



City of Santa Fe, New Mexico

memo

Date: October 27, 2022

To: John Blair, City Manager

Via: 
Regina Wheeler, Public Works Department Director

From: Angelica M. Serrano, Parking Administrative Manager 

ACTION:

Approval to enter a (5) five-year Agreement with the option to renew for five (5) one-year terms with Hotel St. Francis for the use of the curbside parking spaces from the City to provide their guests with valet (drop-off/pick-up) of their vehicles. The City shall receive a total amount of \$4725.00 annually plus applicable gross receipts tax for the use of (3) reserved parking spaces located at 210 Don Gaspar Avenue.

BACKGROUND AND SUMMARY:

The City of Santa Fe Parking Division previously (pre-Covid) held an agreement with Hotel St. Francis for the lease of (3) three parking spaces. Parking staff negotiated the terms of the attached (5) five-year Agreement with the option to renew for (5) five additional one-year terms. The terms and conditions of this agreement are standard and in line with the Parking Division's other related parking service agreements.

Attachments: Original Agreement with Attachments
Contract Summary

**AGREEMENT
BETWEEN HOTEL ST. FRANCIS
AND THE CITY OF SANTA FE FOR VALET PARKING
ON DON GASPAR AVENUE**

THIS AGREEMENT is entered into between the City of Santa Fe (City) and Hotel St. Francis (Hotel St. Francis). The date of this Agreement shall be the date of last signature by the parties hereto.

WHEREAS, Hotel St. Francis desires to use three (3) reserved curbside parking spaces, which are owned by the City and located at 210 Don Gaspar Avenue, Santa Fe, NM 87501 as shown in the attached and incorporated EXHIBIT A. Hotel St. Francis desires to obtain these parking spaces in order to provide their guests with valet (drop-off/pick-up) of their vehicles; and

WHEREAS, Hotel St. Francis 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 Hotel St. Francis regarding Hotel St. Francis'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 Hotel St. Francis agree to the following:

A. Hotel St. Francis 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 210 Don Gaspar Avenue, Santa Fe, NM 87501 as shown in the attached and incorporated EXHIBIT A. These reserved parking spaces will be used by Hotel St. Francis and their guests during business hours. Business hours for purposes of this AGREEMENT shall be regulated 24 hours, 7 days a week.

B. Hotel St. Francis 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. Hotel St. Francis 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. Hotel St. Francis 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 Hotel St. Francis, 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 HOTEL ST. FRANCIS; FEES TO BE PAID BY HOTEL ST. FRANCIS**

A. **Cost of monthly curb space rental**

Hotel St. Francis will receive and pay for three (3) reserved curb parking spaces which will be utilized by Hotel St. Francis 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, Hotel St. Francis 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 Hotel St. Francis 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 Hotel St. Francis shall be incorporated into this AGREEMENT by written amendment.

4. **PAYMENT**

A. The City shall invoice Hotel St. Francis on a monthly basis for curb parking space rental fees in accordance with the Terms of this AGREEMENT and Hotel St. Francis shall pay City the of receipt of the invoice. The City shall consider request from Hotel St. Francis to be billed on a semi-annual basis and Hotel St. Francis 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 210 Don Gaspar Avenue, 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 Hotel St. Francis 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 Hotel St. Francis and guests, representatives or other holders of parking permits issued by Hotel St. Francis pursuant to this AGREEMENT. Upon City's request, Hotel St. Francis 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 Hotel St. Francis.

C. Hotel St. Francis 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 year, commencing September 30, 2022 through October 1, 2027, unless earlier terminated as provided in Article 6 below. The term may be extended with five (5) 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, Hotel St. Francis to immediately stop using all curb parking spaces which were assigned for the exclusive use of Hotel St. Francis Hotel in fulfillment of this Agreement. If Hotel St. Francis has paid the curb parking space fees in advance of cancellation of this AGREEMENT the City will refund Hotel St. Francis a prorated balance of the total amount paid.

7. IDEMNIFICATION

Hotel St. Francis 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 Hotel St. Francis, its officers, employees, servants, subcontractor or agents, or if caused by the actions of any client of Hotel St. Francis resulting in injury or damage to persons or property during the time when Hotel St. Francis 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 Hotel St. Francis or any officer, agent, employee, servant or subcontractor under this Agreement is brought against Hotel St. Francis, Hotel St. Francis 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 HOTEL ST. FRANCIS ON THE PLAZA

The City and Hotel St. Francis are separate legal entities. The City's agents and employees are not employees or agents of Hotel St. Francis. Hotel St. Francis's agents and employees are not employees or agents of the City. No powers of Hotel St. Francis 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

Hotel St. Francis, 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. Hotel St. Francis 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 Hotel St. Francis. 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

Hotel St. Francis 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 Hotel St. Francis: Hotel St. Francis, Attn: Abraham Juarez, 210 Don Gaspar Avenue, Santa Fe, NM 87501 and.

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:

John Blair
John Blair (Jan 25, 2023 17:42 MST)

JOHN BLAIR
CITY MANAGER

DATE: Jan 25, 2023

CONTRACTOR
Hotel St. Francis:

Abraham Juarez
ABRAHAM JUAREZ Fermin Moran
REGIONAL GENERAL MANAGER
DATE: 10/7/22

CRS# 03-0131980-00-7
Registration # 19-00028918

ATTEST:

Kristine Mihelcic
KRISTINE MIHELICIC, CITY CLERK XIV

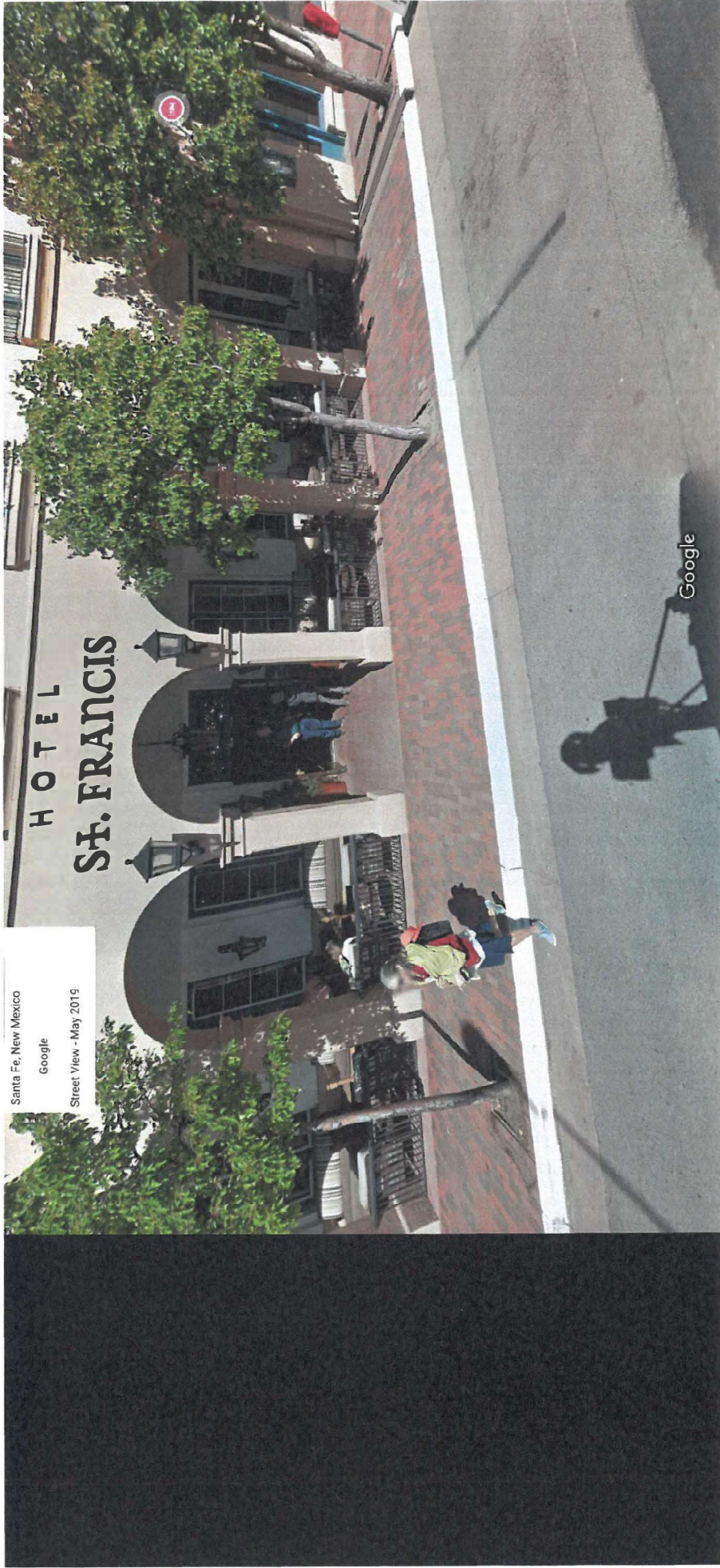
CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Sep 23, 2022 09:26 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Jan 25, 2023 17:36 MST)
EMILY OSTER, FINANCE DIRECTOR
5350452/471400 AH

210 Don Gaspar Ave



Santa Fe, New Mexico
 Google
 Street View - May 2019

Image capture: May 2019 © 2023 Google

← 210 Don Gaspar Ave

Street View & 360°

All

Cyberbit A

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: Hotel St. Frances

Procurement Title: Agreement

Other Methods: State Price Agreement Cooperative Sole Source Exempt Other lease agreement

Department Requesting/Staff Member Public Works/Angelica M. Serrano

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Angelica M. Serrano / Administrative Manager Parking
 Department Rep Printed Name and Title

[Signature]
 Department Rep Signature attesting that all information included

[Signature]
 Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval of exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copies of all Sole Source submittals

Other: _____

AWARD*

YES N/A

Fully executed Memo to Committees from the Department with recommendation of award
 Other: _____

CONTRACT*

YES N/A

Copy of Executed Contract
 Copy of all documentation presented to the Committees
 Finalized Council Committee Minutes
 Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

Angelica M. Serrano Administrative Manager Parking
Department Rep Printed Name and Title

[Signature]
Department Rep Signature attesting that all information included



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203869

Contractor: Hotel St.Francis

Description: Lease of three parking spaces at 210 Don Gaspar Avenue to provide hotel guest with valet (drop-off/pick-up) of vehicles.

Contract Agreement Lease / Rent Amendment

Term Start Date: 11/01/2022 Term End Date: 10/01/2027

Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** _____

[Signature] _____ Jan 23, 2023
Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: Lease only. No Procurement

4. **Funding Source:** Parking Enterprise Fund **Org / Object:** 5350452/471400

Andy Hopkins _____ Jan 23, 2023
Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Angelica M. Serrano Phone # 505.955.6711

Email: amserrano@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: HOTEL ST. FRANCIS
DBA: HOTEL ST. FRANCIS

Business Location: 210 DON GASPAR AVE
SANTA FE, NM 87501

Owner: J. M. CERLETTI

License Number: 222882

Issued Date: November 22, 2022

Expiration Date: November 22, 2023

CRS Number: 02064959002

License Type: Business License - Renewable

Classification: Hotel/Motel/Lodging

Fees Paid: \$35.00

HOTEL ST. FRANCIS
210 DON GASPAR AVE
SANTA FE, NM 87501

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE












23-0022 Hotel St. Francis PW PAARKING

Final Audit Report

2023-01-26

Created:	2023-01-24
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPykBecwWMOufwQyU5_jmXFvIRY-Hx2II

"23-0022 Hotel St. Francis PW PAARKING" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)
2023-01-24 - 6:13:04 PM GMT- IP address: 63.232.20.2
-  Document emailed to ekoster@santafenm.gov for signature
2023-01-24 - 6:15:23 PM GMT
-  Email viewed by ekoster@santafenm.gov
2023-01-26 - 0:35:21 AM GMT- IP address: 104.47.65.254
-  Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster
2023-01-26 - 0:36:30 AM GMT- IP address: 63.232.20.2
-  Document e-signed by Emily K. Oster (ekoster@santafenm.gov)
Signature Date: 2023-01-26 - 0:36:32 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to jwblair@santafenm.gov for signature
2023-01-26 - 0:36:34 AM GMT
-  Email viewed by jwblair@santafenm.gov
2023-01-26 - 0:41:19 AM GMT- IP address: 104.47.64.254
-  Signer jwblair@santafenm.gov entered name at signing as John Blair
2023-01-26 - 0:42:30 AM GMT- IP address: 216.207.130.218
-  Document e-signed by John Blair (jwblair@santafenm.gov)
Signature Date: 2023-01-26 - 0:42:32 AM GMT - Time Source: server- IP address: 216.207.130.218
-  Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature
2023-01-26 - 0:42:34 AM GMT
-  Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov)
2023-01-26 - 1:39:28 AM GMT- IP address: 104.47.65.254





Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

Signature Date: 2023-01-26 - 1:39:58 AM GMT - Time Source: server- IP address: 63.232.20.2



Agreement completed.

2023-01-26 - 1:39:58 AM GMT

