

SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("this Agreement") is made as of the date written below between Santa Fe County Treasurer (the "Customer") located at 102 Grant Ave., Santa Fe, NM 87504 and SOTO ENTERPRISES, INC. d/b/a MIRACLE DELIVERY ARMORED SERVICE ("MDAS") whose corporate office is located at 515 S. Kansas St., El Paso, TX 79901. For and in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. Term. The term of this Agreement shall be for a period from July 1, 2010 through June 30, 2011, and, absent notice of non-renewal given by one party to the other party prior to such expiration date, shall be automatically renewed and continue in effect thereafter on a month-to-month basis. This Agreement may be earlier terminated as follows: (a) by mutual agreement of the parties; (b) by a party due to an event of default by the other party, which continues more than thirty days after written notice to the breaching party; (c) by MDAS if an invoice remains unpaid more than ten days after receipt [or, alternatively, MDAS may suspend its performance in such case]; (d) if either party becomes insolvent, files or has filed against it a petition in bankruptcy, becomes subject to a receivership or conservatorship against it, proposes or accomplishes any dissolution or liquidation; and (e) the closure or failure of Customer.

2. Services. MDAS agrees to pick-up and receive funds, securities, instruments, and/or valuable articles (the "Contents") securely and distinctively sealed and tagged by Customer or its designated agent in a package or container (the "Shipment"), and deliver the Shipment in like condition to the consignee as declared by Customer (the "Consignee") of the Shipment and Contents therein (the "Services"). The Shipments shall be picked-up by MDAS (each, a "Pick-Up") from locations of Customer described upon Exhibit "A", attached hereto and incorporated herein. Shipments shall be picked-up according to the schedule set forth on Exhibit "A" or upon reasonable request at a mutually-agreeable time with at least 2 "business hours" advance notice to MDAS. Customer shall place the Contents of each Shipment, prior to Pick-up, in packages or containers, shall securely and distinctively seal each such package or container, and will clearly tag and mark each such package or container to indicate the identity of the Customer, the Consignee of the Shipment, and the accurate and actual dollar value of the Contents. Customer shall have the Shipment ready for prompt delivery to and pick-up by MDAS by the scheduled time. As used herein, the term "Shipment" shall mean a pick-up at any one place at any one time for transportation and delivery to any one Consignee at any one place at any one time; therefore, a particular package or container might involve multiple Shipments.

3. Compensation. Customer agrees to pay to MDAS for the Services compensation as set forth in this Paragraph and on Exhibit "B", attached hereto and incorporated herein (the "Compensation"). MDAS shall submit invoices on at least a monthly basis, to the address set forth for Customer or such other address as mutually agreed by the parties. For the purpose of this Agreement, the billable year shall be divided into 52 weeks. Payment of applicable portions of the Compensation shall be made within thirty (30) days upon receipt of the invoice for the same. Any past due invoiced amounts shall bear interest at the rate equal to the lesser of 18% per annum or the maximum rate allowed by applicable law. Notwithstanding anything herein to the contrary, MDAS reserves the right to implement changes in the Compensation to offset

catastrophic costs of providing the Services, upon thirty (30) days advance written notice to Customer; provided, however, that, if such changes are unacceptable to Customer, Customer may terminate this Agreement by written notice delivered to MDAS within such 30-day period.

4. **Disclaimer.** The liability of MDAS for the loss of or damage to any Contents of a Shipment actually delivered to its possession (each, a "Picked-Up Shipment") shall not exceed the sum of \$1,000,000.00; provided, that, if the Contents of any Picked-Up Shipment are declared in writing by Customer at the time of Pick-Up as having, and actually having, an aggregate value in excess of \$1,000,000.00, and Customer pays or agrees to pay to MDAS as additional Compensation the sum of \$0.50 per \$1,000.00 of the excess value [or such other sum as MDAS then requires], then MDAS' liability for loss of or damage to such Contents of the Picked-Up Shipment shall be not greater than such declared excess value. Notwithstanding the foregoing, where the Contents of a Picked-Up Shipment are on a "said to contain basis", MDAS shall not be liable for the loss of or damage to such Contents in the absence of proof by Customer acceptable to MDAS of the actual value of such Contents at time of Pick-Up and in the event, as applicable, the designated consignee signs a receipt declaring the value of the Shipment to the same as the value declared by the Customer. Signed receipt by the consignee shall be conclusive proof that the Shipment was received securely and distinctively sealed and that the Shipment's packaging was free from any cuts, holes, or other defects which would permit a loss of the contents thereof. Delivery to the Consignee of Picked-Up Shipment shall, for the purposes of this Agreement, be deemed to have occurred when the Shipment's package or container is placed by MDAS in the custody, control or possession of the Consignee or its duly authorized agent, or such Consignee or its duly authorized agent gives a receipt therefore, whichever shall first occur, or, if actual delivery cannot be made to the Consignee or its authorized agent, when the Shipment is returned to the Customer at the location the same was received by MDAS. The responsibility of MDAS for each Shipment and its Contents the same have been received by MDAS at the Pick-Up and receipt issued therefore, and shall terminate when delivery as defined in the prior sentence thereof has been completed. No action, suit or proceeding to recover for any of such loss or damage to Contents of a Shipment shall be maintained against MDAS unless written notice shall have been delivered to MDAS as aforesaid, and unless such action, suit or proceeding shall have been commenced within twelve (12) months of the Pick-Up of the Contents in question. Customer further agrees that MDAS shall not be liable to Customer in any event under this Agreement or in connection with the Services for consequential, incidental, statutory, punitive, or exemplary damages. If fire, flood or other weather-related conditions, war, riot, Acts of God, or events of any kind beyond the reasonable control of MDAS prevent MDAS from providing the Services, MDAS shall be excused from such failure. Customer agrees that MDAS is not an insurer and that the Compensation is based solely on the value of the Services hereunder. **Except as expressly provided above, the Services are provided on an AS IS basis, and MDAS disclaims all express and implied warranties of any kind**

5. **Insurance.** The MDAS agrees that at all times during the term of this Agreement it shall maintain an all risk liability insurance policy with a minimum limits of \$1,000,000 from a financially sound and reputable insurance company to insure the liabilities assumed by the MDAS hereunder. Customer agrees to notify the MDAS in writing of any claim for a loss within twenty-four (24) hours after discovery of such loss and, in no event exceeding forty (40) days after such discovery. Customer further agrees to furnish proof of loss in a form satisfactory to

the MDAS or its insurer and to promptly assist and cooperate with the MDAS or its insurer in all ways pertaining to recovery of said loss. MDAS will provide Customer with copies of a certificate of insurance evidencing such coverage upon request by Customer.

6. Confidentiality. If Customer is a financial institution subject to the privacy provisions of the Gramm-Leach-Bliley Act, 15 U.S.C. §6801, ET. seq., or any successor statute thereof (the "GLB Act"), MDAS agrees not to disclose to third parties Nonpublic Personal Information without the express written consent of Customer [not to be unreasonably withheld], except as reasonably necessary to disclose to its auditors, accountants, counsel and regulators, or to comply with a civil, criminal, or regulatory investigation, subpoena, summons, or to respond to judicial process. "Nonpublic Personal Information" shall have the same meaning as that specified in Section 6809(4) of the GLB Act.

7. Arbitration. **EACH PARTY HEREBY AGREES TO SUBMIT TO BINDING ARBITRATION ALL DISPUTES BETWEEN THEM RELATING TO THIS AGREEMENT, THE SERVICES, AND/OR THE RESPECTIVE OBLIGATIONS OF THE PARTIES HEREUNDER (the "Arbitration").** The Arbitration shall be held in Santa Fe, New Mexico. The costs of the Arbitration shall be initially split equally between the parties, with the arbitrator to be entitled to allocate such costs differently in the award. The award of the arbitrator may be enforced in any court of competent jurisdiction. Furthermore, prior to the Arbitration [except, at MDAS's option, in disputes relating to the Compensation], the parties shall first engage in good faith negotiations over the dispute in question, and subsequently a mediation before a neutral mediator.

8. Miscellaneous. This Agreement, and every provision thereof, shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. Should either party employ an attorney or attorneys to enforce any of the provisions hereof, the non-prevailing party agrees to pay to the prevailing party all reasonable costs and expenses, including attorney's fees, incurred in connection therewith. Except as provided herein or without the prior written consent of MDAS, Customer shall not have right or power to assign this Agreement in whole or in part, or to delegate any duties hereunder in whole or part. MDAS may subcontract all or any portion of the Services, provided that it remains responsible for the performance thereof. Wherever the context shall require, the singular shall include the plural, and the male gender shall include the female gender and the neuter, and vice versa. No consent or waiver, express or implied, by a party to or for any breach of any provision hereunder by the other party shall be deemed a consent or waiver to or for any other breach of the same provision or any other provision hereunder. This Agreement has been jointly prepared by the parties, and no ambiguity shall be construed against any party based on the identity of the author of this Agreement. All representations, warranties, covenants, and provisions contained in this Agreement shall survive execution and delivery of this Agreement and the transactions contemplated hereunder. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. This Agreement does not constitute a joint venture or partnership of any kind between the parties hereto; MDAS is merely an independent contractor as to Customer. If any provision of this Agreement shall be found by any court or administrative body of competent

jurisdiction to be invalid or unenforceable, the invalid or unenforceable provision shall not effect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. Headings to clauses in this Agreement are for the purpose of information and identification only and shall not be construed as forming part of this Agreement. Any notice, request, instruction or other document to be given hereunder shall be hand-delivered, sent by certified mail, return receipt requested, or sent by electronic mail or facsimile, with such electronic mail or facsimile notice to be followed-up by letter posted within 12 hours, to the parties' address. The monetary obligations of Customer hereunder, and any part thereof, shall be paid without claim or set-off, counterclaim, or deduction of any nature or for any cause whatsoever. The obligations of the Customer, if more than one person or entity, shall be joint and several. The parties do not intend any third party to have any rights or remedies under this Agreement. No change, waiver, or modification of any provision of this Agreement shall be valid unless the same is in writing and signed by the party to be charged.

9. Applicable Law. **THIS AGREEMENT SHALL BE GOVERNED BY IN ALL RESPECTS, INCLUDING WITHOUT LIMITATION VALIDITY, INTERPRETATION AND EFFECT, AND SHALL BE ENFORCEABLE IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW MEXICO.**

10. Entire Agreement. **THIS AGREEMENT CONTAINS THE ENTIRE AND INTEGRATED AGREEMENT BETWEEN THE PARTIES AND THERE ARE NO PROMISES, AGREEMENTS, CONDITIONS, UNDERTAKINGS, COVENANTS, WARRANTIES, REPRESENTATIONS, EITHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, BETWEEN THE PARTIES ON THE MATTERS HEREIN, OTHER THAN AS SET FORTH HEREIN OR IN DOCUMENTS DESCRIBED HEREIN.**

EXECUTED as of the 25th day of June, 2010.

Approved as to form
Santa Fe County Attorney

By: [Signature]
Date: 6-24-10

SANTA FE COUNTY

By: [Signature]
Name: _____
Title: SANTA FE COUNTY MANAGER

SOTO ENTERPRISES, INC. d/b/a MIRACLE
DELIVERY ARMORED SERVICE

By: [Signature]
Name: ALBERT ALDERETE
Title: GENERAL MANAGER

EXHIBIT "A"
Schedule for and List of Locations

FIRST LOCATION: SANTA FE COUNTY TREASURER'S OFFICE AT 102 GRANT AVE.,
 SANTA FE, NM 87504

PICK UP: MONDAY THROUGH FRIDAY
 DELIVER TO: LOS ALAMOS NATIONAL BANK, LOCATED AT 301 GRIFFIN STREET, SANTA FE, NM
 87501 BY 3:00 P.M. ON THE SAME DAY

LIABILITY: \$1,000,000.00 PER SHIPMENT

EXHIBIT "B"
Compensation

REGULAR/SCHEDULED: \$260.00 PLUS FUEL SURCHARGE PLUS TAX PER MONTH

SPECIALS/UNSCHEDULED: \$55.00 PLUS FUEL SURCHARGE PLUS TAX PER SHIPMENT

HOLIDAY RATES: \$55.00 PLUS FUEL SURCHARGE PLUS TAX PER SHIPMENT
 (4TH OF JULY, THANKSGIVING, CHRISTMAS AND NEW YEARS DAY)

*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.

ADDENDUM NO. 1

to

SERVICE AGREEMENT

Number: 2010-TR/MS

between

SOTO ENTERPRISES, INC. (d/b/a MIRACLE DELIVERY ARMORED SERVICE)

and

SANTA FE COUNTY, NM

DATED AS OF 25 day, of June, 2010

Santa Fe County (hereby referred to as the "Customer") and Soto Enterprises, Inc. (hereby referred to as "MDAS") hereby agree to the following additions, deletions, and modifications to the Services Agreement, No. 2010-TR/MS, dated as of _____ day, _____, 2010 (the "Agreement"):

1. Article 1, "Term," of the Agreement is hereby amended by adding the following sentence at the end of the paragraph: "In no event shall the term of this Agreement exceed four (4) years."

2. Article 3, "Compensation," of the Agreement is hereby amended by adding the following sentence at the end of the paragraph: "In no event shall the total compensation paid to MDAS by Customer under this Agreement exceed \$20,000, exclusive of gross receipts tax. In the event MDAS breaches this Agreement, the Customer may, without penalty, withhold any payments due MDAS for the purpose of set-off until such time as Customer determines the exact amount of damages it suffered as a result of the breach. Payment under this Agreement shall not foreclose the right of the Customer to recover excessive or illegal payment."

3. Article 5, "Insurance" of the Agreement is hereby amended by adding the following subsections:

"a. General Conditions. MDAS 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. MDAS 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 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 Customer by MDAS; 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. Customer shall be named an additional insured on the policy.

c. Workers' Compensation Insurance. MDAS shall comply with the provisions of the Workers' Compensation Act."

4. Article 7, "Arbitration," of the Agreement is hereby deleted in its entirety.
5. Article 9, "Applicable Law," of the Agreement is hereby amended by deleting the word "Texas" from the Article.
6. The following Article 11, "Appropriations and Authorizations are hereby added to the Agreement:

"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 Customer 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 Customer to MDAS. Such termination shall be without penalty to Customer, and Customer shall have no duty to reimburse MDAS for expenditures made in the performance of this Agreement. Customer is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and proved for expenditure by Customer. The Customer'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 MDAS in any way or forum, including a lawsuit."

7. The following Article 12, "Indemnity is hereby added to the Agreement:

"12. Indemnity.

- a. MDAS shall defend, indemnify, and hold harmless the Customer 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 MDAS's performance or non-performance of its obligations under this Agreement, including but not limited to MDAS's breach of any representation or warranty made herein.
- b. MDAS agrees that the Customer 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 Customer and that such suit will not be settled without the Customer's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the

Customer and MDAS in such demand, suit, or cause of action, the Customer may retain its own counsel shall be retained to represent the Customer's interest.

c. MDAS obligations under this section shall not be limited by the provisions of any insurance policy MDAS is required to maintain under this Agreement.

8. The following Article 13, "New Mexico Tort Claims Act," is hereby added to the Agreement;

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

9. The following Article 14, "Notice" is hereby added to the Agreement:

"14. All notice required to be given to the Customer under this Agreement shall be mailed to:

Santa Fe County Treasurer
Attn: Victor Montoya
102 Grant Avenue
PO Box 276
Santa Fe, NM 87502-0276

All notice required to be given to the Contractor under this Agreement shall be mailed to:

Soto Enterprises, Inc. (d/b/a Miracle Delivery Armored Service)
Attn: Lisa Smith
515 S. Kansas St.
El Paso, TX 79901

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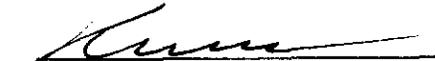
CUSTOMER:

Santa Fe County:



Santa Fe County Manager

Approved as to Form:



Stephen C. Ross
Santa Fe County Attorney

6-24-10
Date

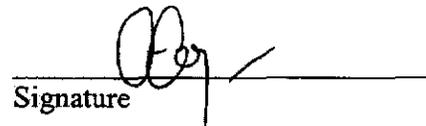
Finance Department Approval:



Teresa Martinez
Santa Fe County Finance Director

6/28/2010
Date

SOTO ENTERPRISES, INC. (d/b/a MIRACLE DELIVERY ARMORED SERVICE:



Signature

06/24/10
Date

ALBERT ALDERETE/GENERAL MANAGER
Print Name and Title

FEDERAL IDENTIFICATION NO.: TX-742304834