

**AGREEMENT TO WAIVER FEES
REGARDING PARKING SERVICES BETWEEN THE
BIENVENIDOS AND THE CITY OF SANTA FE**

THIS AGREEMENT TO WAIVE FEES (“Agreement”) is entered by and between the City of Santa Fe (the “City) and Bienvenidos (“Bienvenidos”). The date of this Amendment shall be the date when it is executed by the City and Bienvenidos, whichever occurs last.

RECITALS:

WHEREAS, Bienvenidos is the volunteer division of the Santa Fe Chamber of Commerce and its primary mission is to support and promote tourism in Santa Fe; and

WHEREAS, the City of Santa Fe shares the Santa Fe Chamber of Commerce’s mission and supports its endeavors to promote and highlight the City’s merchants, galleries, eating establishments, museums, parks and events; and

WHEREAS, Bienvenidos staffs (volunteers) the Tourist Information Booth on the Plaza, Monday through Saturday from 9:30 a.m. to 4:30 p.m. and 11:00 a.m. to 3:00 p.m. on Sundays during the summer season (mid-April through mid-October). Four (4) volunteers operate the Tourist Information Booth in two shifts – 9:30 a.m. to 1:00 p.m. and 1:00 p.m. to 4:30 p.m. (Monday through Saturday) and two (2) volunteers from 11:00 a.m. to 3:00 p.m. (Sundays); and

WHEREAS, Bienvenidos has requested the City to provide free parking permits to their volunteers who work at the Tourist Information Booth; and

WHEREAS, the City and Bienvenidos agree to establish a free parking permit program for their volunteers; and

WHEREAS, the Parking Division is recommending a three-year term for this Agreement effective April 2019 and ending October 2021; and

WHEREAS, pursuant to Resolution 2013-103, no fee waivers are allowed except by official

action of the Governing Body.

WITNESSETH:

Bienvenidos desires to obtain parking permits for validation at the Sandoval Parking Garage, a facility which is owned by the City, and loading zone permits for use at the loading zone on Lincoln Avenue. These parking services will be utilized by Bienvenidos' volunteers as they work to promote City attractions.

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

1. PURPOSE

The purpose of this AGREEMENT is to set forth the terms of the free parking permit program the City will provide to Bienvenidos' all-volunteer staff so that they may gain access to the City's Sandoval Parking Garage and the loading zone on Lincoln Avenue during operating hours in order to successfully operate the Tourist Information Booth on the plaza.

2. SCOPE OF AGREEMENT AND RESPONSIBILITIES OF THE PARTIES

A. The City and Bienvenidos agree that in order for the City to provide these parking services, each party agrees to the terms and responsibilities stated in this Agreement.

B. The following parking services will be afforded to Bienvenidos during their summer season (mid-April through mid-October):

- 1) Free parking permit to park at the Sandoval Parking Garage for up to four (4) volunteers per day and up to four and one-half (4.5) hours per volunteer vehicle during the Tourist Information Booth operating hours (9:30 a.m. to 4:30 p.m.). When exiting the Sandoval garage, the volunteers must show their Bienvenidos free parking permit to the parking attendant in order to receive benefits of the program. Free parking will be limited to four (4) volunteer vehicles per day during the Bienvenidos booth's operating hours. Parking validations in excess of six thousand, five hundred fifty-two dollars (\$6,552.00) per year will not be authorized. Parking space is not guaranteed and is

established on a first come-first serve basis.

2) Two (2) loading zone permits for use at the loading zone on Lincoln Avenue, in front of the Tourist Information Booth, for the purpose of unloading promotional materials (brochures, visitor guides, maps, ect.) to stock the booth. Posted loading zone restrictions will be strictly enforced. The value of these annual loading zone permits is one hundred sixty-eight dollars (\$168.00).

C. Obligations of the City:

1) The City shall provide Bienvenidos with eighty-five (85) parking permits for use only at the Sandoval Parking Garage by its volunteers. Parking permits will be available by March 30th of each year during the Term of this Agreement.

2) The City shall establish Bienvenidos free parking permit procedures for parking staff to follow.

3) Bienvenidos' volunteers will be required to pay parking fees outside of the agreed-upon up to four and one-half (4.5) hours per volunteer vehicle during the Tourist Information Booth operating hours at point of exit.

4) The City shall provide Bienvenidos with two (2) loading zone permits by April 15th of each year of this agreement which will be valid for use beginning April 15th and ending October 30th of each contract year.

D. Obligations of Bienvenidos:

1) Bienvenidos will provide Information Services in collaboration with City of Santa Fe Tourism Department to benefit City's visitors, residents and the tourism industry.

a. An information booth will be maintained at the City's Plaza Area throughout the Term of this Agreement.

b. This Information Booth will be staffed to meet visitor needs during

the peak tourism season from mid-April through mid-October of each year of this Agreement.

- 2) Bienvenidos will provide the City with a quarterly report of a tally of visitors and countries. The report should also include the value of the services provided.
 - a. The annual value of the services provided by Bienvenidos according to the Terms of this agreement shall be equal to or greater than the total annual value of the parking validations granted by the City to Bienvenidos' volunteers which is \$6,720. Bienvenidos agrees that the annual services provided by Bienvenidos throughout this agreement will not be less than \$6,720 and further agrees that Bienvenidos will notify the City in writing any time this delivered services value falls below the minimum annual value of \$6,720.
 - b. In the event that there is a lower difference between the required minimum annual value (\$6,720) of services provided and the actual value of annual services provided, the Parties agree to meet and resolve the matter considering that Bienvenidos is a volunteer organization.
- 3) Ensure that Bienvenidos volunteers parking in the Sandoval Parking Garage under this agreement are provided a City-issued Bienvenidos parking permit. In addition, Bienvenidos volunteers shall present the Bienvenidos parking permit to the parking attendant at the time they are exiting the facility.
- 4) Provide the City with a list of current volunteers who will be parking in the Sandoval Parking Garage. This list should include volunteers' full name and vehicle's license plate number and registered state.
- 5) Bienvenidos volunteers with outstanding parking violations will not qualify for the free parking program until all outstanding citation have been paid.
- 6) Ensure proper display of loading zone permit(s) while parked in the

loading zone on Lincoln Avenue.

7) Provide the City with a quarterly record of actual volunteers' hours worked at the Tourist Information Booth so that parking validations may be reconciled against the services provided by Bienvenidos.

3. TERM

This Agreement is for three (3) years and shall terminate on October 31, 2021, unless earlier terminated pursuant to paragraph 4 below or unless otherwise extended by the parties in writing prior to April 1, 2020.

4. TERMINATION

This Agreement may be terminated by either of the parties hereto 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.

5. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of the Agreement. Each party shall be liable for its actions in accordance with this Agreement.

6. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

7. THIRD PARTY BENEFICIARIES

By entering into this Agreement, 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 Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

8. ASSIGNMENT


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

9. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing.

IN WITNESS WHEREOF, the parties set their hands.


CITY OF SANTA FE:



Alan Webber, Mayor

Date: 3/15/19

BIENVENIDOS:

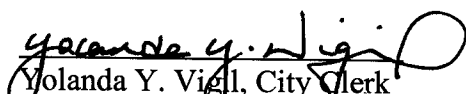


Joella Mortillaro, President

Date: 2-26-19

City of Santa Fe Business
Registration#1800014984

ATTEST:



Yolanda Y. Vigil, City Clerk
cc mtg 3/13/2019

APPROVED AS TO FORM:

MDM 1/29
Erin K. McSherry, City Attorney

APPROVED:

See next page
Mary McCoy, Finance Director

APPROVED AS TO FORM:

EMM 1/29
Erin K. McSherry, City Attorney

APPROVED:

Mary McCoy
Mary McCoy, Finance Director. *EM* 2-13-19