

**SANTA FE COUNTY
AMENDMENT NO. 2
TO THE AGREEMENT WITH PETER D. AND COMPANY, INC.
TO CONDUCT PRESENTATIONS ON ALCOHOL ABUSE PREVENTION AND
MEDIA LITERACY**

THIS AMENDMENT is made and entered into as of this 29 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 **Peter D. and Company, Inc.** (hereinafter referred to as "the Contractor").

WHEREAS, On April 13, 2010 the County and Contractor entered into a Professional Services Agreement wherein the Contractor is to provide and conduct training sessions and presentations for teachers and students pertaining to alcohol abuse prevention, and develop television ads for the Ad Buster Campaign;

WHEREAS, the Agreement was procured on the basis of a sole source determination made by the County Purchasing Department;

WHEREAS, according to Article 2, the compensation for the services under the Agreement was \$20,000.00, *inclusive of gross receipts tax*;

WHEREAS, according to Article 3, the term of the Agreement is from April 13, 2010 to June 30, 2011, with an option to renew the Agreement for three (3) years for a total term not to exceed four (4) years;

WHEREAS, on July 9, 2010, the parties agreed by Amendment No. 1 to amend the Agreement's SCOPE OF WORK to add a requirement that the Contractor conduct monthly 90-minute presentations on media literacy for Santa Fe County Teen Court participants;

WHEREAS, Amendment No. 1 also increased the Agreement's compensation by \$2,500.00 for a total contract sum of \$22,500.00, *inclusive of gross receipts tax*;

WHEREAS, Article 17, NO ORAL MODIFICATION, WRITTEN AMENDMENTS REQUIRED, of the Agreement allows the parties to amend or modify the Agreement by an instrument in writing executed by the parties;

WHEREAS, the parties wish to further amend the Agreement to extend the term to June 30, 2012 and increase the compensation in the amount of \$20,796.50 for expenditure in FY 2012;

WHEREAS, the parties also wish to amend and modify the Agreement to add services pertaining to the prevention of alcohol abuse and the promotion of media literacy to the Contractor's Scope or Work;

WHEREAS, the increase in contract sum of this Amendment No. 2 results in a total contract sum of \$43,296.50; and

WHEREAS, the total contract sum with this Amendment No. 2 shall be \$43,296.50 *exclusive of New Mexico gross receipts tax*.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Article 1, SCOPE OF WORK, is amended and modified to add the following services to be provided by the Contractor in FY 2012. These provisions are inserted in Article 1, as Paragraphs E, F, G and H, so that Articles 1.A through 1.D. are to be completed in FY 2011 no later than June 30, 2011, and the following services are to be provided and completed during the term of FY 2012, July 1, 2011 to June 30, 2012:

- E. Conduct a monthly 90-minute presentation on media literacy for participants in Santa Fe County Teen Court. The presentation shall be of the program developed and designed by Peter DeBenedittis and shall be presented for 30 – 45 Teen Court participants.
- F. Conduct 8 days of high school intensive presentations in the form of 3-4 periods of multi-class assemblies per day at Capital High School and individual classes 6 periods per day at Santa Fe High School. Contractor shall provide the presentations to approximately 960 students in total.
- G. Conduct 6 days of middle school presentations in individual 7th grade classes 4-5 periods per day at 3 schools. Contractor shall provide the presentations to approximately 810 students in total.
- H. Conduct 5 days of middle school presentations for all 7th grade classes in 2 community schools, 2 charter schools and Edgewood Middle School. Contractor shall provide the presentations to approximately 250 students in total.

2. Article 2, COMPENSATION AND INVOICING, is amended by adding the following as Paragraph C and re-designate Paragraphs “C” and “D” as “E” and “F,” respectively.

- C. In no event shall the compensation paid to Contractor under this entire Agreement exceed \$43,296.50.

As indicated in the Agreement of April 13, 2010 and Amendment No. 1, the initial contract sum of \$22,500.00 for expenditure from April 13, 2010, to June 30, 2011 shall be expended and paid to Contractor *inclusive of gross receipts tax*. By this Amendment No. 2, the increased compensation of \$20,796.50 shall be available as compensation to the Contractor *exclusive of New Mexico gross receipts tax*.

In consideration of its obligations under this Agreement, for the term of July 1, 2011 through June 30, 2012, the Contractor shall be compensated, exclusive of gross receipts tax, as follows.

- For services described in Article 1.E above, County shall pay Contractor \$175.00 per session for 12 sessions.
- For services described in Article 1.F. Contractor shall be compensated at a rate of \$1,313.00 per day.
- For services described in Article 1.G. Contractor shall be compensated at a rate of \$748.50 per day.
- For services described in Article 1.H. Contractor shall be compensated at a rate of \$740.30 per day.

3. Article 3, EFFECTIVE DATE AND TERM, is amended to read as follows:

This Agreement shall, upon due execution by all parties, become effective July 9, 2010 and shall terminate on June 30, 2012, unless earlier terminated pursuant to Section 4, TERMINATION, of this Agreement.

4. All other provisions of the Agreement not amended or modified by this Amendment No. 2 shall 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

Katherine Miller
for Katherine Miller,
Santa Fe County Manager

4/27/11
Date

APPROVED AS TO FORM:

Stephen C. Ross
Stephen C. Ross
Santa Fe County Attorney

April 20, 2011
Date

FINANCE DEPARTMENT APPROVAL:

Teresa C. Martinez
Teresa C. Martinez
Santa Fe County Finance Director

4/25/2011
Date

CONTRACTOR

By: _____
Signature

Date

Printed Name and Title

FEDERAL IDENTIFICATION NO.: 85-0477900

Amendment No. 2 to 2010-0365-HHSD/TVR

3. Article 3, EFFECTIVE DATE AND TERM, is amended to read as follows:

This Agreement shall, upon due execution by all parties, become effective July 9, 2010 and shall terminate on June 30, 2012, unless earlier terminated pursuant to Section 4, TERMINATION, of this Agreement.

4. All other provisions of the Agreement not amended or modified by this Amendment No. 2 shall 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

Katherine Miller
Katherine Miller,
Santa Fe County Manager

4/27/11
Date

APPROVED AS TO FORM:

Stephen C. Ross
Stephen C. Ross
Santa Fe County Attorney

April 26, 2011
Date

FINANCE DEPARTMENT APPROVAL:

Teresa C. Martinez
Teresa C. Martinez
Santa Fe County Finance Director

4/25/2011
Date

CONTRACTOR

By: *Peter D. Benedittis*
Signature

4/29/2011
Date

PETER D. BENEDITIS, PRESIDENT
Printed Name and Title PETER D. B CO., INC.

FEDERAL IDENTIFICATION NO.: 85-0477900