

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 07/29/2015
ITEM FROM FINANCE COMMITTEE MEETING OF 07/13/2015

ISSUE:

9. Request for Approval of Memorandum of Understanding – Parking Permits and On-Street Parking Spaces for Use of Various Parking Facilities for County Employees; Santa Fe County. (Noel Correia)

FINANCE COMMITTEE ACTION:

Approved as Consent item.

FUNDING SOURCE: 51150.435800/437550

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	Acting Chair X		
COUNCILOR LINDELL	Excused		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ	Excused		

06/29/2015

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, JULY 6, 2015**

ITEM 8

REQUEST FOR APPROVAL OF A MEMORANDUM OF UNDERSTANDING FOR PARKING PERMITS FOR THE USE OF VARIOUS PARKING FACILITIES FOR COUNTY EMPLOYEES; SANTA FE COUNTY (NOEL CORREIA)

PUBLIC WORKS COMMITTEE ACTION: Approved on consent

FUNDING SOURCE: 51150.435800/437550

SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO			
COUNCILOR BUSHEE	Excused		
COUNCILOR DIMAS	X		
COUNCILOR DOMINGUEZ	X		
COUNCILOR RIVERA	X		

City of Santa Fe, New Mexico

memo

DATE: July 6, 2015

TO: Public Works Committee

VIA: Jon Bulthuis, Transportation Department Director 

FROM: Noel Correia, Parking Division Director 

RE: Santa Fe County MOU

ITEM AND ISSUE:

Request for Approval of three-year MOU between the City of Santa Fe (City) and the Santa Fe County (County).

BACKGROUND AND SUMMARY:

The Parking Division is requesting approval to enter into a new three-year MOU with the County for the use of parking permits and on-street parking spaces for County employees.

The Parking Division and the County have maintained an agreement for parking services for some time. Since opening its courthouse on Montezuma Street, the County has required fewer parking spaces from the City and thus has reduced the number of leased spaces in this MOU. The new proposed MOU includes twenty five (25) SFCCC Garage permits (\$65 per month per permit) and six (6) Montezuma Ave. on-street permits (\$50 per week per permit) for an annual fee of thirty four thousand five hundred dollars (\$34,500.00). The total expected revenue for this three-year MOU is one hundred three thousand and five hundred dollars (\$103,500.00). Revenue will be credited to 51150.439910 (Rev Parking Enterprise Fund / Other-Reimb Exp).

RECOMMENDED ACTION:

1. Approval of MOU between the City and the County for the use of parking permits and on-street parking spaces for one hundred three thousand five hundred dollars (\$103,500.00).

Attachments: (1) Copy of original MOU between Santa Fe County and City of Santa Fe
Contract Summary

**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. SECCC. 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. SECCC. 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. SECCC. 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 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.

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:

COUNTY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

KATHERINE MILLER, MANAGER

DATE: _____

DATE: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 6/29

KELLEY A. BRENNAN,
CITY ATTORNEY

APPROVED AS TO FORM:

GREGORY SHAFER,
COUNTY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ,
FINANCE DIRECTOR

APPROVED:

CAROLE JARAMILLO,
DIRECTOR

51150.435800
51150.437550



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Section to be completed by department for each contract or contract amendment

1 ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor Santa Fe County

3 Complete information requested Plus GRT
Inclusive of GRT

Original Contract Amount: \$103,500.00

Termination Date: June 30, 2018

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Use of parking permits and on-street parking spaces.

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for:

4 **History** **Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT

Inclusive of GRT
Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 103,500



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other Revenue generating agreement _____

6 **Procurement History:** Exempt from procurement
example: (First year of 4 year contract)

7 **Funding Source:** SFCCC Parking Permits / On-street **BU/Line Item:** 51150.435800/51150.437550

8 **Any out-of-the ordinary or unusual issues or concerns:**
Please see attached memo
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Sara Smith

Phone # 955-6674

10 **Certificate of Insurance attached.** (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments: