

ITEM # 18-0755

**MEMORANDUM OF UNDERSTANDING
BETWEEN SANTA FE COUNTY AND THE CITY OF SANTA FE
FOR PARKING IN THE CITY OF SANTA FE**

THIS MEMORANDUM OF UNDERSTANDING is entered into between the City of Santa Fe (City) and the County of Santa Fe (County). The date of this Agreement shall be the date of last signature by the parties hereto.

WHEREAS, the County desires to use various parking facilities which are owned or operated by the City in order to provide parking for County employees and County vehicles and to obtain parking permits for on-street parking spaces on Montezuma Avenue that are ADA accessible; and

WHEREAS, the County agrees to pay the City for parking permits as provided in this MOU.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to set forth the terms and conditions between the City and the County regarding the County's purchase of parking permits from the City for parking at the Santa Fe Community Convention Center municipal parking garage (SFCCC), 119 S. Federal Place, Santa Fe. This MOU also provides for the County's purchase of parking permits from the City for parking at the Railyard municipal parking garage, 503 Camino de la Familia, Santa Fe. Finally, this MOU provides for the County's purchase of parking permits for use of ADA accessible parking spaces on Montezuma Avenue, Santa Fe.

2. **SCOPE OF AGREEMENT AND RESPONSIBILITIES OF THE PARTIES**

The City and County agree to the following:

- A. The County will pay the City for parking permits for County employees to park their personal vehicles in the SFCCC. The parking permits in the SFCCC will be used by County employees during business hours. Business hours for purposes of this MOU shall be the hours from 7:00 AM to 7:00 PM, Monday through Friday. There will be no overnight parking in the SFCCC.
- B. The County will pay the City for parking permits at the Railyard municipal parking garage. County owned government vehicles may be parked seven days a week and overnight in the Railyard municipal parking garage.

- C. The County will pay the City for parking permits for use of six ADA accessible parking spaces on Montezuma Avenue, Santa Fe.
- D. The County shall identify a staff person who will be responsible for the accounting of all monthly parking permits, including but not limited to parking access cards issued under this MOU.
- E. The County agrees to abide by the terms and conditions of this MOU as well as the City's Parking Permit Policies, unless otherwise agreed to in this MOU.
- F. The County is solely responsible for submitting to the City no later than January 31st of each year, monthly parking permit applications for all parking permits the County wishes to obtain for that year under this MOU.
- G. The City will not issue a parking permit to any County employee or representative including volunteers or student interns, who have unpaid parking citations with the City until such time that all outstanding citations are paid in full.
- H. The County is responsible for notifying the City within ten business days from date of change, of all changes to parking permit issuance information submitted by the County to the City (e.g. when a County employee who was issued a monthly parking permit is no longer employed with the County).
- I. The County is responsible for collecting the parking permits and parking facility entry access card and returning them to the City. The County is responsible for collecting and distributing all monthly parking permits and access cards to County employees and for paying any charges associated with lost or missing permits and/or parking access cards.

3. NUMBER OF PARKING PERMITS TO BE ISSUED TO THE COUNTY; RATES TO BE PAID BY THE COUNTY

- A. Monthly parking permits for FY 2019 (July 1, 2018 to June 30, 2019).
 - 1. SFCCC and Railyard municipal parking garage. The County will receive and pay for 25 parking permits at the rate of \$65.00 per month for a total of \$1,625.00 per month, or \$19,500.00 annually. Gross receipts tax has not been added to these dollar amounts due to City's understanding that the County is exempted from paying gross receipts tax.
 - 2. Montezuma Avenue parking. The County will receive and pay for six parking permits at the rate of \$20.00 per space per day or \$120.00 per space per week; \$3,120.00 per month and \$37,440.00 annually. The six parking spaces on Montezuma Avenue will be ADA accessible parking spaces.
- B. Parking Permits for FY 2020 (July 1, 2019 to June 30, 2020).
 - 1. SFCCC and Railyard municipal parking garage. The County will receive and pay for 25 parking permits at the then current rate for monthly parking in SFCCC and the Railyard municipal parking garage.

2. Montezuma Avenue parking. The County will receive and pay for six on-street parking permits at the then current rate for on-street parking. The six parking spaces on Montezuma Avenue will be ADA accessible parking spaces.
 - C. Parking Permits for FY 2021 (July 1, 2020 to June 30, 2021).
 1. SFCCC and Railyard municipal parking garage. The County will receive and pay for 25 parking permits at the then current rate for monthly parking in the SFCCC and the Railyard municipal parking garage.
 2. Montezuma Avenue parking. The County will receive and pay for six parking permits at the then current rate for on-street parking. The six parking spaces on Montezuma Avenue will be ADA accessible parking spaces.
 - D. During the Term of this MOU, the County may request additional parking permits and the City may consent to the request if the permits are available at the location(s) requested, or the County may choose to return any parking permits issued by the City to the City. Any increase or reduction in parking permits and increase or decrease in the rates paid by the County shall be incorporated into this MOU by written amendment.
4. PAYMENT
- A. The City shall invoice the County for parking fees due to the City and County shall pay City the full amount of the invoice within 30 days from date of receipt of the invoice. The City shall provide the County with an invoice on July 1st of each year listing the annual parking fees due and the County shall pay the City on a monthly or quarterly basis an amount equal to 1/12th or 1/4th of the total annual parking fee amount billed. Monthly parking rates shall not increase any time during a 12-month period. The total monthly amount due for the parking permits for the SFCCC, Railyard municipal parking garage, and the parking spaces on Montezuma Avenue is \$4,745.00.
 - B. If the County fails to remit any annual or monthly payment within 30 days from the date of receipt of a monthly parking invoice from the City, the City reserves the right to deny access into City operated parking facilities to County employees and other holders of parking permits issued to the County pursuant to this MOU. Upon City's request, the County shall immediately return all unpaid parking permits and key cards.
 - C. County agrees to pay the City the parking permit rates agreed to in this MOU for FY 2019. For FY 2020 and 2021, the County agrees to pay the City the parking permit rates effective the date this MOU is executed. Monthly parking permit fees listed in Article 3 shall not increase during any 12-month period of this three-year MOU even if parking permit fees are increased for users, who are not parties to this MOU. However, in the event the City reduces monthly parking rates during the term of this MOU and the new rates are lower than those rates agreed to in this

MOU, then the lower monthly parking permit rates will prevail and this MOU will be amended.

5. TERM

The term of this MOU shall commence on July 1, 2018 and terminate on June 30, 2021, unless earlier terminated as provided in Article 6 below.

6. TERMINATION

This MOU may be terminated by either party prior to June 30, 2021, upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Upon termination of this MOU, the County agrees to immediately return all parking permits and parking facility access cards to the City. If the County has paid the rate(s) for a month or quarter and this MOU is terminated before the month or quarter ends, the City will refund the County a prorated amount.

7. LIABILITY

Neither party shall be liable for any claims, actions, demands, suits or judgments arising from the other party's performance under this MOU or the performance of the other party's agents, officers, or employees. Both parties shall be liable only for claims, actions, demands, suits or judgments arising from its own performance under this MOU or the performances of its own agents, officers, or employees.

8. STATUS OF THE CITY AND THE COUNTY

The City and County are separate legal entities. The City's agents and employees are not employees or agents of the County. The County's agents and employees are not employees or agents of the City. No powers of the County or the City express or implied shall be granted to the other party excepting those specifically set forth herein.

9. NEW MEXICO TORT CLAIMS ACT

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this MOU. Any liability incurred in connection with this MOU is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq. NMSA 1978, as amended. This MOU is not intended to modify in any way the parties' liabilities as governed by common law or the New Mexico Tort

Claims Act. The City and the County and their respective "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense or limitation of liability pursuant to law. No provision of this MOU modifies or waives any provisions of the New Mexico Tort Claims Act.

10. NO THIRD PARTY BENEFICIARIES

By entering into this MOU, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the County. No person shall claim any right, title or interest under this MOU or seek to enforce this MOU as a third party beneficiary of this MOU.

11. AMENDMENT

This MOU shall not be altered, changed or amended except by an instrument in writing executed by the parties.

12. ASSIGNMENT

Neither the City nor the County shall assign or transfer any interest in this MOU or assign any claims for money due or to become due under this MOU without the prior written approval of the other party.

13. NOTICES

Any notice required to be given under this MOU shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

To the City: City of Santa Fe Parking Division
Attn: Contracts Analyst
PO Box 909
500 Market Street, Suite 200
Santa Fe, New Mexico 87504-0909
sjsmith@ci.santa-fe.nm.us

To the County: County of Santa Fe
Attn: County Manager or designee
PO Box 276
102 Grant Avenue
Santa Fe, New Mexico 87504-0276

14. APPLICABLE LAW

This MOU shall be governed by the Ordinances of the City of Santa Fe and the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have set their hands.

CITY OF SANTA FE:



Alan Webber, Mayor

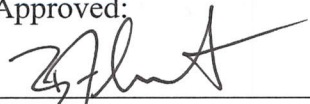
DATE: 7/5/18

Approved as to form:



City Attorney

Approved:



Finance Director

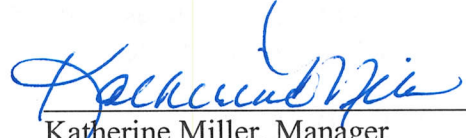
ATTEST:



Yolanda Y. Vigil, City Clerk
LC mtg. 6/27/18

51150.435800
51150.437550

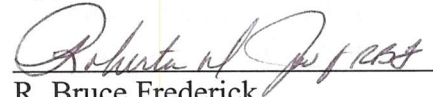
COUNTY OF SANTA FE:



Katherine Miller, Manager

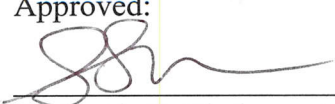
DATE: 7.12.18

Approved as to form:



R. Bruce Frederick
Santa Fe County Attorney

Approved:



Stephanie S. Clarke
Finance Director 6/1/18