

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

THIS MEMORANDUM OF UNDERSTANDING is made and entered into by and between the City of Santa Fe (the "City") and the County of Santa Fe (the "County"). The date of this Agreement shall be the date when it is executed by the City and the County whichever occurs last.

WITNESSETH:

The County desires to use various parking facilities which are owned by the City in order to provide parking for County employees. The County is willing to pay the City for parking permits as provided in this Agreement.

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

1. PURPOSE

The purpose of this MOU is to describe in writing the terms of the Memorandum of Understanding between the City and the County for parking permits and payment by the County for parking permits for County employees at parking lots located in Santa Fe at 119 S. Federal Place ("SFCCC"); and six (6) parking spaces on the north side of the 200 block of Montezuma Street, Santa Fe (the "Montezuma Street Parking"). These parking lots and parking spaces are either on property owned by the City or leased by the City.

2. SCOPE OF AGREEMENT AND RESPONSIBILITIES OF THE PARTIES

The City and County agree that in order for the City to provide parking permits, each party agrees to the terms and responsibilities stated in this Agreement.

A. The City shall provide the County with parking permits for Santa Fe County employees to park at the parking lots identified above. The rates to be paid by the County to the City shall be as stated below. The City shall provide ten (10) days written notice to the County if the Santa Fe City Council approves any changes to the parking rates stated herein. Any new parking rates approved by the City Council shall apply to this MOU on the first day of the month following the month in which the change was approved by the City Council. For parking lots which the City leases from a property owner, the City will provide thirty (30) days written notice to the County if the City's lease with the property owner in any way affects the number or location of parking permits paid for by the County for that parking lot.

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

A. Parking Permits for FY 2016 (July 1, 2015 to June 30, 2016)

1. SFCCC. Subject to 3.A.4 below, the County will receive and pay for twenty-five (25) parking permits at the rate of sixty-five dollars (\$65.00) per month (\$19,500.00 annually).

2. Montezuma Street Parking. The County will receive and pay for six (6) parking permits at the rate of ten dollars (\$10.00) per space per day or fifty dollars (\$50.00) per space per week or (\$15,000.00 annually @ \$50 x 50 weeks x six (6) spaces).

These six (6) parking spaces have been designated as ADA parking spaces.

B. Parking Permits for FY 2017 (July 1, 2016 to June 30, 2017)

1. SFCCC. Subject to 3.A.4 below, the County will receive and pay for twenty-five (25) parking permits at the rate of sixty-five dollars (\$65.00) per month (\$19,500.00 annually).

2. Montezuma Street Parking. The County will receive and pay for six (6) parking permits at the rate of ten dollars (\$10.00) per space per day or \$50 per space per week or (\$15,000.00 annually @ \$50 x 50 weeks x six (6) spaces). These six (6) parking spaces have been designated as ADA parking spaces.

C. Parking Permits for FY 2018 (July 1, 2017 to June 30, 2018)

1. SFCCC. Subject to 3.A.4 below, the County will receive and pay for twenty-five (25) parking permits at the rate of sixty-five dollars (\$65.00) per month (\$19,500.00 annually).

2. Montezuma Street Parking. The County will receive and pay for six (6) parking permits at the rate of ten dollars (\$10.00) per space per day or \$50 per space per week or (\$15,000.00 annually @ \$50 x 50 weeks x six (6) spaces). These six (6) parking spaces have been designated as ADA 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 locations 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 by written amendment to this MOU.

4. PAYMENT

A. The County shall pay the City in full payment for parking permits issued by the City pursuant to this MOU as follows:

1. For FY 2016 - \$34,500.00 total: Twelve (12) monthly payments of two thousand eight hundred and seventy five (\$2,875.00) each. The City shall submit monthly

invoices to the County for the amounts due in FY 2016. The County shall remit payment to the City Parking Division Contracts Analyst within thirty (30) days of the date of the County's receipt of the invoice from the City.

2. For FY 2017 - \$34,500.00 total: Twelve (12) monthly payments of two thousand eight hundred and seventy five (\$2,875.00) each. The City shall submit monthly invoices to the County for the amounts due in FY 2017. The County shall remit payment to the City Parking Division Contracts Analyst within thirty (30) days of the date of the County's receipt of the invoice from the City.
3. For FY 2018 - \$34,500.00 total: Twelve (12) monthly payments of two thousand eight hundred and seventy five (\$2,875.00) each. The City shall submit monthly invoices to the County for the amounts due in FY 2018. The County shall remit payment to the City Parking Division Contracts Analyst within thirty (30) days of the date of the County's receipt of the invoice from the City.
4. If the County fails to remit any monthly payment within thirty (30) days from the date of receipt of an invoices from the City, the City has the right to deny County employees and other holders of parking permits issued to the County pursuant to this MOU, use of the parking permits or key cards. Upon the City's request, the County shall immediately return all unpaid parking permits and key cards to the City.
5. Total payment for parking permits for FY 2016 through FY 2018:
\$103,500.00

5. TERM

This Memorandum of Understanding shall terminate on June 30, 2018, unless earlier terminated pursuant to paragraph 6 below, or unless otherwise extended by the parties in writing prior to December 31, 2017.

6. TERMINATION

This Memorandum of Understanding may be terminated prior to June 30, 2018, by either of the parties hereto upon written notice delivered to the other party at least thirty (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 key cards to the City. The County's failure to do so shall constitute a breach of this MOU.

7. LIABILITY

Neither party shall be liable for any claims, action, demand, suit or judgment arising from the other party's performance under this MOU or the performance of the other party's agents, officers, employees, representatives and subcontractors. Both parties shall only be liable for any claim action demand, suit or judgment arising from its own performance under this MOU or the performances of its own agents, officers, employees, representatives and subcontractors.

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

By entering into this MOU, 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, Section 41-4-1 et seq, NMSA 1978, as amended.

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 ~~Authority~~ ^{County} shall assign or transfer any interest in this MOA or assign any claims for money due or to become due under this MOU without the prior written approval of the other party.

County *KW 8.25.15*

RDD
8/2/15

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 Director
 PO Box 909
 Santa Fe, New Mexico 87504-0909

To the County: County of Santa Fe
 County Manager
 PO Box 276
 126 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:



JAVIER M. GONZALES, MAYOR

DATE: 8/5/15

COUNTY OF SANTA FE:



KATHERINE MILLER, MANAGER

DATE: 8.25.15

ATTEST:

Yolanda Y. Migil
YOLANDA Y. MIGIL, CITY CLERK
CC mtg. 7/29/15

APPROVED AS TO FORM:

Kelley A. Brennan 6/29
KELLEY A. BRENNAN,
CITY ATTORNEY

APPROVED AS TO FORM:

Gregory Shaffer 8/21/15
GREGORY SHAFFER,
COUNTY ATTORNEY

APPROVED:

Oscar Rodriguez 8-3-2015
OSCAR RODRIGUEZ,
FINANCE DIRECTOR

APPROVED:

Carole Jaramillo 8/24/15
CAROLE JARAMILLO,
DIRECTOR

51150.435800
51150.437550