

**AMENDMENT NO. 3  
TO SERVICE AGREEMENT  
WITH SOTO ENTERPRISES dba MIRACLE DELIVERY  
ARMORED SERVICE**

**THIS AMENDMENT** is made and entered into this 5<sup>th</sup> day of November 2019, between **Santa Fe County**, hereinafter the "County", and **Soto Enterprises dba Miracle Delivery Armored Service**, hereafter the "Contractor."

**WHEREAS**, on December 2, 2016, the County and Contractor entered into Agreement No. 2017-0148-CORR/IC (the Agreement) to provide for the Contractor's provision of armored car pick up services for the County Corrections Department and the County Treasurer's Office; and

**WHEREAS**, Article 1 (Term) of the Agreement allows the parties to amend the Agreement by an instrument in writing executed by the parties; and

**WHEREAS**, by Amendments Nos. 1 and 2 to the Agreement, the term of the Agreement was extended to December 2, 2019 and the compensation payable to the Contractor was increased by a sum of \$12,823.64; and

**WHEREAS**, by this Amendment No. 3 the parties wish to amend the Agreement to extend the term of the Agreement to December 2, 2020 and increase the compensation payable to the Contractor by a sum of \$10,000 for a not-to-exceed sum of \$28,823.64, exclusive of NM gross receipts tax; and

**WHEREAS**, the County also wishes to amend the Agreement by replacing Exhibit "A" and Exhibit "B" with the attached 3rd Revised Exhibit "A" and Exhibit "B" to provide for certain price increases.


**NOW THEREFORE**, the parties agree to amend the Agreement as follows:

1. Article 1 (Term) a subparagraph b is inserted to read:
  - b. By Amendment No. 3, the term of this Agreement is extended for one year from December 2, 2019 to December 2, 2020.
2. Article 3 (Compensation) a subparagraph b is inserted to read:
  - b. Pursuant to Amendment No. 3 to this Agreement, the compensation payable to the Contractor for the term of December 2, 2019, to December 2, 2020, shall not exceed \$10,000.00. The total amount payable to the Contractor under this Agreement shall not exceed \$28,823.64, exclusive of NM grt.

3. The Agreement is amended by deleting Exhibit "A" and Exhibit "B" in its entirety and replace it with the attached 3<sup>rd</sup> Revised Exhibit "A" and "B".
4. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1, 2 and this Amendment No. 3 shall remain in full force and effect.


**IN WITNESS WHEREOF**, the parties have duly executed this Amendment as of the date of last signature by the parties.

**SANTA FE COUNTY:**

  
Katherine Miller  
Santa Fe County Manager

11.4.19  
Date

Approved as to form:

  
Rachel A. Brown  
Interim County Attorney

10/30/19  
Date

Finance Department:

\_\_\_\_\_  
Gary L.J. Girón  
Finance Director

\_\_\_\_\_  
Date

**CONTRACTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print name and title)

Amendment No. 3 to Agreement No. 2017-0148-CORR/IC

3. The Agreement is amended by deleting Exhibit "A" and Exhibit "B" in its entirety and replace it with the attached 3<sup>rd</sup> Revised Exhibit "A" and "B".
4. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1, 2 and this Amendment No. 3 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date of last signature by the parties.

**SANTA FE COUNTY:**

\_\_\_\_\_  
Katherine Miller  
Santa Fe County Manager

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Rachael A. Brown  
Interim County Attorney

\_\_\_\_\_  
10/30/19  
Date

Finance Department:

\_\_\_\_\_  
Gary L.J. Girón  
Finance Director

\_\_\_\_\_  
11/01/19  
Date

**CONTRACTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
10/31/2019  
Date

Joseph Soto, Operations Supervisor  
(Print name and title)



### 3<sup>rd</sup> Revised Exhibit "A" and "B"

#### EXHIBIT "A"

##### Schedule for and List of Locations

FIRST LOCATION: Santa Fe County Treasurer's Office at 2511 Camino Entrada, Santa Fe, NM

PICK UP: Monday through Friday

DELIVER TO: First National Bank of Santa Fe at 4995 Governor Miles Rd., Santa Fe, NM by 3:00 p.m. on the same day

LIABILITY: \$1,000,000.00 per shipment

SECOND LOCATION: Santa Fe County Adult Detention Facility at 4312 State Highway 14, Santa Fe, NM

PICK UP: Wednesday and Friday before 12:00 pm

DELIVER TO: First National Bank of Santa Fe at 100 Sandoval St., Santa Fe, NM for same day credit

LIABILITY: \$10,000.00 per shipment

#### EXHIBIT "B"

##### Compensation

Regular/Scheduled service: \$425.00 plus the fuel surcharge plus tax per month for first location  
\$210.00 plus the fuel surcharge plus tax per month for the second location

Specials/unscheduled service: \$55.00 plus the fuel surcharge plus tax per shipment

Holiday Rates: \$55.00 plus the fuel surcharge plus tax per shipment  
(New Years Day, 4<sup>TH</sup> of July, Thanksgiving, and Christmas)

##### *SURCHARGE FOR INCREASE IN GASOLINE PRICES THAT WILL BE REFLECTED ON YOUR MONTHLY BILL*

AVERAGE COST PER GALLON (REG UNLEADED FOR PREVIOUS MO)	% OF CUSTOMERS' MONTHLY CHARGE TO BE ASSESSED AS SURCHARGE
\$2.48 OR LESS	NO CHARGE
\$2.58	0.23%
\$2.68	0.47%
\$2.78	0.70%
\$2.88	0.93%
\$2.98	1.16%

\$3.08	1.44%
\$3.18	1.63%
\$3.28	1.86%
\$3.38	2.09%
\$3.48	2.33%
\$3.58	2.56%
\$3.68	2.79%
\$3.78	3.02%
\$3.88	3.26%
\$3.98	3.49%
\$4.08	3.72%
\$4.18	3.96%
\$4.28	4.19%
\$4.38	4.42%
\$4.48	4.65%
\$4.58	4.89%
\$4.68	5.12%
\$4.78	5.35%
\$4.88	5.58%
\$4.98	5.82%
\$5.08	6.05%

IN THE EVENT THE SHIPMENT IS NOT READY FOR PICK-UP BY MDAS AT OR WITHIN FIVE MINUTES AFTER THE SCHEDULED TIME, CUSTOMER SHALL PAY TO MDAS AN ADDITIONAL CHARGE FOR SUCH SHIPMENT EQUAL TO THE RATE OF \$15.00 FOR EACH 15 MINUTE PERIOD OR FRACTION THEREOF AFTER SUCH FIVE MINUTE PERIOD UNTIL THE SHIPMENT IS READY. IN THE EVENT CUSTOMER IS NOT PREPARED FOR THE PICK-UP AND DOES NOT DESIRE TO INCUR ANY EXCESS PREMISE TIME CHARGE, CUSTOMER MAY REQUEST THAT THE PICK-UP BE MADE BY MDAS AT A LATER TIME, AT LEAST ONE HOUR IN ADVANCE OF THE PICK UP; PROVIDED, HOWEVER, CUSTOMER AGREES TO PAY FOR SUCH ADDITIONAL PICK-UP CALL AT THE RATE TO BE ESTABLISHED BY MUTUAL AGREEMENT, WITH SUCH CHARGES TO BE IN ADDITION TO REGULAR PICK-UP CHARGES.