

**AMENDMENT NO. 5  
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN SANTA FE COUNTY  
AND GLORIETA GEOSCIENCE, INC.  
FOR WATER SERVICE AGREEMENT ANALYSIS AND COMPLIANCE**

**THIS AMENDMENT** is made this 15<sup>th</sup> day of October, 2017, between **Santa Fe County** ("County") and **Glorieta Geoscience, Inc.** ("Contractor"), a New Mexico corporation whose address is at 1723 2<sup>nd</sup> Street, Santa Fe, NM 87505.

**WHEREAS**, on July 9, 2015, the County and Contractor entered into Professional Services Agreement No. 2015-0294-PW/BT (the Agreement), to provide for Contractor's provision of services relating to the status of certain water service agreements (WSAs) entered into between the County and various customers in the period from approximately 1994 through 2006; and

**WHEREAS**, the Agreement was amended by Amendment Nos. 1, 2, 3 and 4 to increase the compensation payable to the Contractor, amend the Contractor's Scope of Work and most recently to extend the term of the Agreement to December 9, 2017; and

**WHEREAS**, the County is currently in litigation regarding the WSA between the County and an entity known as Suerte Del Sur, LLC and Suerte Development, Inc. (Suerte). Documents or records pertaining to Suerte may be in the Contractor's possession and may have relevance to the litigation involving Suerte; and

**WHEREAS**, since the Agreement was executed in 2015, the County has determined that the County will submit invoices and notices of termination to WSA customers and the Contractor will not be required to prepare the final cover letter referenced in the Agreement. In addition, the County has gathered sufficient information concerning WSAs and no longer requires Contractor to prepare or present a report as stated in the Agreement; and

**WHEREAS**, the County and Contractor desire to amend the Agreement to modify the Contractor's Scope of Work and the Deliverables.

**NOW, THEREFORE**, in consideration of the premises and mutual obligations herein, the County and Contractor agree to amend the Agreement as follows:

1. In Section 1 (Scope of Work), subsection A (Contractor's Scope of Work) items (8) through (10) are deleted in their entirety.
2. In Section 2 (Deliverables), subsections C and D are deleted in their entirety.
3. In Section 2 (Deliverables), a new subsection C is inserted to read:
  - C. Provide the Santa Fe County Attorney with all documents generated or obtained by the Contractor, including drafts and electronic copies, in Contractor's possession that relate to any

WSA identified by the Contractor under this Agreement, excepting those documents provided to the Contractor by the County under subsection B. All documents and records shall be received by the County no later than 15 days after the first date written above.

4. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1 through 4 and this Amendment No. 5 shall remain in full force and effect.

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

**SANTA FE COUNTY**

  
Katherine Miller  
Santa Fe County Manager

10.14.17  
Date

Approved as to form

  
Gregory S. Shaffer  
Santa Fe County Attorney

10/13/2017  
Date

Finance Department


  
Don D. Moya  
Santa Fe County Finance Director

10.17.17  
Date

**CONTRACTOR:**

  
(Signature)

JAY LAZARUS  
(Print Name)

  
(Print Title)

5-0-17  
Date