

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, MARCH 24, 2014**

ITEM 11

REQUEST FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) AMENDMENT NO. 2 BETWEEN THE CITY OF SANTA FE AND THE SANTA FE COUNTY (COUNTY) TO REDUCE THE TOTAL AMOUNT BY \$51,060 (PJ GRIEGO)

PUBLIC WORKS COMMITTEE ACTION: Approved on Consent

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

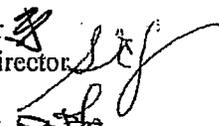
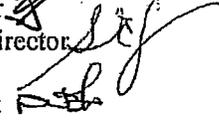
VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO			
COUNCILOR DIMAS	X		
COUNCILOR DOMINGUEZ	X		
COUNCILOR LINDELL	Excused		
COUNCILOR RIVERA	X		

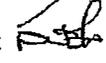
City of Santa Fe, New Mexico

memo

DATE: March 17, 2014

TO: Public Works Committee

VIA: Jon Bulthuis, Transportation Department Director 
Sevastian E. Gurule, Interim Parking Division Director 

FROM: P.J. Griego, Parking Enterprise Fund Accountant 

RE: Santa Fe County MOU Amendment #2

ITEM AND ISSUE:

Request for Approval of MOU Amendment #2 between the City of Santa Fe (City) and the Santa Fe County (County).

BACKGROUND AND SUMMARY:

The Parking Division is requesting approval of Amendment #2 to the MOU between the City and the County for the use of parking permits.

Upon execution of the current MOU, the County initially anticipated increasing the number of parking permits needed for fiscal year 2014/2015 (as outlined in the attached MOU). The County has not leased the previously occupied County Courthouse on the corner of Grant Ave. and Catron St. and intends to continue having County employees park in that lot until further notice. Therefore the total number of permits will remain the same as fiscal year 2013/2014; (25) SFCCC Garage permits and (3) Montezuma Ave. permits. The change will reduce the MOU amount by (\$51,060). The total MOU amount will be reduced from \$203,700 to \$152,640.

RECOMMENDED ACTION:

1. Approval of MOU Amendment #2 between the City and the County to reduce the total amount fifty one thousand sixty dollars (\$51,060).

Attachments: (1) Copy of original MOU between Santa Fe County and City of Santa Fe
(1) Copy of Amendment #1

**AMENDMENT NO. 2
TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN SANTA FE COUNTY AND THE CITY OF SANTA FE
FOR PARKING PERMITS**

THIS AMENDMENT is made and entered into this _____ day of _____ 2014, by and between the **City of Santa Fe** (the "City") and **Santa Fe County** (the "County").

WHEREAS, on September 3, 2013 the City and County entered into Memorandum of Understanding 2013-0348-CMO/BT [Item # 13-0879] (the "MOU") for parking spaces for the County and its employees;

WHEREAS, according to Article 11, (Amendment) of the MOU, the MOU may be amended by an instrument in writing executed by the parties;

WHEREAS, the City and the County executed Amendment No. 1 on November 13, 2013, to reduce the number of parking permits at the Santa Fe Community Civic Convention Center (SFCCC) from 35 to 25 for FY 2014, and a corresponding \$7,800.00 reduction in payment for SFCCC parking permits in FY 2014;

WHEREAS, the City and the County wish to enter into Amendment No. 2 to allow the City to continue to provide parking permits to be paid by the County in FY 2015 for the same number of permits and compensation as specified for FY 2014.

NOW, THEREFORE, IT IS MUTUALLY AGREED TO BY THE PARTIES TO AMEND THE MOU AS FOLLOWS:

1. Article 3 (Parking Permits for FY 2015 (July 1, 2014 to June 30, 2015), subpart C.2., the word "sixty-six" is deleted and replaced with "twenty-five" and the number "\$51,480.00" is deleted and replaced with "\$19,500.00".
2. Article 4 (Payment)
3. All other provisions of MOU No. 2013-0348-CMO/BT and Amendment No. 1 to 2013-0348-CMO/BT not specifically amended or modified by this Amendment No. 2 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment No.2 to Memorandum of Understanding No. 2013-0348-CMO/BT as of the date first written above.

CITY OF SANTA FE:

SANTA FE COUNTY:

Mayor

Katherine Miller, County Manager

Date: _____

Date: _____

Approved as to Form

City Attorney *Judith Arner for* 3/12/14

Stephen C. Ross, County Attorney

Date: _____

Date: _____

Finance Department Approval

Finance Director

Teresa C. Martinez
Finance Department Director

Date: _____

Date: _____

Attest:

Yolanda Y. Vigil, City Clerk



**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: \$211,500.00

Termination Date: June 30, 2015

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Use of parking permits

Amendment # 2 to the Original Contract# 13-0879

Increase/(Decrease) Amount \$ -51,060.00

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for: Decrease number of parking permits for FY 2014/2015

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

Amount \$ 211,500.00 of original Contract# 13-0879 Termination Date: 06/30/2015

Reason: MOU for use of parking permits

Amount \$ -7,800.00 amendment # 1 Termination Date: 06/30/2015

Reason: Reduce number of parking permits

Amount \$ -51,060.00 amendment # 2 Termination Date: 06/30/2015

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 152,640



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 _____

6 Procurement History: _____
example: (First year of 4 year contract)

7 Funding Source: Parking Meter Permits/SFCCC Lot BU/Line Item: 51150.435800/51150.437550.

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

9 Staff Contact who completed this form: PJ Griego
Phone # _____ -6857

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:

Large empty rectangular box for comments.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SANTA FE COUNTY AND THE
CITY OF SANTA FE**

This Memorandum of Understanding (“MOU”) 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 or leased 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 251 E. Alameda Street (“Archdiocese Lot”); 216 W. San Francisco Street (“Sandoval Parking Garage”); the Santa Fe Community Civic Convention Center at 119 S. Federal Place (“SFCCC”); Santa Fe City Meters Permit Zone A, (the “City Meter Permit Zone A”); 503 Camino de la Familia (“Railyard Garage”); De Vargas Street between Sandoval Street and Cerrillos Road (“De Vargas Street Parking”), and three (3) 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 2013 (July 1, 2012 to June 30, 2013)

1. Archdiocese Lot. Subject to the terms of the current lease between the City as lessee and the underlying property owner, the County will receive and pay for twenty-two (22) parking permits at the rate of forty-five dollars (\$45.00) per month (\$11,880.00 annually).

2. Sandoval Parking Garage. Subject to 3.A.4 below, the County will receive and pay for forty-one (41) parking permits at the rate of sixty-five dollars (\$65.00) per month (\$31,980.00 annually).

3. 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).

4. The total number of parking permits received by County for the Sandoval Parking Garage and the SFCCC is sixty-six (66). The County shall provide written notice to the City no later than June 30, 2013 of the number of Sandoval Parking Garage parking permits that the County could return to the City to be replaced by parking permits at SFCCC. If approved by the City and based on availability of parking at SFCCC, the City shall issue to the County SFCCC

parking permits equal to the number of Sandoval parking permits returned by the County to the City.

5. City Meter Permit Zone A. The County will receive and pay for ten (10) parking permits at the rate of sixty dollars (\$60.00) per month (\$7,200.00 annually).

6. Railyard Garage. The County will receive and pay for forty three (43) parking permits at the rate of sixty-five dollars (\$65.00) per month (\$33,540.00 annually).

7. DeVargas Street Parking. The County will receive and pay for seven (7) parking permits at the rate of sixty dollars (\$60.00) per month (\$5,040.00 annually).

8. Montezuma Street Parking. The County will receive and pay for three (3) parking permits at the rate of sixty dollars (\$60.00) per month (\$180.00 for the month of June 2013 and \$2,160.00 annually thereafter). These three parking spaces will be designated as ADA parking spaces.

B. Parking Permits for FY 2014 (July 1, 2013 to June 30, 2014)

1. SFCCC. The County will receive and pay for thirty-five (35) parking permits at the rate of sixty-five dollars (\$65.00) per month (\$27,300.00 annually).

2. Montezuma Street Parking. The County will receive and pay for three (3) parking permits at the rate of sixty dollars (\$60.00) per month (\$2,160.00 annually). These three parking spaces will be designated as ADA parking spaces.

C. Parking Permits for FY 2015 (July 1, 2014 to June 30, 2015)

1. Archdiocese Lot. The County will receive and pay for twenty-two (22) parking permits at the rate of forty-five dollars (\$45.00) per month (\$11,880.00 annually).

2. SFCCC. The County will receive and pay for sixty-six (66) parking permits at the rate of sixty-five dollars (\$65.00) per month (\$51,480.00 annually).

3. City Meter Permit Zone A. The County will receive and pay for ten (10) parking permits at the rate of sixty dollars (\$60.00) per month (\$7,200.00 annually).

4. Montezuma Street Parking. The County will receive and pay for three (3) parking permits at the rate of sixty dollars (\$60.00) per month (\$2,160.00 annually). These three parking spaces will be 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 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 2013- \$109,320.00 total: A lump sum payment of one hundred nine thousand three hundred twenty dollars (\$109,320.00) to be paid to the City Parking Division Enterprise Fund Accountant within thirty (30) days of the date of this MOU.
2. For FY 2014-\$29,460.00 total: Twelve (12) monthly payments of two thousand four hundred fifty-five dollars (\$2,455.00) each. The City shall submit monthly invoices to the County for the amounts due in FY 2014. The County shall remit payment to the City Parking Division Enterprise Fund Accountant within thirty (30) days of the date of the County's receipt of the invoice from the City.
3. For FY 2015-\$72,720.00 total: Twelve (12) monthly payments of six thousand sixty dollars (\$6,060.00) each. The County shall remit payment to the City Parking Division Enterprise Fund Accountant within thirty (30) days of the date of the County's receipt of the invoice from the City.
4. For FY 2014 and 2015, if the County fails to remit any monthly payment within thirty (30) days from the date of receipt of an invoice 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 2012 through FY 2015:
\$211,500.00.

5. TERM

This MOU shall terminate on June 30, 2015, unless earlier terminated pursuant to paragraph 6 below, or unless otherwise extended by the parties in writing prior to December 31, 2014.

6. TERMINATION

This MOU may be terminated prior to June 30, 2015 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 performance 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 agent 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. 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
P.O. Box 909
Santa Fe, New Mexico 87501
To the County: County of Santa Fe
County Manager
P.O. Box 276
102 Grant Avenue
Santa Fe, New Mexico 87504-0276

13. 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:

David Coss
David Coss, Mayor

Katherine Miller
Katherine Miller, Manager

DATE: 9-3-13
Approved as to form:

DATE: 8-26-13
Approved as to form:

Geno Zamora
Geno Zamora, City Attorney 7/9/13

Stephen C. Ross
Stephen C. Ross, County Attorney 7/18/13

Finance Department

Finance Department

Marcos A. Tapia
Marcos A. Tapia
Finance Director 8/29/13

Teresa C. Martinez
Teresa C. Martinez, Director 8/19/13

Attest:

Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk 8/14/13

**AMENDMENT NO.1
TO MOU BETWEEN SANTA FE COUNTY
AND THE CITY OF SANTA FE
FOR PARKING PERMITS**

THIS AMENDMENT is made and entered into this 13th day of November, 2013 by and between the City of Santa Fe (the "City") and Santa Fe County (the "County").

WHEREAS, on September 3, 2013 the City and County entered into Memorandum of Understanding 2013-0348-CMO/BT [Item # 13-0879] (the "MOU") for parking spaces for the County and its employees;

WHEREAS, according to Article 11 (Amendment) of the MOU, the MOU may be amended by an instrument in writing signed by the parties;

WHEREAS, the City and County wish to amend the MOU to provide for a reduction in the number of parking permits at the Santa Fe Civic Convention Center ("SFCCC") from 35 to 25 for FY 2014, and a corresponding \$7,800.00 reduction in payment for SFCCC parking permits for FY 2014.

NOW, THEREFORE, IT IS MUTUALLY AGREED TO BY THE PARTIES TO AMEND THE MOU AS FOLLOWS:

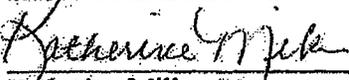
1. Article 3 (Parking Permits for FY 2014 (July 1, 2013 to June 30, 2014)), subpart B.1, the word "thirty-five" is deleted and replaced with "twenty-five"; the number "\$27,300.00" is deleted and replaced with "\$19,500.00."
2. Article 4 (Payment), subpart A.2, the number "\$29,460.00" is deleted and replaced with "\$21,660.00"; the words "two thousand four hundred fifty-five dollars (\$2,455.00)" are deleted and replaced with "one thousand eight hundred five dollars (\$1,805.00)."
3. Article 4 (Payment), subpart A.5, the year "2012" is deleted and replaced with "2013"; the number "\$211,500.00" is deleted and replaced with "\$203,700.00."
4. All other provisions of MOU 2013-0348-CMO/BT not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment No.1 to MOU 2013-0348-CMO/BT as of the date first written above.

CITY OF SANTA FE


Mayor David Coss

SANTA FE COUNTY


Katherine Miller, Manager

Date _____

Approved as to form

Indel Zamora for
Geno Zamora, City Attorney

Date 10/10/13

Finance Department

[Signature]
Marcos A. Tapia, Director

Date 10/27/13

Attest:

Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk

Date comety 11-13-13

Date 10/2/13

Approved as to form

[Signature]
Stephen C. Ross, Santa Fe County Attorney

Date 1/27/13

Finance Department

[Signature]
Teresa C. Martinez, Director

Date 10/3/13