AMENDMENT NO. 5
TO AGREEMENT
BETWEEN SANTA FE COUNTY AND MICHAEL'S VALET

THIS AMENDMENT is made this 6th day of Nov, 2026, between **Santa Fe County** (the "County"), and **MICHAEL'S VALET,** P.O. Box 5413, Santa Fe New Mexico 87502 (the "Contractor").

WHEREAS, on May 25, 2022, the County and the Contractor entered into Agreement No. 2022-0238-PW/BT (the "Agreement") to provide for the Contractor's provision of parking management services for the County parking lots at 100 Catron Street (referenced currently as 240 Grant) and 102 Grant Avenue in Santa Fe; and

WHEREAS, according to Section 15 (No Oral Modification; Written Amendments Required), amendments and modifications to the Agreement are required to be in writing and signed by the parties; and

WHEREAS, by Amendment Nos. 1 and 4 the Agreement was amended to modify the Contractor's services, update Exhibit A, and extend the term to May 25, 2027; and

WHEREAS, pursuant to a separate agreement between the County and the El Dorado Partnership, the El Dorado Partnership agreed to provide fifteen (15) parking spaces for County's use for so long as the County occupies the premises known as the old County Courthouse, Palace and Grant Avenue, Santa Fe, New Mexico; and

WHEREAS, by this Amendment No. 5 the parties agree to amend the Agreement to include the fifteen (15) parking spaces provided for County's use pursuant to its agreement with the El Dorado Partnership as an additional location for the Contractor's parking management services.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. Article 1 (Purpose and Scope of Service) is amended to add the following paragraph:

   The Contractor is authorized to provide parking management services for the fifteen (15) parking spaces made available to the County pursuant to its agreement with the El Dorado Partnership, located at the Eldorado Hotel parking garage in Santa Fe, New Mexico. Such services shall be subject to the terms and conditions of the Agreement, as amended, and shall not exceed the County's rights to use the parking spaces under its agreement with the El Dorado Partnership. The Contractor's access to and use of these parking spaces shall be limited to evenings and weekends, Monday through Friday, from 5:00 p.m. to 7:30 a.m. the following day, and all day on Saturdays and Sundays, consistent with the access restrictions and permitted hours of operation established under

the Agreement. The Contractor's use of the parking spaces shall not interfere with, restrict, or otherwise impede County employees' regular use or access to the spaces.

2. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1 thought 4 and this Amendment No. 5 will remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 5 as of the date of last signature by the parties.

SANTA FE COUNTY

Gregory S. Shaffer
Santa Fe County Manager

11/5/2026
Date

Approved as to form:

Peter Valencia for
Walker Boyd
Santa Fe County Attorney

11/3/2026
Date

CONTRACTOR – MICHAEL'S VALET:

Michael Trujillo

11/4/2026
Date

AMENDMENT NO. 4 TO AGREEMENT
BETWEEN SANTA FE COUNTY AND MICHAEL'S VALET

THIS AMENDMENT is made this 7th day of May, 2026, between **Santa Fe County** (the "County"), and **Michael's Valet,** P.O. Box 5413, Santa Fe New Mexico 87502 (the "Contractor").

WHEREAS, on May 25, 2022, the County and the Contractor entered into Agreement No. 2022-0238-PW/BT (the "Agreement") to provide for the Contractor's provision of parking management services for the County parking lots at 240 Grant Avenue and 102 Grant Avenue in Santa Fe; and

WHEREAS, according to Section 15 (No Oral Modification; Written Amendments Required), amendments and modifications to the Agreement are required to be in writing and signed by the parties; and

WHEREAS, by Amendment Nos. 1 through 3 the Agreement was amended to modify the Contractor's services, extend the term to May 25, 2025, replace Exhibit A, attach Exhibit B, and extend the term to May 25, 2026; and

WHEREAS, by this Amendment No. 4 the parties agree to amend the Agreement to extend the term to May 25, 2027.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. Article 4 (Effective Date and Term) insert a subparagraph c to read:

    c. By Amendment No. 4 the term is extended to May 25, 2027.

2. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1 through 3 and this Amendment No. 4 will remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 4 as of the date of last signature by the parties.

SANTA FE COUNTY

5/7/2026

Gregory S. Shaffer
Santa Fe County Manager

Date

Approved as to form:

Roberta D. Joe for W.B.
Walker Boyd
Santa Fe County Attorney

4/28/2026
Date

CONTRACTOR – MICHAEL'S VALET

Michael Trujillo

5/5/26
Date

AMENDMENT NO. 3
TO AGREEMENT NO. 2022-0238-CMO/BT WITH MICHAEL'S VALET

THIS AMENDMENT is made this **22nd** day of **May**, 2025, between **Santa Fe County** (the "County"), and **MICHAEL'S VALET,** PO Box 5413, Santa Fe, New Mexico 87502 (the "Contractor").

WHEREAS, on May 25, 2022, the County and the Contractor entered into Agreement No. 2022-0238-PW/BT (the "Agreement") to provide for the Contractor's provision of parking management services for the County parking lots at 240 and 102 Grant Avenue in Santa Fe; and

WHEREAS, according to Section 15 (No Oral Modification; Written Amendments Required), amendments and modifications to the Agreement are required to be in writing and signed by the parties; and

WHEREAS, by Amendment Nos. 1 and 2 the Agreement was amended to modify the Contractor's scope of services and extend the term to May 25, 2025; and

WHEREAS, by this Amendment No. 3 the parties agree to amend the Agreement to replace Exhibit A with an updated exhibit and extend the term to May 25, 2026.

NOW THEREFORE, by this Amendment No. 3 the parties agree to amend the Agreement as follows:

1. Article 3.A (Compensation, Invoicing and Set-Off) delete "to Exhibit A, Price Sheet (hourly rates)," and replace with "with Exhibit A (Contractor's updated parking attendant hourly rate and total weekly rate of $1,045.00)".

2. Article 3.A (Compensation, Invoicing and Set-Off) insert a subpart 2 to read:

    2) On or before the 15th of each month beginning June, 2025, Contractor will submit a written request for payment or invoice using the invoice form attached as Exhibit B. The invoice must indicate the total hours that parking attendant services were provided; the total compensation due for parking attendant services; the gross revenue from all public parking generated during non-business hours; and net revenue adjustment (after deduction of operational expenses and taxes due) from all public parking generated during non-business hours. The invoice will calculate whether, after the net revenue is split 50/50 between County and Contractor and a deduction is made for compensation due to the Contractor for parking attendant services, compensation is due from the

County to the Contractor, or whether payment from the Contractor is to be made to the County.

3. Article 3.B (Compensation, Invoicing and Set-Off) subparagraph 1), replace "David Padilla, Santa Fe County, Facilities Maintenance, Property Control Division," with "Michele Caskey, Santa Fe County Public Works, Real Property Supervisor," and replace telephone number "992-3021" with "995-9579."

4. Article 4 (Effective Date and Term) insert a subparagraph c to read:

   c. By Amendment No. 3 the term is extended to May 25, 2026.

5. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1, 2 and this Amendment No. 3 will remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 3 as of the date of last signature by the parties.

SANTA FE COUNTY



Gregory S. Shaffer — 5/22/2025

Santa Fe County Manager — Date

Approved as to form:

Roberta D. Joe for W.B. — May 20, 2025

Walker Boyd — Date

Santa Fe County Attorney

CONTRACTOR – MICHAEL'S VALET:

(*see next page for signature*)

Signature — Date

County to the Contractor, or whether payment from the Contractor is to be made to the County.

3. Article 3.B (Compensation, Invoicing and Set-Off) subparagraph 1), replace "David Padilla, Santa Fe County, Facilities Maintenance, Property Control Division," with "Michele Caskey, Santa Fe County Public Works, Real Property Supervisor," and replace telephone number "992-3021" with "995-9579."

4. Article 4 (Effective Date and Term) insert a subparagraph c to read:

   c. By Amendment No. 3 the term is extended to May 25, 2026.

5. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1, 2 and this Amendment No. 3 will remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 3 as of the date of last signature by the parties.

SANTA FE COUNTY

5/22/2025

Gregory S. Shaffer
Santa Fe County Manager

Date

Approved as to form:

Roberta D. Joe for W.B.

Walker Boyd
Santa Fe County Attorney

May 20, 2025

Date

CONTRACTOR – MICHAEL'S VALET:

Signature

May 20th 2025

Date

Exhibit A

Agreement No. 2022-0238-CMO/BT



Michaels Valet

PO Box 5413 Santa Fe NM 87502

mtsreservation@gmail.com 505-995-8689

EXHIBIT A1

ONE PARKING ATTENDANT, ON SITE AT 100 CATRON ST. and 102 Grant St. IN SANTA FE, NM

HOURS OF OPERATION, M-F, 7:30AM – 5:00PM,..... 9.5 HRS/DAY

HOURLY RATES PER PARKING ATTENDANT.....$ 22.00/HR

TOTAL WEEKLY AMOUNT.....$1045.00, Excl. Tax

Less Adjusted offset from revenue received by Contractor

Michael Trujillo

Exhibit B

Santa Fe County Public Works
PO Box 276
Santa Fe, New, Mexico 87504
(505) 992-9870

INVOICE

Customer	
Name	
Address	
City	
State/ZIP	

Date	
Customer No.	
Invoice No:	
Reporting Period:	

Vendor Information			
Description	**Hourly Rate**	**Hours Worked**	**TOTAL**
Parking Attendant Services 240 Grant M-F 7:30am-5:30pm during County business hours	$ 22.00		$ -

Deductions			
Total Monthly Revenue	**GRT**	**Additional Costs**	**TOTAL**
	$ -		$ -

Net proceeds to SFC:	$ -
Net proceeds to Vendor:	$ -
Amount due to SFC from Vendor:	$ -

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

MAKE CHECK PAYABLE TO SANTA FE COUNTY
PO Box 276 Santa Fe, NM 87504
Attn: Chris Chappell
(505) 992-9870

Customer:			
Customer No:		Date:	
Invoice No:		Due Date:	DUE UPON RECEIPT
Amount Due:		Terms:	DUE UPON RECEIPT

THANK YOU FOR YOUR BUSINESS!

AMENDMENT NO. 2
TO AGREEMENT
BETWEEN SANTA FE COUNTY AND MICHAEL'S VALET

THIS AMENDMENT is made this 17 day of May, 2024, between **Santa Fe County** (the "County"), and **MICHAEL'S VALET,** P.O. Box 5413, Santa Fe New Mexico 87502 (the "Contractor").

WHEREAS, on May 25, 2022, the County and the Contractor entered into Agreement No. 2022-0238-PW/BT (the "Agreement") to provide for the Contractor's provision of parking management services for the County 's parking lots at 100 Catron Street and 102 Grant Avenue in Santa Fe; and

WHEREAS, according to Section 15 (No Oral Modification; Written Amendments Required), amendments and modifications to the Agreement are required to be in writing and signed by the parties; and

WHEREAS, by Amendment No. 1 the parties agreed to amend the Agreement to extend the term to May 25, 2024, and amend the Contractor's services.

NOW THEREFORE, by this Amendment No. 2 the parties agree to amend the Agreement as follows:

1. Article 4 (Effective Date and Term) insert a subparagraph b to read:

   b. By Amendment No. 2 the term is extended to May 25, 2025.

2. All other provisions of the Agreement not specifically amended or modified by Amendment No. 1 and this Amendment No. 2 will remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 2 as of the date of last signature by the parties.

SANTA FE COUNTY

Gregory S. Shaffer
Santa Fe County Manager

5/17/2024
Date

Approved as to form:

Roberta D. Joe for J.Y.
Jeff Young
Santa Fe County Attorney

May 14, 2024
Date

CONTRACTOR – MICHAEL'S VALET:

Signature

5/15/24
Date

Michael Trujillo
Print name and title

AMENDMENT NO. 1
TO AGREEMENT
BETWEEN SANTA FE COUNTY AND MICHAEL'S VALET

THIS AMENDMENT is made and entered into this 25th day of May, 2023, between **Santa Fe County** (the "County"), and **MICHAEL'S VALET,** P.O. Box 5413, Santa Fe New Mexico 87502 (the "Contractor").

WHEREAS, on May 25, 2022, the County and the Contractor entered into Agreement No. 2022-0238-PW/BT (the "Agreement") to provide for the Contractor's provision of parking management services for the County's parking lots at 100 Catron Street and 102 Grant Avenue in Santa Fe; and

WHEREAS, according to Section 15 (No Oral Modification; Written Amendments Required), amendments and modifications to the Agreement are required to be in writing and signed by the parties; and

WHEREAS, by this Amendment No. 1 the parties agree to amend the Agreement to extend the term of the Agreement to May 25, 2024, and amend the Contractor's services.

NOW THEREFORE the parties agree to amend the Agreement as follows:

1. Article 1 (Purpose and Scope of Services), delete "Special Events" in the third sentence.

2. Article B (County's duties) delete subparagraph b) in its entirety and replace with:

   b) The County will permit the Contractor access to the Parking Structure for parking administration during County off-hour events such as Indian Market, Spanish Market, Santa Fe Fiestas and Zozobra, for the purpose of collecting revenue from parking fees. A minimum of $16,000.00 in fees will be collected by the Contractor during these events and paid to the County's Employee Benefits Committee no later than December 1, 2023. This minimum amount is subject to change if any of these events are canceled by the event sponsor.

County for de minimis fringe benefits adminstered by the

3. Article 4 (Effective Date and Term) insert a subparagraph a to read:

   a. By Amendment No. 1 to this Agreement the term is extended to May 25, 2024.

4. All other provisions of the Agreement not specifically amended or modified by this Amendment No. 1 will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the date of last signature by the parties.

SANTA FE COUNTY

Gregory S. Shaffer
Santa Fe County Manager

6/1/2023
Date

Approved as to form:

Roberta D. Joe for J.Y.
Jeff Young
Santa Fe County Attorney

May 25, 2023
Date

Finance Division:

Yvonne S. Herrera
Finance Director

5/26/2023
Date

CONTRACTOR – MICHAEL'S VALET:

Signature

05-26-2023
Date

Michael Trujillo
Print name and title

SERVICE AGREEMENT BETWEEN SANTA FE COUNTY AND MICHAEL'S VALET FOR PARKING MANAGEMENT SERVICES AT 100 CATRON STREET, AND 102 GRANT AVENUE, SANTA FE

THIS AGREEMENT is made and entered into this 25th day of MAY 2022, by and between **SANTA FE COUNTY**, hereinafter the "County," and **MICHAEL'S VALET**, P.O. Box 5413, Santa Fe New Mexico 87502, hereinafter the "Contractor".

WHEREAS, pursuant to NMSA 1978, 13-1-126 (Sole source procurement), the Chief Procurement Officer determined that this service is a sole source and may be procured without competitive sealed bids or competitive sealed proposals; and

WHEREAS, the County is in need of parking management services for the parking lots located at 100 Catron Street and 102 Grant Street, Santa Fe, New Mexico; and

WHEREAS, the Contractor is a sole provider in Santa Fe of the services needed by the County and it is qualified to provide the needed parking management services for the County; and

WHEREAS, the County requires parking monitoring services in order to provide adequate parking for the public to conduct business at the County Administration Office,100 Catron St., in Santa Fe; and

WHEREAS, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW, THEREFORE, the parties agree:

1. PURPOSE AND SCOPE OF SERVICES

The purpose of this Agreement is to provide parking management and oversight services of the 2-level parking lots located at the Santa Fe County Administration Building, 100 Catron Street, and at the Santa Fe County building at 102 Grant Avenue, Santa Fe (collectively the "Parking Structure"), during County business hours, while also providing public parking during County "off-hours" and generate revenue to off-set the cost of the Contractor's services. In order to carry out the services under this Agreement, the Contractor will have access to the Parking Structure during non-operational or non-business hours of the County. The Contractor shall monitor parking for both County employees and the public who need to conduct business at the Santa Fe County Administration Building during the County's regular business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, subject to Special Events, County holidays or other uses by the County.

A. Contractor's Services

a) Provide one parking attendant at the Parking Structure on 100 Catron between the hours of 7:30 a.m. and 5:30 p.m., Monday through Friday (County's regular business hours) to monitor assist with parking by County employees.
b) Divert unauthorized vehicles from the Parking Structure at both levels of the Parking Structure on Catron Street.
c) Allow only authorized parking or by those who display a County parking permit at the Parking Structure.
d) Restrict any parking of County fleet vehicles at the Parking Structure.
e) At the Parking Structure at 100 Catron, monitor the lower-level parking for County employees that have permits and that work in the County Administration Building
f) At the Parking Structure at 100 Catron, monitor upper-level parking to County employees that have permits and public members who are conducting business at the County Administration Building.
g) At the Parking Structure at 100 Catron, provide directions and assistance to the public who are conducting business at the County Administration Building.
h) Provide a monthly detailed report of all public parking and any unauthorized activities at the Parking Structure, as well as all revenue generated by paid by non-County public parking during non-business hours of the County. The Contractor's monthly report will include a pay application.
i) Control and prevent all vagrancy or vandalism activities.

B. County's duties

a) The County will permit the Contractor to have access to and administer the Parking Structure during the County's non-business hours in order to make available and provide paid parking to the public. The revenue indicated in the report required by A.h) above may be used to off-set the cost charged by the Contractor to perform the Scope of Services of this Agreement.
b) Contractor will not have access or administer parking at the Parking Structure during the dates and times of Santa Fe special events such as Indian Market, Spanish Market, Santa Fe Fiestas and Zozobra Celebrations, or other times as notified by the County.

2. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1 (Scope of Services), of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 3 (Compensation, Invoicing and Set-off), of this Agreement, and for no other cost, amount, fee or expense.

B. The County may from time to time request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in a written amendment to this Agreement.

3. COMPENSATION, INVOICING AND SET-OFF

A. The total amount payable to the Contractor under this Agreement shall be in accordance to Exhibit A, Price Sheet (hourly rates), less the amount of adjustment based on weekly revenue generated by paid public parking by the Contractor.

1) This amount is a maximum and not a guarantee that the Services assigned to be performed by Contractor for County employees or for other County parking purposes, under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the deliverables for which payment is sought.

1) The County's representative for certification of acceptance or rejection of contractual services shall be **David Padilla, Santa Fe County, Facilities Maintenance, Property Control Division,** 424 NM 599 Frontage Road, Santa Fe, New Mexico, (505) 992-3021, or such other individual as may be designated in the absence of the County representative.

2) The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual services.

3) Within 30 days of the issuance of a written certification accepting the services, the County shall tender payment for the accepted services. In the event the County fails to tender payment within 30 days of the written certification accepting the items or services, the County shall pay late payment charges of one and 1.5% per month until the amount due is paid in full.

C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

4. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate one year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the term of this Agreement in one year increments not to exceed four years in total

5. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly

authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

8. ASSIGNMENT

The Contractor 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 advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

9. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

10. PERSONNEL

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

11. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

14. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1 (Scope of

Services), of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

16. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

C. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be state district courts of New Mexico, located in Santa Fe County.

20. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of three years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of three years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

21. INDEMNIFICATION

A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

23. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County:
Santa Fe County
Attn: **David Padilla,** Facilities Maintenance
424 NM 599 Frontage Road
PO Box 276
Santa Fe, New Mexico 87504

To the Contractor:
Michael Trujillo
dba Michael's Valet
P.O. Box 5413
Santa Fe New Mexico, 87502

24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the New Mexico Secretary of State on Contractor's behalf.

C. Contractor is legally registered and is properly licensed by the State of New Mexico to provide the services anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

25. FACSIMILE OR ELECTRONIC SIGNATURE

The parties hereto agree that a facsimile or electronic signature has the same force and effect as an original for all purposes.

26. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

27. INSURANCE

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than $1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County shall be a named additional insured on the policy.

C. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

28. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

29. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure form approved by the County.

32. SURVIVAL

The provisions of following paragraphs shall survive termination of this Agreement: INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; and SURVIVAL.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of last signature by the parties hereto.

SANTA FE COUNTY

Gregory S. Shaffer
Santa Fe County Manager

5/25/22
Date

Approved as to form:

Roberta D. Joe for R.A.B.
Rachel A. Brown
Interim Santa Fe County Attorney

May 18, 2022
Date

Finance Division:

Yvonne S. Herrera
County Finance Director

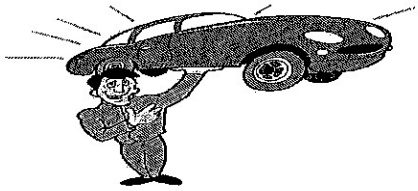
5/25/2022
Date

CONTRACTOR – MICHAEL'S VALET:

(Signature)

5/24/2022
Date

Michael Truglia
(Print name and title)



Michaels Valet

PO Box 5413 Santa Fe NM 87502

mtvreservation@gmail.com 505-995-8689

EXHIBIT A

ONE PARKING ATTENDANT, ON SITE AT 100 CATRON ST. and 102 Grant St. IN SANTA FE, NM

HOURS OF OPERATION, M-F, 7:30AM – 5:00PM,..... 9.5 HRS/DAY

HOURLY RATES PER PARKING ATTENDANT.....$ 19.00/HR

TOTAL WEEKLY AMOUNT.....$902.50, Excl. Tax

Less Adjusted offset from revenue received by Contractor

Michael Trujillo