

SFC CLERK RECORDED 07/25/2012

MINUTES OF THE
SANTA FE COUNTY
DWI PLANNING COUNCIL

March 15, 2012

Santa Fe, New Mexico

This regular meeting of the Santa Fe County DWI Planning Council was called to order by Chair Jim Jackson at approximately 8:35 a.m. on the above-cited date at 2052 S. Galisteo, Santa Fe, New Mexico.

A quorum was present with the following individuals present:

Members Present:

- Jim Jackson, Chair
- Allen Steele, Vice Chair [8:50 arrival]
- Richard De Mella
- Glenn Levant
- Grace Quintana-Trujillo
- Lisa Wooldridge

Member(s) Absent:

- Juan Blea
- Vivian Nelson

Staff Present:

- Steve Shepherd, Outgoing Health Division Director
- Rachel O'Connor, Incoming Health Division Director
- Joseph Gutierrez, Community Services Director
- Joyce Varela, DWI Program
- Frank Magourilos, DWI Prevention Specialist
- Diolinda Roybal, DWI Program Prevention Specialist
- Alice Sealey, Teen Court
- Jennifer Romero, Teen Court
- Victoria deVargas, County Fire Department

[Exhibit 1: Sign-in sheets]

In the absence of a quorum informational items were undertaken first.

V. Matters from the Council

D. Introduction of New Health & Human Services Director

Community Services Director Joseph Gutierrez introduced the new Health Division Director Rachel O'Connor. Ms. O'Connor served previously as the State Drug Czar and with the State Injury Prevention Bureau. She said she was looking forward to working with everyone. Steve Shepherd will be helping with the transition and will be the new Business Director for the Department of Public Safety.

Chair Jackson said he was expecting great things and thanked Mr. Shepherd for his services to the DWI program and for the yeoman job he has done for the County.

III. Approval of the Agenda

Upon motion by Mr. Levant and second by Ms. Wooldridge, the agenda was unanimously approved.

IV. Approval of Minutes: February 9, 2012

Mr. Levant moved to approve the minutes as published. His motion was seconded by Mr. De Mella and passed by unanimous voice vote.

V. Matters from the Council

C. Council Committee Reports

Mr. Magourilos referred to the minutes of the Prevention Subcommittee noting there had been a lengthy discussion of the CADDy program. There had been recommendations to change the program as soon as possible, at the beginning of April or by April 15th if possible. One recommendation was to cut the number of days and hours of operation, concentrating on holidays. It was further recommended that when the evaluator comes on board that that be an assignment, as well as it being a priority for the new program coordinator.

Mr. Levant stated he was opposed to the program until the cab company provides firm data.

Mr. De Mella said he was not sure if the contract was for \$100,000 for one year or two years. Mr. Shepherd said it was possible to extend it to the end of 2013. Mr. Gutierrez explained that under the compensation clause one bidder can be used for four years with a possibility for renewal. They start with an estimated amount and can go up from there. Ultimately, the compensation is based on the volume of service.

Mr. De Mella emphasized the need for solid data. Mr. Shepherd distributed copies of the contract and the first amendment. *[Exhibits 2 & 3]*

Mr. Magourilos pointed out that Ms. Mann-Lev indicated at the Prevention meeting that with the amount of money they are spending on the CADDy program they could hire two or three more prevention specialists or pay for more law enforcement. Mr. Magourilos also suggested hiring a community liaison/public relations person.

Mr. Gutierrez reminded the committee that they are a recommending body and cannot act without the consent of the Commissioners.

Reading through the contract, Mr. Levant noted that \$91,000 is mentioned as a total amount.

Mr. Gutierrez said if it goes over that amount the contract can be amended. The County Manager can add 10 percent to a contract without Commission approval. He reviewed the procurement process.

Mr. De Mella suggested having someone from the cab company attend a meeting. He noted there was no competition for the contract.

Ms. Bevaqua-Young suggested they ask for a breakdown of the charges and Mr. Levant noted they had asked for that information before. Mr. Gutierrez mentioned the County is charged the regular fee minus ten percent.

Mr. Magourilos reminded the committee that within 60 days the evaluator will have a chance to scrutinize the data. Mr. Shepherd added staff has been inputting the trip tickets but it is a time-consuming process.

Ms. Wooldridge remarked the principle of providing rides is a good one, however, it is important to find out whether it's having any effect.

Mr. Levant pointed out the Section 10 A of the contract, on page 4, calls for access to retrievable records.

Ms. Bevaqua-Young asked why \$91,000 was chosen for the contract and Mr. Gutierrez responded that that was the estimate in the original budget and there was an expectation the amount would go up.

Chair Jackson said there is no clear-cut way out of the contract, nor is there a viable, cost-effective alternative. He hoped there would be more information by the next meeting date and that a representative from the cab company would be available to comment.

Alice Sealey indicated it behooves the cab company to cooperate if they want the business. Ms. Bevaqua-Young said if they don't comply they are in breach of contract.

In response to Mr. De Mella's question Ms. Varela explained the company submits invoices with the dates of service and the number of riders.

Shelley Moeller, SFUDPA, remarked that it would be good to be able to look at the before and after the CADDy program statistics in order to determine whether the program is effective.

Mr. Levant made a motion to the effect that pursuant to Section 10.A.1.ii of the contract, a designee of the cab company provide audit information. Mr. De Mella seconded.

Mr. Gutierrez said the company knows the County's concerns. He added the program is popular with the Commissioners and stopping short would be undesirable. He said it is an expensive proposition and serves people in the city better than those living in the county.

Ms. Mann-Lev noted that the program has cost \$150,000 for two years running. It is necessary to find out if the program is effective.

It was suggested that no further publicity be given; utilization shouldn't be expanded until decisions are made. Mr. Shepherd said he will see to that.

The motion carried unanimously.

Chair Jackson stated the Prevention Subcommittee needs to come up with a viable alternative.

Returning to Prevention Subcommittee issues, Mr. Steele said it was also agreed that language be added to contracts to encourage networking among the various organization in order to avoid duplication of effort. He moved to adopt that policy. Mr. De Mella seconded. The motion passed unanimously.

Mr. Steele stated the subcommittee felt it would be helpful to have a report of all the contracts and where they are in the process. Chair Jackson asked for staff's opinion of that idea and Mr. Shepherd referred to a chart in the packet that covered that material. Mr. Steele gave direction to have the information available at every meeting.

Other Matters

Diolinda Roybal announced the Walk Like MADD event on March 3rd had 109 walkers and raised \$2,935 to use for the post-prom party on April 28th. Victoria deVargas spoke of the excellent collaboration with tribal entities and the DOT. She said she hoped participation will be even greater next year.

VI. Presentation
A. Law Enforcement

Sgt. Alan Mascarenas of the Santa Fe Police Department gave a presentation of the field sobriety test give to those suspected of being under the influence. With the help of Officer Donna Beck they demonstrated the three principal phases, HGN (horizontal gaze nystagmus), WAT (walk and turn) and OLG (one leg turn). These procedures are now standard and sanctioned by the NHSTA as of 1992. The techniques are used in combination with personal contact.

Ms. Bevaqua-Young talked about clues and indicators leading to reasonable suspicion, which must be articulated by the officer. In some cases the NHSTA will pay for an expert to testify in tricky cases.

There was a discussion of drug recognition experts and the difficulty of an officer maintaining that certification because of the amount of continuing training required. Additionally, DRE's are routinely subjected to relentless cross-examination by defense attorneys.

Lt. Mascarenas explained the Implied Consent Act, the City forfeiture program, and outlined the staffing and scheduling of the Santa Fe Police Department's officers.

Speaking for the State Police, Lt. Luis Hernandez went over the staffing in the districts that cover Santa Fe County. He reviewed the statistics on arrests, crashes and their locations over several years. He said there are currently two DREs on the force.

Mr. De Mella spoke of poly-use and the decline of the old-fashioned alcoholic. Ms. Bevaqua-Young noted that the lab used in New Mexico only tests for certain drugs.

Corporal Ron Crow from the County Sheriff's Department went over their personnel and statistics, speaking of saturation patrols and sobriety checkpoints that they participation in along with the other agencies. He said so far in 2012 there have been only 12 vehicles seized in the county. Ms. Bevaqua-Young said the seizure process is a long one and it is a judge who makes the determination of whether the vehicle should be seized, forfeited or booted.

VII. Informational Items

A. FY-2012 Budget Status/FY-2013 County Budget Process

Mr. Shepherd referred to the report in the packet regarding the third quarter. He said they are currently running a surplus of \$53,000.

D. Membership Status

Again referring to the packet, Mr. Shepherd said the applicants on the list are outstanding. Michael Sisneros has resigned and a ninth person can be appointed, or membership could be increased to 11 people.

Chair Jackson noted that Juan Blea has missed several meetings and he has been unable to contact him. He suggested finding someone to fill his spot. He said he would like to have a Native American on the Council and a younger person. Ms. Wooldridge had suggested finding a student or students from Santa Fe Community College that could get course credit for participation. Jennifer Romero from Teen Court said she is in contact with young people including those who have served as teen attorneys in the past.

IX. Announcements

The next DWI PC meeting was scheduled for April 12, 2012 at 8:30 to 10:30. Chair Jackson said those who didn't get a chance to make presentations at this meeting would be heard first next time. There will also be a discussion of the strategic plan focusing on strengths and weaknesses opportunities and threats (SWOT). There will be five teams and Council members are encouraged to pick an area.

X. Adjournment

This meeting was declared adjourned at approximately 10:35 a.m.

Approved by:

Allen R Steele
for Jim Jackson, Chair
DWI Planning Council

Submitted by:
Debbie Doyle
Debbie Doyle, Wordswork



COUNTY OF SANTA FE) DWI MINUTES
STATE OF NEW MEXICO) ss PAGES: 21

I Hereby Certify That This Instrument Was Filed for
Record On The 25TH Day Of July, 2012 at 12:39:01 PM
And Was Duly Recorded as Instrument # 1676178
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Valerie Espinoza
Deputy Maurella County Clerk, Santa Fe, NM

DWI PLANNING COUNCIL MEETING

DATE: March 15, 2012

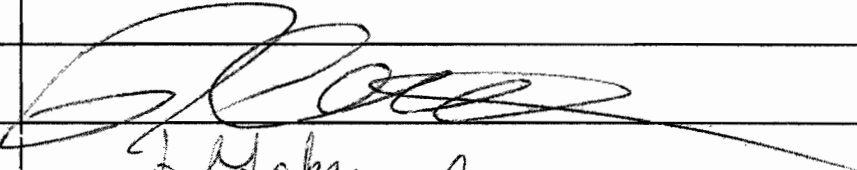

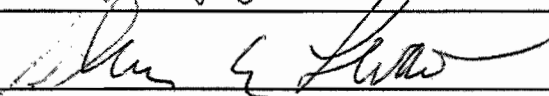
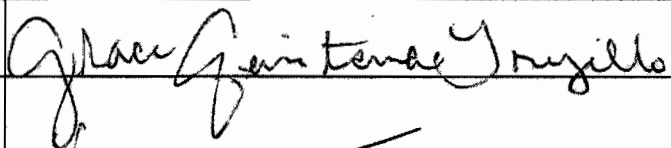

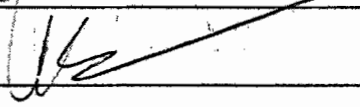
PLACE: 2052 South Galisteo

GUEST NAME	REPRESENTING	PHONE/E-MAIL
Frank Magourilos		
Diolinda Roybal		
Joyce Varela	SF COUNTY	
Laura Guffra	Santa Fe Underage Drinking Prevention Alliance	231-2252 LgGuffra@gmail.com
AN MASCARONAS	SANTA FE POLICE	2503699
VICTORIA DELVARGAS	SANTA FE CITY FIRE	995-6529
Diolinda Roybal	SFC DWI	992-9856
FRANK MAGOURILLOS	SFC DWI PRV	
Ramon Hernandez	SFUADPA	Ramon Hernandez@sfuadpa.com 951-1213
DANA BERCOFF-KOHN	AG's office TSB	469-0480
Shelley Mueller	SFUADPA / SFPS	
Alice Sealey	Ten Court	
TZOW (TZOW)	SANTA FE COUNTY S.O.	986-2475
RICH SISNEROS	SANTA FE COUNTY S.O.	986-2414
Juliana Lucero		977 3994
Amanda's Romero	Ten Court	1995 9555
ERIC F GARCIA	NMSP - 12-7	2314968 eric.garcia2@state.nm.us
Shelley Mueller	SFUADPA	psii@mac.com

DWI PLANNING COUNCIL MEETING

DATE: March 15, 2012

PLACE: 2052 South Galisteo

MEMBER'S NAME	SIGNATURE
Juan Blea	
Richard De Mella	
James Jackson	
Glenn Levant	
Vivian Nelson	
Grace Quintana-Trujillo	
Allen Steele	
Lisa Wooldridge	

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SANTA FE COUNTY
SERVICE AGREEMENT
WITH CAPITAL CITY CAB TO PROVIDE
CHAUFFER AND DESIGNATED DRIVER SERVICE
(CADDY PROGRAM)

THIS AGREEMENT is made and entered into this 30 day of June 2011 by and between Santa Fe County, hereinafter referred to as "the County," and Capital City Cab, a New Mexico corporation with a principal address located at 2875 Industrial Road, Santa Fe, NM 87507, hereinafter referred to as "the Contractor."

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

WHEREAS, the County's DWI Program explores innovative ways to reduce the incidence of DWI within Santa Fe County;

WHEREAS, pursuant to a determination of a sole source procurement under §13-1-126 NMSA 1978, the County desires to engage the Contractor to render chauffer and designated driver services ("CADDY") described in this Agreement and the Contractor is willing and capable to render such services;

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. SCOPE OF WORK

The Contractor shall:

- A. Provide transportation for adults needing CADDY program services on Friday and Saturday nights from 5:30 p.m. to 2:30 a.m. and on certain holidays as needed.
- B. Assume all liability for passengers and their belongings.
- C. Collect \$5.00 for one to two passengers and \$10.00 for three or more passengers for each CADDY trip provided and deduct the amounts from the total fare charged to Santa Fe County.
- D. Calculate and collect from passengers additional fare incurred while providing transportation outside of the CADDY program service area which is any area outside the city limits of the City of Santa Fe.

2. COMPENSATION AND INVOICING

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- A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

In no event shall the total compensation paid to Contractor by County under this Agreement exceed \$91,000.00 exclusive of gross receipts tax, for FY 2012.

The County shall pay Contractor at Contractor's metered rates less 10% for normal operating days. Rates for additional dates are to be determined as added but shall not exceed Contractor's regular metered rates.

- B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought.

The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

- D. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.
- E. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

3. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate on June 30, 2013, unless earlier terminated pursuant to Section 4, "TERMINATION," of this Agreement.

4. TERMINATION

- A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall

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have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

- B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

5. INDEPENDENT CONTRACTOR

The Contractor, its agents, employees and any approved subcontractor(s) are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use the County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

6. PERSONNEL

- A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.
- B. Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of, or have any contractual relationship with Santa Fe County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

7. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

8. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

9. INDEMNITY

- A. The Contractor shall defend, indemnify, and hold harmless the County and its Elected Officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranties made herein.
- B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.
- C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

10. RECORDS AND INSPECTIONS

- A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of three (3) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles ("GAAP").
- B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and

records during the term of this Agreement and for a period of six (6) years from date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; (iii) to keep such books and records in accordance with GAAP.

11. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

12. PERMITS, FEES, AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

13. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its Elected Officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

14. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the County.

15. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHTS

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use in whole or in part, any advertising, reports, data, or other material prepared under or

pursuant to this Agreement.

- B. The Contractor acknowledges and agrees that any material produced in whole or in part, that may be subject to copyright, pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

16. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

17. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may be amended, modified, or changed only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1, "SCOPE OF WORK," of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement. No amendments or amendments, including changes in the Scope of Work or Contract Sum, shall be valid and effective unless approved by the Santa Fe Board of County Commissioners or the Santa Fe County Manager.

18. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

19. EQUAL OPPORTUNITY COMPLIANCE

- A. The Contractor agrees to abide by all Federal, State, and local laws, ordinances, and rules and regulations pertaining to equal opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.
- B. The Contractor acknowledges and agrees that failure to comply with this Section shall

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constitute a material breach of this Agreement.

20. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

21. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

- A. In performing its obligation hereunder, the Contractor shall comply with all applicable laws, County ordinances, required by this Agreement.
- B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. The Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the State District Court of New Mexico, located in Santa Fe County.

22. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Section 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal laws impose felony penalties for bribes, gratuities, and kickbacks.

23. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

24. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

25. LIMITATION OF LIABILITY

The County's liability to the Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Section 2, "COMPENSATION AND INVOICING", of this Agreement. In no event shall

the County be liable to the Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

26. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq.

27. INSURANCE AND BONDING

- A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.
- C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.
- D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

28. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

- A. It is a New Mexico corporation duly organized and in good standing under the laws of the State of New Mexico.
- B. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

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- C. This Agreement and the Contractor's obligations hereunder do not conflict with the Contractor's articles of incorporation or by-laws or any corporate resolution adopted by the Contractor.
- D. It will maintain throughout the life of this Agreement, its registration, licensure to conduct business in the State of New Mexico, and its status of "good standing" with the New Mexico Public Regulation Commission.

29. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

30. NOTICES

All notices required to be given to the County under this Agreement shall be mailed (pre-postage paid) to:

Santa Fe County
Legal Department
102 Grant Avenue / P.O. Box 276
Santa Fe, NM 87504-0276

All notices required to be given to the Contractor under this Agreement shall be mailed (pre-postage paid) to:

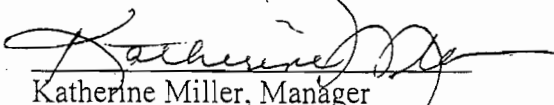
Matt Knowles
Capital City Cab
2875 Industrial Road
Santa Fe, NM 87507

31. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNITY, RECORDS AND INSPECTION, RELEASE, CONFIDENTIALITY, COPYRIGHT, COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW, NO THIRD-PARTY BENEFICIARIES, NEW MEXICO TORT CLAIMS ACT, INSURANCE, WARRANTIES, AND SURVIVAL.

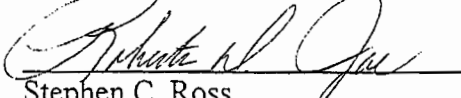
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SANTA FE COUNTY


Katherine Miller, Manager
Santa Fe County

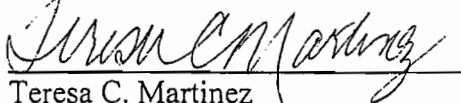
Date: 6.3.11

APPROVED AS TO FORM


Stephen C. Ross
Santa Fe County Attorney


May 24, 2011
Date

FINANCE DEPARTMENT


Teresa C. Martinez
Santa Fe County Finance Director

6/2/2011
Date

CONTRACTOR


(Signature)

6/2/11
Date

Matthew P Knowles, President
(Print name and title)

FEDERAL IDENTIFICATION NUMBER: 85-0352838



**AMENDMENT NO. 1
TO SERVICES AGREEMENT WITH
CAPITAL CITY CAB TO PROVIDE
CHAUFFER AND DESIGNATED DRIVER SERVICE
(CADDY PROGRAM)**

THIS AMENDMENT is made and entered into as of the 27th day of February 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, the compensation for Contractor's services under Contract No. 2011-0291-DWI/TRV, is \$91,000 exclusive of grt, for FY 2012;

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

WHEREAS, the parties wish to amend the Agreement to increase the amount of compensation for FY 2012 by \$40,000;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

- 1. Paragraph 2.A of Agreement No. 2011-0291-DWI/TRV is amended by deleting the second subparagraph in its entirety and replacing it with:

In no event shall the total compensation paid to Contractor by County under this Agreement exceed \$131,000 exclusive of gross receipts tax, for FY 2012.

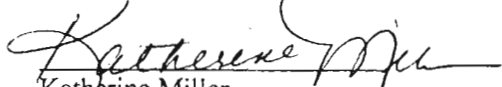
- 2. All other provisions of Agreement No. 2011-0291-DWI/TRV not amended or replaced by this Amendment No. 1 remain in full force and effect.

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

2012 FEB 25 09:07 AM

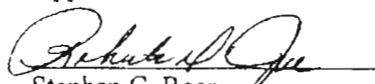
SFC CLERK RECORDED 07/25/2012

SANTA FE COUNTY


Katherine Miller
Santa Fe County Manager

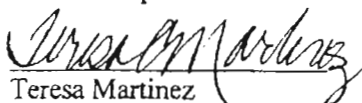
Date 2-24-12

Approved as to form:


Stephen C. Ross
Santa Fe County Attorney

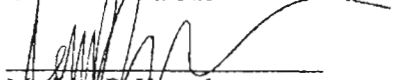
Date February 3, 2012

Finance Department


Teresa Martinez
Finance Director

Date 2/13/2012

CONTRACTOR


Matthew P. Knowles
President

Date 2/22/12

Santa Fe County DWI Planning Council

AGENDA

2052 S. Galisteo
Thursday, March 15, 2012
8:30-10:30 AM

- I. **Call to Order** (5 minutes)
- II. **Roll Call**
- III. **Approval of Agenda (Action)**
- IV. **Approval of Minutes (Action)** (5 minutes)
A) Draft Minutes for February 9, 2012 PC Meeting
- V. **Matters from the Public** (10 Minutes)
- VI. **Information Items (Information/Discussion)** (25 Minutes)
A) Fiscal Year 2013 LDWI and Detox Applications 10 Minutes
B) FY-2012 Budget Status 5 Minutes
C) Membership Status 5 Minutes
D) Caddy Program 5 Minutes
- VII. **Matters from the Council** (25 Minutes)
A) Follow Matters up from Previous Meeting
B) New Matters from the Council
C) PC Council Committee Reports
Communications Committee\Finance Committee\
Prevention Committee\Resolution & By-Laws Task Force
- VIII. **Action Items** (10 Minutes)
A. Approved Hands Across Cultures Project Northland Prevention Project (5 Minutes)
B. Approve Additional Funding for the Caddy Program (5 Minutes)
- IX. **Announcements** (5 minutes)
A) Next PC meeting March 15, 2012, 8:30 – 10:30 a.m.
B) Other Announcements
- X. **Adjourn**

