

**AGREEMENT
BETWEEN LA FONDA ON THE PLAZA
AND THE CITY OF SANTA FE FOR VALET PARKING
ON SAN FRANCISCO STREET**

THIS AGREEMENT is entered into between the City of Santa Fe (City) and La Fonda on the Plaza (La Fonda on the Plaza). The date of this Agreement shall be the date of last signature by the parties hereto.

WHEREAS, La Fonda on the Plaza desires to use three (3) reserved curbside parking spaces, which are owned by the City and located on San Francisco Street at the intersection of Old Santa Fe Trail at 100 E. San Francisco Street, Santa Fe, NM 87501 as shown in the attached and incorporated EXHIBIT A. La Fonda on the Plaza desires to obtain these parking spaces in order to provide their guests with valet (drop-off/pick-up) of their vehicles; and

WHEREAS, La Fonda on the Plaza agrees to pay the City for reserved curbside parking spaces as provided in this AGREEMENT.

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

1. **PURPOSE**

The purpose of this AGREEMENT is to set forth the terms and conditions between the City and La Fonda on the Plaza regarding La Fonda on the Plaza's use of three (3) reserved curbside parking spaces from the City to provide their guest with valet (drop-off / pick-up) parking.

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

The City and La Fonda on the Plaza agree to the following:

A. La Fonda on the Plaza will pay the City for three (3) reserved curbside parking spaces to provide their guests with valet drop-off/pick-up of their vehicles at 100 E. San Francisco Street, Santa Fe, NM 87501 as shown in the attached and incorporated EXHIBIT A. These reserved parking spaces will be used by La Fonda on the Plaza and their guests during business hours. Business hours for purposes of this AGREEMENT shall be regulated 24 hours, 7 days a week.

B. La Fonda on the Plaza shall identify a staff person who will be their main point of contact and responsible for the day-to-day management of the Terms and Conditions of this AGREEMENT for reserved parking spaces, including but not limited to parking permits issued under this AGREEMENT.

C. La Fonda on the Plaza agrees to abide by the terms and conditions of this AGREEMENT as well as the City's Parking Ordinances and Policies, unless otherwise agreed to in this AGREEMENT.

D. La Fonda on the Plaza is solely responsible for submitting to the City's Parking Division a Letter of Intent no later than December 31st of each year, requesting the extension of this Agreement for another twelve (12) months up to and not to exceed the maximum Term of this Agreement.

E. The City reserves the right to require La Fonda on the Plaza, upon written notice, to re-locate or stop using the assigned valet drop-off/pick-up curb space with cause. A thirty (30) day advance written notice will be provided by the City.

3. NUMBER OF CURB PARKING SPACES TO BE ASSIGNED TO LA FONDA ON THE PLAZA; FEES TO BE PAID BY LA FONDA ON THE PLAZA

A. Cost of monthly curb space rental

La Fonda on the Plaza will receive and pay for three (3) reserved curb parking spaces which will be utilized by La Fonda on the Plaza as its exclusive valet parking vehicle drop-off and pick-up curb space for their guests at the rate of \$131.25 per month per space for a total of \$393.75 per month for three (3) curb spaces; \$2,362.50 semi-annually or \$4,725.00 annually plus applicable GRT.

B. During the Term of this AGREEMENT, La Fonda on the Plaza may request additional parking spaces and the City may consent to the request if the parking spaces are available at the location(s) requested, or La Fonda on the Plaza may choose to reduce monthly reserved parking spaces by issuing a thirty (30) day advance written notification to the City. Any increase or reduction in parking spaces and increase or decrease in the rates paid by La Fonda on the Plaza shall be incorporated into this AGREEMENT by written amendment.

4. PAYMENT

A. The City shall invoice La Fonda on the Plaza on a monthly basis for curb parking space rental fees in accordance with the Terms of this AGREEMENT and La Fonda on the Plaza shall pay City the full billed amount of the invoice within 20 days from date of receipt of the invoice. The City shall consider request from La Fonda

on the Plaza to be billed on a semi-annual basis and La Fonda on the Plaza shall pay the invoice from the City on a monthly, or semi-annual basis. Monthly curb parking space rates shall not increase any time during a 12-month period. The amount due for the three (3) reserved parking spaces at 100 E. San Francisco Street, Santa Fe, NM 87501 is \$393.75 per month; \$2,362.50 semi-annually plus applicable GRT. Applicable GRT will be added to the invoiced amount.

B. If La Fonda on the Plaza fails to remit any monthly or semi-annual payment for the three (3) reserved parking spaces within 20 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 curbside parking to La Fonda on the Plaza and guests, representatives or other holders of parking permits issued by La Fonda on the Plaza pursuant to this AGREEMENT. Upon City's request, La Fonda on the Plaza shall immediately stop using the reserved curbside parking spaces until re-instatement in the form of a written notification from the City has been issued and received by La Fonda on the Plaza.

C. La Fonda on the Plaza to pay the City the curb parking space rates agreed to in this AGREEMENT when due. Monthly parking permit fees listed in Article 3 shall not increase during any 12-month period of this one-year AGREEMENT even if parking space fees are increased for users during any 12 month period. However, in the event the City reduces monthly parking rates during the term of this AGREEMENT and the new rates are lower than those rates agreed to in this AGREEMENT, then the lower monthly parking permit rates will prevail and this AGREEMENT will be amended.

5. TERM

The term of this AGREEMENT shall be for one (1) year, commencing April 30, 2019 through May 1, 2020, unless earlier terminated as provided in Article 6 below. The term may be extended with three (3) one-year option to renew at City's sole discretion.

6. TERMINATION

This AGREEMENT may be terminated by either party upon written notice delivered to the other party at least 60 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 AGREEMENT, La Fonda on the Plaza to immediately stop using all curb parking spaces which were assigned for the exclusive use of La Fonda on the Plaza Hotel in fulfillment of this Agreement. If La Fonda on the Plaza has paid the curb parking space fees in advance of cancellation of this AGREEMENT the City will refund

La Fonda on the Plaza a prorated balance of the total amount paid.

7. INDEMNIFICATION

La Fonda on the Plaza shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act by La Fonda on the Plaza, its officers, employees, servants, subcontractor or agents, or if caused by the actions of any client of La Fonda on the Plaza resulting in injury or damage to persons or property during the time when La Fonda on the Plaza or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by La Fonda on the Plaza or any officer, agent, employee, servant or subcontractor under this Agreement is brought against La Fonda on the Plaza, La Fonda on the Plaza shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

8. STATUS OF THE CITY AND LA FONDA ON THE PLAZA

The City and La Fonda on the Plaza are separate legal entities. The City's agents and employees are not employees or agents of La Fonda on the Plaza. La Fonda on the Plaza's agents and employees are not employees or agents of the City. No powers of La Fonda on the Plaza 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

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.

10. INSURANCE

La Fonda on the Plaza, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance

covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason, except for nonpayment, which requires not less than 10 days' notice pursuant to NMSA 1978 sec. 59A-18-29. La Fonda on the Plaza Hotel shall furnish the City with a copy of a Certificate of Insurance as a condition prior to signing this Agreement.

11. NO 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 La Fonda on the Plaza. 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.

12. AMENDMENT

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

13. ASSIGNMENT

La Fonda on the Plaza 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 prior written approval of the City.

14. NOTICES

Any notice required to be given under this AGREEMENT 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, P.O. Box 909, Santa Fe, NM 87504-0909.

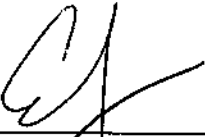
To La Fonda on the Plaza: La Fonda on the Plaza, Attn: Rik Blyth, 100 E. San Francisco Street, Santa Fe, NM 87501 and rblyth@lafondasantafe.com.

15. APPLICABLE LAW

This AGREEMENT 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 executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:



ERIK J. LITZENBERG
CITY MANAGER
DATE: 4/18/19

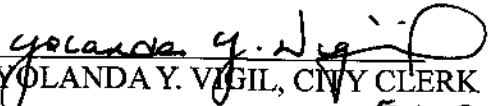
LA FONDA ON THE
PLAZA:



RIK BLYTH
GENERAL MANAGER
DATE: 4/11/19

CRS# 03-304026-00-5
Registration # 19-00129106

ATTEST:




YOLANDA Y. VIGIL, CITY CLERK *aw*
5-1-19

APPROVED AS TO FORM:



ERIN K. MCSHERRY, CITY ATTORNEY *3/27*

APPROVED:



MARY MCCOY, FINANCE DIRECTOR
~~52151.435800~~ 51150.435800
Business Unit Line Item

EXHIBIT A

