

**SANTA FE COUNTY
AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN SANTA FE COUNTY AND
JOANN SARTORIUS TO PROVIDE YOUTH ACTION
COORDINATION SERVICES**

THIS AMENDMENT is made and entered into as of this 28th day of April, 2011, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as "the County") and **JoAnn Sartorius** (hereinafter referred to as "Contractor").

WHEREAS, December 7, 2010, through a small purchase procurement, the County entered into a Professional Service Agreement (hereinafter "Agreement") with Contractor to provide youth programs aimed at the prevention of underage drinking and DWI prevention services for the Santa Fe Public Schools' Student Wellness Action Team, as more specifically stated in Article 1. **SCOPE OF WORK** of the Agreement;

WHEREAS, the contract sum and contract term of the Agreement are \$15,000.00 *inclusive of gross receipts tax*, for a term from December 7, 2010 to June 30, 2011;

WHEREAS, Article 17 of the Agreement allows the parties to amend and modify the Agreement by an instrument in writing executed by the parties;

WHEREAS, the parties agree to amend the Agreement by increasing the contract sum in the amount of \$13,390.00, exclusive of gross receipts tax, for expenditure in FY 2012;

WHEREAS, this increase in the contract sum results in a total contract sum of \$28,390.00;

WHEREAS, the Agreement's **SCOPE OF SERVICES** is not proposed for amendment or modification; only the deadlines for which the projects and final report are due during FY 2012 are being modified by this Amendment No. 1; and

WHEREAS, the parties agree to amend the Agreement to extend the term to June 30, 2012, the end of FY 2012.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Article 1.A. SCOPE OF WORK**, is modified by addition of the following Paragraphs G through L to specify the deadlines for the specific projects and services of the Contractor's Scope of Work for the term of July 1, 2011 to June 30, 2012:

G. For the term of July 1, 2011 to June 30, 2012 (FY 2012) the Contractor shall provide and complete the following services and final report to the County.

The Contractor will facilitate, at minimum, three (3) DWI related prevention projects to be conducted by the Student Wellness Action Teams ("SWAT"). The projects will be developed by the contractor with the SWAT Coordinator, SWAT members and the County DWI



Certified Prevention Specialist Supervisor. The three DWI related prevention projects will focus on reducing DWI, underage drinking and increasing awareness of the negative effects of alcohol. The schedule and outline or syllabus for the first project shall be submitted to the County no later than October 31, 2011, and the first project shall be submitted to the 31, 2011. The schedule or syllabus for the remaining two projects shall be submitted to the County no later than April 1, 2012, and both projects shall be completed by June 30, 2012.

- H. The Contractor shall work with the designated SWAT Coordinator and shall provide the necessary support for the following activities:
- i. The recruitment of high school and middle school students that will participate in the SWAT Groups. An outline of the proposed recruitment strategy and efforts shall be provided to the County no later than May 31, 2012, with the overall results set forth in the Contractor's final report to the County.
 - ii. The development of designated high school and middle school SWAT Groups that will participate in the projects and education projects. An outline of the specific development efforts shall be provided by the Contractor no later than April 1, 2012, with the overall results set forth in the Contractor's final report to the County.
 - iii. Developing and scheduling of training for SWAT sponsors. A list of these trainings and training schedules shall be provided by the Contractor no later than October 31, 2011. Contractor shall provide a narrative of all the training developed and provided and an overall evaluation of all training shall be submitted with the Contractor's final report to the County.
- I. Contractor shall work with the SWAT Coordinator to educate and assist SWAT members to advocate during the 2012 Legislative Session as well as any Special Legislative Sessions that may be called by the Governor, for local and state legislation pertaining to the prevention of underage drinking, prevention of DWI, and enforcement of laws related to DWI. Contractor shall provide a narrative of the education and assistance efforts and the outcome of the effort no later than April 1, 2012 and in the Contractor's final report to the County should any Special Session occur after April 1, 2012.
- J. Contractor shall work with SWAT members to develop and implement at least one specific peer education project in the Santa Fe Public Schools to promote the prevention of underage drinking and DWI. Each peer education project shall include an outline or syllabus and schedules of such presentations. The outline of the education project and it schedule for implementation shall be provided to the County no later than January 31, 2012. The complete and final outcomes of the peer education projects will be fully reported and evaluated in the Contractor's final report to the County.
- K. At a minimum, Contractor shall provide information and press releases to the local media regarding the information on at least one of the projects required in Paragraphs G, H, I or J

above, and another press release on the SWAT legislative efforts required in Paragraph 1 above. Contractor shall copy Santa Fe DWI Program on all news or press releases.

L. Contractor shall facilitate four Youth Leader Gatherings. The outline and schedule of such gatherings shall be submitted to the County no later than October 31, 2011. Two gatherings are to be held prior to December 31, 2011. A narrative of the first two gatherings and an overall evaluation of such gatherings shall be submitted to the County no later than December 31, 2011. The third gathering and the fourth gathering (an end-of-the-year celebration) shall be held no later than June 30, 2012. A narrative of all gatherings and an overall evaluation of all gatherings shall be reported and evaluated in the Contractor's final report to the County. Contractor shall provide 14 days written notice to the County of all scheduled gatherings. All gatherings shall be held at a government facility with adequate insurance coverage.

2. **Article 2 COMPENSATION AND INVOICING**, is modified by addition of the following.

Expenditure of \$15,000 shall be for services provided from December 7, 2010 to June 30, 2011 *inclusive of gross receipts tax*. Expenditure of \$13,390.00 shall be *exclusive of gross receipts tax*. Paragraphs 2.B.1 and 2.B.2. below are added to Article 2 to specify the compensation for Contractor's services for the term of July 1, 2011 to June 30, 2012.

B.1 For payments under this Agreement for term FY 2012, upon completion of a required service Contractor shall submit an invoice and detailed description of services provided and completed for each of the four service requirements set forth in Article 1, Paragraphs G, H, I and J, SCOPE OF WORK. Upon the County's receipt of Contractor's invoice County shall issue a certificate of full completion, partial completion, or partial acceptance or rejection of the items or services for which payment is requested. County shall issue payment to Contractor for completed services and approved items. County shall inform Contractor in writing the reason(s) for any determination of partial acceptance or rejection of an invoice.

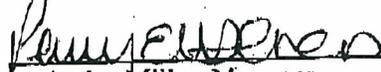
B.2. County shall issue payment to Contractor in four payments. Certified payments will be made in the amount of \$2,780.00 for Contractor's services provided and due by October 31, 2011; \$2,780.00 for services provided and due by December 31, 2011; and \$2,780.00 for services provided and due by April 1, 2012. Final payment of \$5,560.00 shall be issued upon the Contractor's delivery of the final report and completion of any remaining services required by this Agreement by June 30, 2012.

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

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

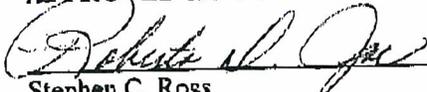


SANTA FE COUNTY

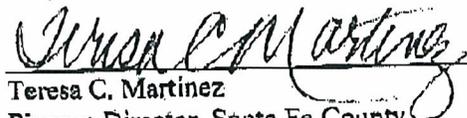
for 
Katherine Miller, Manager

4/27/11
Date

APPROVED AS TO FORM:


Stephen C. Ross
Santa Fe County Attorney

April 25, 2011
Date


Teresa C. Martinez
Finance Director, Santa Fe County

4/25/2011
Date

JOANN SARTORIUS


(Signature)

4/28/2011
Date

