

**AMENDMENT NO. 2
TO SERVICES AGREEMENT WITH
CAPITAL CITY CAB TO PROVIDE
CHAUFFER AND DESIGNATED DRIVER SERVICES
(CADDY PROGRAM)**

THIS AMENDMENT is made and entered into on this 26th day of June, 2012, by and between **Santa Fe County**, herein after "County" and **Capital City Cab**, a New Mexico corporation with a principal address at 2875 Industrial Road, Santa Fe, NM 87507, hereinafter referred to as Contractor."

WHEREAS, the County is committed to reducing the incidence of Driving While Intoxicated (DWI);

WHEREAS, pursuant to a sole source procurement, on June 3, 2011, the County entered into Agreement 2011-0291-DWI/TRV with Contractor who provides designated driver services;

WHEREAS, under Agreement 2011-0291-DWI/TRV, Contractor receives compensation from the County to provide CADDY transportation services to adults on Friday and Saturday nights from 5:30 p.m. to 2:30 a.m.;

WHEREAS, pursuant to Paragraph 17 of the Agreement No. 2011-0291-DWI/TRV, the Agreement may be amended by an instrument in writing executed by the parties;

WHEREAS, the Agreement provided for \$91,000 in compensation for FY 2012 which by Amendment No. 1 was increased by \$40,000 for a total contract value of \$131,000:

WHEREAS, by this Amendment No. 2, the parties desire to increase the compensation by \$25,000 for additional services and to amend the Contractor's Scope of Work.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Section 1. "SCOPE OF WORK," subparagraphs C and D of Agreement No. 2011-0291-DWI/TRV are deleted and replaced with the following gas subparagraphs "C" through "H":
 - C. CADDY services shall be limited to one-way transportation from a liquor establishment, restaurant or drinking location including a private resident to the passenger's identified home location.
 - D. CADDY fares: Contractor shall collection \$1.00 per passenger for each one-way CADDY trip and deduct \$1.00 fare from the total fare charged to the County under this Agreement. The cost of a one-way CADDY trip charged to the County shall not exceed \$25.00 per one-way trip. CADDY passengers will be responsible for any cost accrued above the \$25.00 maximum,

- E. The CADDY passenger rate of \$1.00 will be in effective from the effective date of this amendment through June 30, 2013.
 - F. CADDy services shall not provide transportation from a liquor establishment, restaurant or drinking location including a private residence to another liquor establishment restaurant or drinking location including a private residence.
 - G. The CADDy Program will travel no more than seven (7) miles from the city limits of the City of Santa Fe into Santa Fe County to pick up and transport CADDy passenger(s). The \$25.00 maximum fare to be charged to the County by the Contractor shall remain in effect for all CADDy transportation initiated within the boundary of Santa Fe County.
 - H. CADDy passengers shall be responsible for any CADDy fare accrued above \$25.00 maximum.
2. Section 2.A (Compensation) of Agreement No. 2011-0291-DWI/TRV is amended by deleting "\$131,000" and replace it with "\$156,000"
 3. All other provisions of the Agreement not specifically amended by Amendment No. 1 and this Amendment No. 2 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 as of the date first written above.

SANTA FE COUNTY

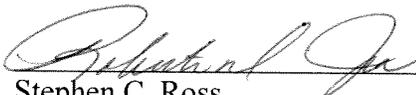


 Katherine Miller
 County Manager

6.25.12

 Date

APPROVED AS TO FORM:

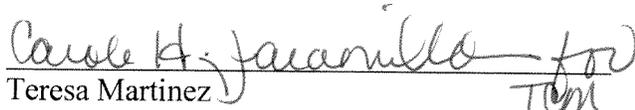


 Stephen C. Ross
 Santa Fe County Attorney

June 21, 2012

 Date

FINANCE DEPARTMENT



 Teresa Martinez
 Finance Director

 Date

CONTRACTOR:


Signature

6/26/12
Date

Matthew P Knowles
Printed Name

Its: _____