- 13) Presentation. A final presentation will be made to the Santa Fe County Board of County Commissioners. Contractor will report on the number of businesses targeted, what was provided and garnered from the consultations, outcome of growth workshops, feedback from the communities assisted, and future needs identified with this program.

2. Article 2.A.1. of the Agreement (Compensation, Invoicing and Set-off) is amended by inserting a subparagraph "d" to read:

- d) By Amendment No. 2 to this Agreement, the compensation payable to the Contractor is increased by a sum of \$20,000.00. The total amount payable to the Contractor for the term of this Agreement shall not exceed \$70,000, inclusive of New Mexico gross receipts tax.

3. All other provisions of the Agreement not specifically amended or modified by Amendment No. 1 and this Amendment No. 2 shall remain in full force and effect.

IN WITNESS WHEREOF the parties have duly executed this Amendment as of the date of last signature below.

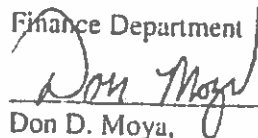

Katherine Miller,
Santa Fe County Manager

6-23-17
Date

Approved as to form:


Gregory S. Shaffer,
Santa Fe County Attorney

6-15-17
Date

Finance Department

Don D. Moya,
Finance Director

6-16-17
Date

CONTRACTOR - SANTA FE BUSINESS INCUBATOR


Signature

6/20/2017
Date

MARIE LONGSERRE
Print Name and Title PRESIDENT & CEO