



City of Santa Fe, New Mexico

memo

Date: October 18, 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 Chimayo de Santa Fe 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 \$31 50.00 annually plus applicable gross receipts tax for the use of (2) two reserved parking spaces located at 125 Washington Avenue.

BACKGROUND AND SUMMARY:

The City of Santa Fe Parking Division previously (pre-Covid) held an agreement with Hotel Chimayo de Santa Fe leasing parking spaces located on 125 Washington Avenue. 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 inline with the Parking Division's other related parking service agreements.

Attachments: Original Agreement with Attachments
Contract Summary

**AGREEMENT
BETWEEN HOTEL CHIMAYO DE SANTA FE
AND THE CITY OF SANTA FE FOR VALET PARKING
ON WASHINGTON AVENUE**

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

WHEREAS, Hotel Chimayo de Santa Fe desires to use two (2) reserved curbside parking spaces, which are owned by the City and located at 125 Washington Avenue, Santa Fe, NM 87501 as shown in the attached and incorporated EXHIBIT A. Hotel Chimayo de Santa Fe desires to obtain these parking spaces in order to provide their guests with valet (drop-off/pick-up) of their vehicles; and

WHEREAS, Hotel Chimayo de Santa Fe 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 Chimayo de Santa Fe regarding Hotel Chimayo de Santa Fe's use of two (2) 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 Chimayo de Santa Fe agree to the following:

A. Hotel Chimayo de Santa Fe will pay the City for two (2) reserved curbside parking spaces to provide their guests with valet drop-off/pick-up of their vehicles at 125 Washington Avenue, Santa Fe, NM 87501 as shown in the attached and incorporated EXHIBIT A. These reserved parking spaces will be used by Hotel Chimayo de Santa Fe and their guests during business hours. Business hours for purposes of this AGREEMENT shall be regulated 24 hours, 7 days a week.

B. Hotel Chimayo de Santa Fe 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 Chimayo de Santa Fe 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 Chimayo de Santa Fe 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 Chimayo de Santa Fe, 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 CHIMAYO DE SANTA FE; FEES TO BE PAID BY HOTEL CHIMAYO DE SANTA FE**

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

Hotel Chimayo de Santa Fe will receive and pay for two (2) reserved curb parking spaces which will be utilized by Hotel Chimayo de Santa Fe 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 \$262.50 per month for two (2) curb spaces; \$1,575.00 semi-annually or \$3,150.00 annually plus applicable GRT.

B. During the Term of this AGREEMENT, Hotel Chimayo de Santa Fe 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 Chimayo de Santa Fe 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 Chimayo de Santa Fe shall be incorporated into this AGREEMENT by written amendment.

4. **PAYMENT**

A. The City shall invoice Hotel Chimayo de Santa Fe on a monthly basis for curb parking space rental fees in accordance with the Terms of this AGREEMENT and Hotel Chimayo de Santa Fe 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 Hotel Chimayo de Santa Fe to be billed on a semi-annual basis and Hotel Chimayo de Santa Fe 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 two (2) reserved parking spaces at 125 Washington Avenue, Santa Fe, NM 87501 is \$262.50 per month; \$1,575.00 semi-annually or \$3,150.00 annually plus applicable GRT. Applicable GRT will be added

to the invoiced amount.

B. If Hotel Chimayo de Santa Fe fails to remit any monthly or semi-annual payment for the two (2) 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 Chimayo de Santa Fe and guests, representatives or other holders of parking permits issued by Hotel Chimayo de Santa Fe pursuant to this AGREEMENT. Upon City's request, Hotel Chimayo de Santa Fe 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 Chimayo de Santa Fe.

C. Hotel Chimayo de Santa Fe 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 five (5) years, 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 Chimayo de Santa Fe to immediately stop using all curb parking spaces which were assigned for the exclusive use of Hotel Chimayo de Santa Fe in fulfillment of this Agreement. If Hotel Chimayo de Santa Fe has paid the curb parking space fees in advance of cancellation of this AGREEMENT the City will refund Hotel Chimayo de Santa Fe a prorated balance of the total amount paid.

7. IDEMNIFICATION

Hotel Chimayo de Santa Fe 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 Chimayo de Santa Fe, its officers, employees, servants, subcontractor or agents, or if caused by the actions of any client of Hotel Chimayo de Santa Fe resulting in injury or damage to persons or property during the time when Hotel Chimayo de Santa Fe 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 Chimayo de Santa Fe or any officer, agent, employee, servant or subcontractor under this Agreement is brought against Hotel Chimayo de Santa Fe, Hotel Chimayo de Santa Fe 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 CHIMAYO DE SANTA FE

The City and Hotel Chimayo de Santa Fe are separate legal entities. The City's agents and employees are not employees or agents of Hotel Chimayo de Santa Fe. Hotel Chimayo de Santa Fe's agents and employees are not employees or agents of the City. No powers of Hotel Chimayo de Santa Fe 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 Chimayo de Santa Fe, 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 Chimayo de Santa Fe 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 Chimayo de Santa Fe. 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 Chimayo de Santa Fe 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 Chimayo de Santa Fe: Hotel Chimayo de Santa Fe, Attn: Abraham Juarez, 125 Washington Avenue, Santa Fe, NM 87501 and ajuarez@hhandr.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:

John Blair
John Blair (Jan 31, 2023 18:10 MST)

JOHN BLAIR
CITY MANAGER

DATE: Jan 31, 2023

CONTRACTOR

Hotel Chimayo de Santa Fe:

Fermin Moran
~~ABRAHAM JUAREZ~~ Fermin Moran
REGIONAL GENERAL MANAGER
DATE: 10/6/2022

CRS# 02-317834-00-5
Registration # 19-00055711

ATTEST:

Kristine Mihelcic
KRISTINE BUSTOS MIHELICIC, CITY CLERK XIV

CITY ATTORNEY'S OFFICE:

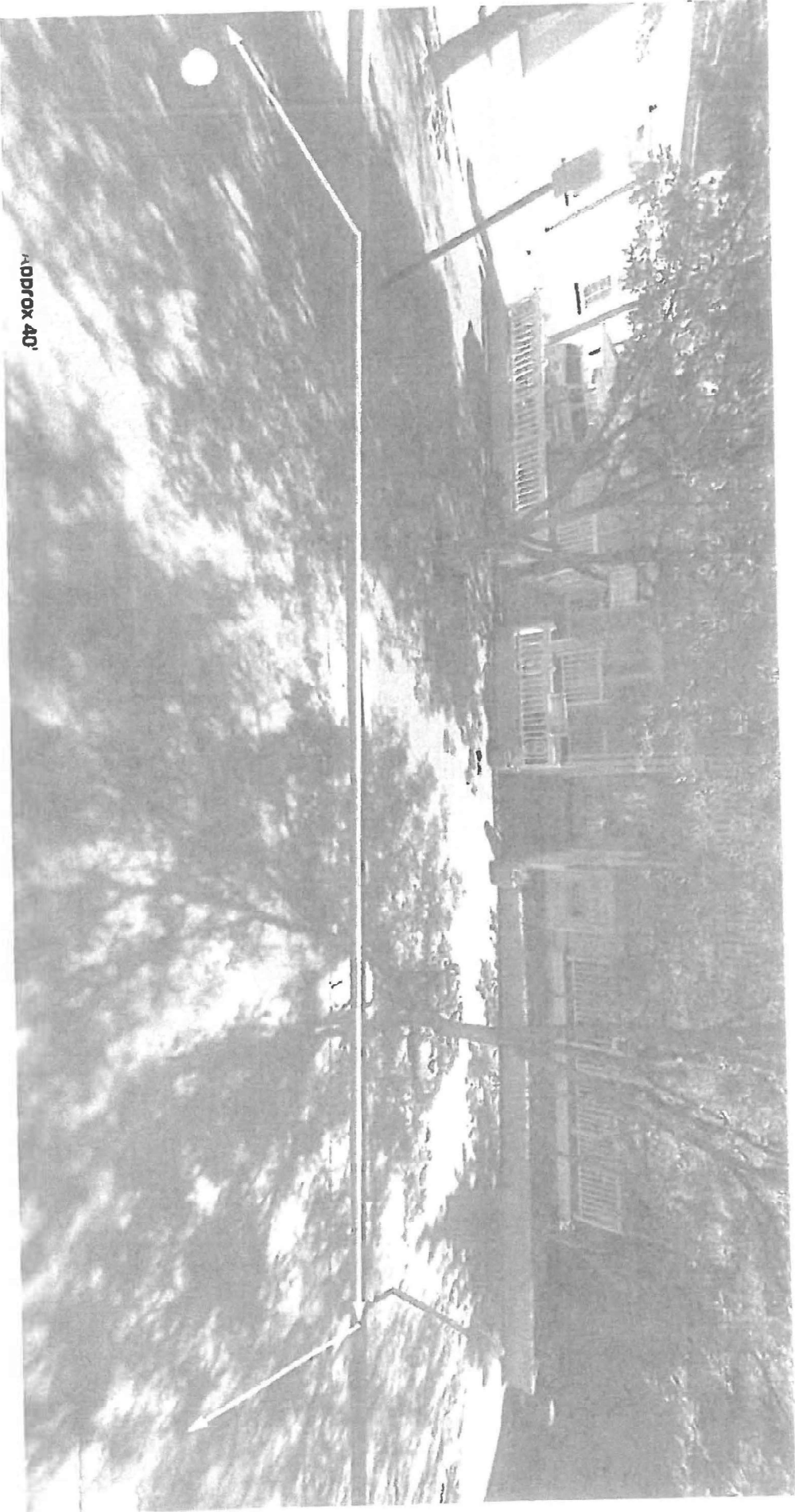
Marcos Martinez
Marcos Martinez (Sep 8, 2022 10:02 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Jan 31, 2023 17:51 MST)
EMILY OSTER, FINANCE DIRECTOR
5350452.471400 ^{EKO} _{Alt}
ORG/Object



Hotel Chumard Lease Agreement Exhibit A



APPROX 40'

W



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203708

Contractor: Hotel Chimayo de Santa Fe

Description: **Lease of two parking spaces on Washing Street to provide hotel guests 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: _____

Andy Hopkins Jan 27, 2023
Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: No procurement

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

Andy Hopkins Jan 25, 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 OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: Hotel Chimayo de Santa Fe

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

*
1

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.

Angelicaull-Serrano Administrative Manager Parking
Department Rep Printed Name and Title


Department Rep Signature attesting that all information included



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

BUSINESS REGISTRATION

Business Name: HOTEL CHIMAYO
DBA: HOTEL CHIMAYO

Business Location: 125 WASHINGTON AVE
SANTA FE, NM 87501

Owner: Santiago La Roche

License Number: 55711

Issued Date: December 21, 2022

Expiration Date: December 21, 2023

CRS Number: 02252687000

License Type: Business License - Renewable

Classification: Hotel/Motel/Lodging

Fees Paid: \$35.00

HOTEL CHIMAYO
125 WASHINGTON AVE
SANTA FE, NM 87501

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE
OFFICE OF SANTA FE BUILDING PERMITS 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












23-0032 Hotel Chimayo PW PARKING

Final Audit Report

2023-02-03

Created:	2023-01-30
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8QZeF3mc90gYYVVf0zar0M6DYzq5f-Z

"23-0032 Hotel Chimayo PW PARKING" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)
2023-01-30 - 5:46:02 PM GMT- IP address: 63.232.20.2
-  Document emailed to ekoster@santafenm.gov for signature
2023-01-30 - 5:50:36 PM GMT
-  Email viewed by ekoster@santafenm.gov
2023-02-01 - 0:49:30 AM GMT- IP address: 104.47.65.254
-  Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster
2023-02-01 - 0:51:24 AM GMT- IP address: 63.232.20.2
-  Document e-signed by Emily K. Oster (ekoster@santafenm.gov)
Signature Date: 2023-02-01 - 0:51:26 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to jwblair@santafenm.gov for signature
2023-02-01 - 0:51:27 AM GMT
-  Email viewed by jwblair@santafenm.gov
2023-02-01 - 1:09:20 AM GMT- IP address: 166.137.115.30
-  Signer jwblair@santafenm.gov entered name at signing as John Blair
2023-02-01 - 1:10:00 AM GMT- IP address: 166.137.115.30
-  Document e-signed by John Blair (jwblair@santafenm.gov)
Signature Date: 2023-02-01 - 1:10:02 AM GMT - Time Source: server- IP address: 166.137.115.30
-  Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature
2023-02-01 - 1:10:04 AM GMT
-  Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov)
2023-02-03 - 2:14:47 AM GMT- IP address: 174.205.38.172



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

Signature Date: 2023-02-03 - 2:15:32 AM GMT - Time Source: server- IP address: 174.205.38.172



Agreement completed.

2023-02-03 - 2:15:32 AM GMT

