

Agreement to furnish standby EMS and ambulance service

This Agreement is made as of the date of last signature by the parties hereto and is between **Santa Fe County**, a political subdivision of the state of New Mexico (hereinafter "County"), and **HIPICO Santa Fe**, an equestrian event center (hereinafter "Requestor"), whose address is 100 S. Polo Drive, Santa Fe, NM 87507.

Whereas, the County operates and maintains a fire department which provides ambulance and EMS service.

Whereas, the Requestor has arranged for an international equestrian event (the "Grand Prix De Santa Fe") to be conducted at Requestor's equestrian facility and desires to have standby dedicated EMS and ambulance service from the County and is willing to pay for the County to provide said services.

Now, therefore, it is agreed between the parties as follows:

1. Subject to availability, which is under the sole determination of the County's Fire Chief or his designated representative, the County will have present and on standby for Grand Prix De Santa Fe, 1 ambulances staffed by two EMTs. The ambulance and EMT will be on standby daily during the hours of 7:30 a.m. to the end of the day when all equestrian activities cease, on **August 14, 15, 16, 17 and 18, 2019, at 100 S. Polo Drive, Santa Fe, NM.**
2. Said ambulances are subject to emergency calls involving property located within the County and it is expressly understood and agreed that it shall not be a violation of this Agreement if, in the judgment of the Santa Fe County Fire Chief, a failure to respond to a emergency call would jeopardize the protection of life or property within the County. The County shall not be responsible for any loss which may result from failure to be present on standby for the Grand Prix De Santa Fe.
3. The County is not responsible for any claims because of injuries to the public or damage to the property which occurs while the County's fire department is engaged in answering a fire or other emergency call or working at or returning from a fire or emergency situation in response to any call from Requestor under the terms of this Agreement. Requestor agrees to indemnify the County for any judgment rendered against it or sums paid out by it in payment of any claims asserted or awarded hereunder.
4. This Agreement shall be limited to coverage of the Requestor only at the above-recited location during the times specified above and shall not be valid if the Requestor moves from said location.
5. For 9.5 hours day from 7:30 to 5:00 p.m. during the Grand Prix De Santa Fe event, Requestor agrees to pay the County a minimum of **\$5,265.00** based on the Dedicated

Stand-by Charges of the NM PRC Transportation Division, Statewide Ambulance Tariff. At the conclusion of the Grand Prix De Santa Fe event the County will invoice the Requestor for the total cost of Dedicated Stand-by services provided for the event. Requestor will submit full payment payable to: Santa Fe County, 102 Grant Avenue, Santa Fe, NM, within 30 days of receipt of the invoice. If full payment of the invoiced amount is not made within 30 days a late fee of 1.5% of the unpaid amount will be assessed by the County. *Requestor agrees to be responsible for additional Stand-by Charges upon receipt of the invoice from the County if standby services are performed because the Grand Prix De Santa Fe event went beyond 5:30 p.m.*

6. 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.
7. This Agreement was not intended to and does not create any rights in any persons not a party hereto.
8. 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.
9. Requestor hereby represents and warrants that the Grand Prix De Santa Fe, LLC, is a limited liability corporation duly organized and in good standing under the laws of the State of new Mexico and that the designated Registered Agent for Service of Process in order to conduct business in New Mexico is: Brian K. Gonzales, MM, HIPICO Santa Fe, P.O. Box 5353, Santa Fe, NM 87502, telephone no. (505) 983-9646.
10. Requestor further warrants that this Agreement has been duly authorized by Requestor and the person executing this Agreement has authority to do so, and, once executed by Requestor, this Agreement shall constitute a binding obligation of the Requestor.
11. This Agreement is governed by the laws of the State of New Mexico and any dispute hereunder shall be brought before the First Judicial District Court, Santa Fe County, Santa Fe, New Mexico.

Santa Fe County

Katherine Miller
Santa Fe County Manager

8.13.19
Date

Approved as to form:



R. Bruce Frederick
Santa Fe County Attorney

8/7/19

Date

Finance Division:



Gary L.J. Girón
Finance Director

08 0819

HIPICO Santa Fe



Brian K. Gonzales

August 7, 2019

