

**PROFESSIONAL SERVICE AGREEMENT  
WITH ANAYA ROADRUNNER WRECKER SERVICE INC.  
TO PROVIDE EMERGENCY TOWING AND WRECKER SERVICE**

**THIS AGREEMENT** is made and entered into on this 23<sup>rd</sup> day of June, 2016, by and between **SANTA FE COUNTY** (hereinafter referred to as the "County"), an New Mexico political subdivision, and **ANAYA ROADRUNNER WRECKER SERVICES, INC.**, 2253 Ben Lane, Santa Fe, New Mexico 87507 (hereinafter referred to as the "Contractor").

**WHEREAS**, Santa Fe County Sheriff's Office (SFSO) is committed to reducing the incidence and prevalence of driving under the influence. Pursuant to Santa Fe County Ordinance No. 2006-5 as amended by Ordinance No. 2013-5, the SFSO is authorized to conduct temporary seizure, immobilization, and possible forfeiture of a vehicle; and

**WHEREAS**, in accordance with NMSA 1978 Sections 13-1-120 through 13-1-124, the County issued Letter of Interest (LOI) No. 2016-0232-SO/MM for towing and wrecker services; and

**WHEREAS**, based upon the evaluation criteria established within the LOI for the purposes of determining the most qualified Offeror, the County has determined the Contractor as the most responsive and highest rated Offeror; and

**WHEREAS**, the County requires the services and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

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

**1. SCOPE OF THE WORK**

The Contractor shall:

A. Provide a hard copy of its PRC Transportation Warrant Application that is on file with the New Mexico Public Regulation Commission Transportation Division. The application must include the description of all motor vehicles operating under the warrant as well as the List of Drivers and license information for Contractor's personnel.

B. Provide emergency wrecker and towing and related services, 24 hours, 7 days a week, and 365 days per year at the request of the SFSO. The Contractor will record the time of the dispatch call and the beginning and ending mileage from the location of the vehicle seizure to the SFCO impound facility.

C. Provide all labor, supervision, equipment, materials, and other requirements necessary for proper performance of these services.

D. Ensure the arrival of Contractor's tow truck at a required location within 60 minutes. The response time begins upon receipt of notification of the request for the services by the SFSO. When requested to tow heavy vehicles, additional time, up to an additional 60 minutes, may be allowed.

E. Adhere to Federal Motor Carrier Safety Regulations governing maintenance and repair, record keeping, driver licensing, drug and alcohol testing, and hours of service.

F. Remain at the scene until the roadway has been swept and all major debris has removed by the Contractor, if necessary, so that the roadway is drivable to the satisfaction of the SFSO.

G. Maintain a comprehensive knowledge of the geography of Santa Fe County.

H. Be licensed, trained, and insured in accordance with the NM Motor Vehicle Division. The Contractor must maintain a driver qualification (DQ) file for each driver it uses in accordance with Federal Motor Carrier Safety Regulations.

#### CONTRACTOR'S EQUIPMENT

All tow vehicles, equipment, and safety equipment shall meet federal Department of Transportation (DOT) and PRC regulations. All vehicles shall have a current registration and insurance in accordance with all NM Motor Vehicle Division regulations.

A. Class A towing service shall maintain equipment adequate to transport motor vehicles, provided that the total gross weight of the vehicle, special equipment, special bodies, and lading shall not exceed 8,000 pounds which includes:

1. Tow truck specifications:
  - a) GVW rating of not less than 10,000 pounds;
  - b) Minimum of 60" cab to axle length;
  - c) Automatic or manual transmission;
  - d) Dual rear wheels.
2. Towing equipment specifications:
  - a) Lifting capacity of not less than four (4) tons;
  - b) Winching capacity of not less than four (4) tons, single line pull;
  - c) 3/8" cable for winch;
  - d) Tow bar, cradle, sling attachment, under reach, or roll-back vehicle carrier.
3. Vehicle carrier truck specifications:
  - a) GVW rating of not less than 10,000 pounds;
  - b) Minimum of 96" cab to axle length;
  - c) Dual rear wheels;
  - d) Automatic or manual transmission.

4. Vehicle carrier bed specifications:
  - a) Minimum of 17' of length;
  - b) Winching capacity of not less than four (4) tons;
  - c) 3/8" cable for winch.

B. Class B towing service shall maintain equipment adequate to transport passenger cars, trailers, semi-trailers, trucks and truck-tractors, provided the total gross weight of vehicle, special equipment, special bodies and lading shall exceed 8,001 pounds, but shall not exceed 12,000 pounds. A Class B towing services may also render Class A service but must charge the tariffed rates for Class A service when it does so and must use Class B equipment.

1. Tow truck specifications:
  - a) GVW rating of not less than 11,000 pounds;
  - b) Minimum of 60" cab to axle length;
  - c) Automatic or manual transmission;
  - d) Dual rear wheels.
2. Towing equipment specifications:
  - a) Lifting capacity of not less than eight (8) tons;
  - b) Winching capacity of not less than eight (8) tons, single line pull;
  - c) 3/8" cable for winch;
  - d) Tow bar, cradle, sling attachment, under reach, or roll-back vehicle carrier.
3. Vehicle carrier truck specifications:
  - a) GVW rating of not less than 14,000 pounds;
  - b) Minimum of 108" cab to axle length;
  - c) Dual rear wheels;
  - d) Automatic or manual transmission.
4. Vehicle carrier bed specifications:
  - a) Minimum of 17' of length;
  - b) Winching capacity of not less than four (4) tons;
  - c) 3/8" cable for winch.

C. Class C towing services shall maintain equipment adequate to transport trailers, semi-trailers, truck, truck-trailers and other vehicles, provided that the total gross weight of the vehicle, special equipment, special bodies and lading shall exceed 12,001 pounds, but shall not exceed 25,000 pounds. Unless otherwise specifically restricted by its operating authority, a Class C towing service may also render Class A or Class B service but must charge the tariffed rates for Class A or Class B service when it does so and must use Class C equipment.

1. Tow truck specification:
  - a) GVW rating of not less than 25,000 pounds;

- b) Dual rear wheels;
- c) Automatic or manual transmission;
- d) Full air brakes, constructed so as to lock power wheels upon air failure.

2. Towing equipment specifications:

- a) Lifting capacity of not less than ten (10) tons;
- b) Combined winching capacity of not less than ten (10) tons;
- c) 7/16" cable for winch;
- d) Tow bar, cradle or sling attachment, underreach, or roll-back vehicle carrier;

D. Class D towing service shall maintain equipment adequate to transport trailers, semi-trailers, trucks, truck-trailers and other vehicles, provided that the total gross weight of the vehicle, special equipment, special bodies and lading shall exceed 25,001 pounds. Unless otherwise specifically restricted by its operating authority, a Class D towing service may also render Class A, B, or Class C service but must charge the tariffed rates for Class A or Class B or Class C service when it does so and must use Class D equipment.

1. Tow truck specification:

- a) GVW rating of not less than 49,000 pounds;
- b) Manual transmission;
- c) Dual axle (tandem) rear wheels;
- d) Minimum of 120" cab to axle length;
- e) Full air brakes constructed so as to lock power wheels upon air failure.

2. Towing equipment specifications:

- a) Lifting capacity of not less than twenty-five (25) tons;
- b) Combined winching capacity of not less than twenty-five (25) tons;
- c) 5/8" cable for winch;
- d) Tow bar, cradle or sling attachment, underreach, or roll-back vehicle carrier.

D. Safety Equipment Requirements. All towing services must maintain the following safety equipment on each tow truck at all times for the described use:

- 1. Flashing blue, amber or a combination of both lights, front and rear, which shall be in operation whenever a towing service is standing on a roadway for the purpose of removing a motor vehicle and at all times while transporting a motor vehicle;
- 2. Stop, tail, and turn signals on any motor vehicle in tow that can be operated from the towing vehicle;
- 3. Spot lights that are capable of lighting the scene of disability after dark and additional spotlights positioned behind the cab of the towing service that can be used to illuminate the motor vehicle being serviced;

4. One (1) hand axe;
5. One (1) wrecking bar at least four (4) feet in length;
6. At least one (1) broom, one (1) shovel, and one (1) bag or container for removal of broken glass and debris from highway;
7. One (1) ten (10) unit type first-aid kit;
8. At least three (3) triangle-type reflectors;
9. At least six (6) twenty-minute flares;
10. At least four (4) red signal flags (minimum dimensions – two feet by two feet; and
11. At least one (1) charged fire extinguisher having a minimum capacity of ten (10) pounds of dry chemical capable of extinguishing Class A, B, and C fires.

## 2. COMPENSATION, INVOICING, AND SET-OFF

A. The total compensation to be paid under this Agreement including fees and costs, shall not exceed fifteen thousand dollars (\$15,000) exclusive of NM gross receipts tax.

B. The rates for towing services are in accordance with the New Mexico Public Regulation commission Statewide Wrecker Tariff, dated July 14, 2011. The fees are summarized below:

<b>DISTANCE RATES</b>	<b>CLASS A/B</b>	<b>CLASS C</b>	<b>CLASS D</b>
First Mile/Hookup *	\$100.00	\$150.00	\$225.00
Mileage (per mile), 2 to 25 miles	\$5.00	\$8.00	\$15.00
25 miles and over (per mile)	\$3.50	\$5.00	\$10.00
Excess Deadhead (per mile)	\$3.00	\$4.00	\$6.00
Recovery (per hour subject to terms in note below) **	\$75.00	\$150.00	\$250.00
Extra Equipment	Reasonable cost of rental in Recovery situations	Reasonable cost of rental in Recovery situations	Reasonable cost of rental
Extra Labor per hour (hour minimum)	\$30.00	\$30.00	\$30.00
15 minute increments after 1 <sup>st</sup> hour			
<b>STORAGE CHARGES PER DAY</b>			
TYPE 1	\$10.00	\$15.00	\$20.00
TYPE 2	\$15.00	\$20.00	\$25.00
TYPE 3	\$20.00	\$25.00	\$30.00
\$1.00 per day per Ft. exceeding 25'			
<b>DELIVERY CHARGE</b>			
After hours of NM State Holidays	\$50.00	\$25.00	\$25.00

<b>ADMINISTRATIVE CHARGE</b>	<b>\$25.00</b>	<b>\$25.00</b>	<b>\$25.00</b>
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\* "First mile/hookup" charge includes mileage less than 2 miles

\*\* Recovery charges shall be calculated as follows: Hourly rate not to exceed 10 hours. Time must be acknowledged by law enforcement officer at scene.

C. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

D. 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 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 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.

E. 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.

F. 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 two years later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the term of this Agreement at the same price, terms and conditions for a period of two years, not to exceed a total of four years. The County may exercise this option by submitting a written notice to Contractor that the term of this Agreement will be extended an additional two years. The notice must be submitted to Contractor at least 60 days prior to expiration of the term of the Agreement.

### 4. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Paragraph 1, SCOPE OF WORK of this Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in Section 2, COMPENSATION, INVOICING, AND SET-OFF, of this Agreement, and for no other cost, amount, fee, or expense.

B. The County may from time-to-time request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

## **5. 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 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 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 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.

## **6. 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, if 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 the 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.

## **7. INDEPENDENT CONTRACTOR**

The Contractor and its agents and employees 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 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.

#### **8. 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.

#### **9. 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.

#### **10. PERSONNEL**

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The 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 relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

#### **11. 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.

#### **12. 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 the prior written approval of the County.

#### **13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT**



A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any 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 under or 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.

#### **14. 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.

#### **15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED**

This Agreement may not be modified, altered, changed, or amended orally but, rather, 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.

#### **16. 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.

#### **17. NOTICE OF PENALTIES**

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

#### **18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment 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 constitute a material breach of this Agreement.

#### **19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW**

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

C. 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. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be state district courts of New Mexico, located in Santa Fe County.

#### **20. 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 six 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 years from the 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; and (iii) to keep such books and records in accordance with GAAP.

#### **21. INDEMNIFICATION**

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 warranty 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.

## **22. 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.

## **23. NOTICES**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County  
Office of the County Attorney  
102 Grant Avenue  
Santa Fe, New Mexico 87501

To the Contractor: Anaya's Roadrunner Wrecker Services Inc.  
Attention: Bernadette J. Anaya  
2253 Ben Lane  
Santa Fe, New Mexico 87507

## **24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

The Contractor hereby represents and warrants that:

A. 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.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Public Regulation Commission, or the NM Secretary of State on Contractor's behalf.

C. Contractor is legally registered and licensed to operate as a business in New Mexico and is properly licensed to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

## 25. FACSIMILE SIGNATURES

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

## 26. NO THIRD-PARTY BENEFICIARIES

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

## 27. INSURANCE

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 \$1,000,000.00 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.

E. On-the-Hook and Garage Keeper. The Contractor shall procure and maintain during the life of this Agreement On-the-Hook and Garage Keeper insurance in amounts not less than \$50,000 each occurrence.

## 28. PERMITS, FEES, AND LICENSES

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.

**29. NEW MEXICO TORT CLAIMS ACT**

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

**30. 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.

**31. SURVIVAL**

The provisions of following paragraphs shall survive termination of this Contract: INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

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


Agreement

**SANTA FE COUNTY:**

  
Katherine Miller  
Santa Fe County Manager

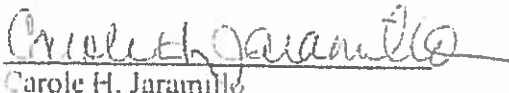
6-23-16  
Date

**Approved as to Form**

  
Gregory S. Shaffer  
Santa Fe County Attorney

6-3-16  
Date

**Finance Department Approval**

  
Carole H. Jaramilla  
Santa Fe County Finance Director

6/7/16  
Date

**CONTRACTOR:**

  
Bernadette J. Amador

6-9-16  
13

(Signature)

Date

Bernadette J. Anaya  
(Print Name)

Treasurer  
(Print Title)

**29. NEW MEXICO TORT CLAIMS ACT**

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

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

**SANTA FE COUNTY:**

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


\_\_\_\_\_  
Date

**Approved as to Form**

  
\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Attorney

6-3-16  
\_\_\_\_\_  
Date

**Finance Department Approval**

  
\_\_\_\_\_  
Carole H. Jaramillo  
Santa Fe County Finance Director

6/7/16  
\_\_\_\_\_  
Date

**CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
13

(Signature)

Date

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)