

**MEMORANDUM OF AGREEMENT  
BETWEEN  
200 WEST DeVARGAS STREET ASSOCIATION  
and  
SANTA FE COUNTY**

THIS MEMORANDUM OF AGREEMENT, hereinafter "**Agreement**" is entered into as of the last date signed below and is made by and between Santa Fe County, a political subdivision of the state of New Mexico, hereinafter "**County**" and the 200 West Devargas Street Association, a New Mexico nonprofit corporation, hereinafter the "**Association**".

WHEREAS, it is necessary for the County to continue to utilize the eight parking rental spaces from the Association for the District Attorney's Office and law enforcement personnel (and not for public parking), and to continue with the County's Courthouse well monitoring remediation activities on the Association's western parking lot area for the benefit of adjoining property owned by the County ( First Judicial District Complex), all as previously leased and rented under Memorandum of Agreement dated August 8, 2013, that expired June 30, 2018; and

WHEREAS, the Association is willing to allow the County access to, and parking space on, properties owned by the Association and continued remediation and monitoring activities on and under the Association's western parking lot areas as identified hereafter under the following similar terms and conditions for another fiveyears, and the County is agreeable to said terms and conditions;

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

1. This Agreement shall be effective upon the date of last signature by the parties. For purposes of the County's payment of the parking rates provided for in this Agreement, the effective date for such payment shall be July 1, 2018 and the term of this Agreement shall be five) years. This Agreement shall terminate June 30, 2023, unless earlier terminated pursuant to paragraph 4 herein.
2. This Agreement encompasses the following properties and the rental rates to be included herein:
  - A. Eight parking spaces in the west parking lot of the Association opposite the District Attorney's Office as shown on Exhibit A hereto at the rental rate of \$80.00 per space per month, for use for the District Attorney's Office and law enforcement personnel (and not for public parking), subject

to the Association's right to relocate said spaces within the west parking lot on the south side, and/or in the expanded grassy remediation area, for a total of \$640.00 per month;

- B. An additional fee of \$360.00 per month so the County will have additional access to the western parking lot and grassy area (former location of burn off unit) for continued remediation activities and well monitoring, as further described and depicted on Exhibit A hereto, which includes consent for the New Mexico Environment Department to have access to the Association's property described in Exhibit A attached hereto for its well monitoring.
3. Payment of the above-recited amounts (total \$1,000.00 a month) by the County shall be made upon receipt of an invoice from the Association and in accordance with the statutory requirements for payments thereon, and payment shall be made payable to: 200 West Devargas Street Association and mailed to the Association's accounting: Larry Cornelius, CPA, Certified Public Accountants, P.C., P.O. Box 90039, Albuquerque, New Mexico 87199, in the total monthly rental amount of \$1,000.00.
  4. This Agreement may be terminated by either party upon written notice delivered to the other party at 60 days prior to the intended date of termination.
  5. Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of the Agreement.
  6. This Agreement is contingent upon sufficient annual 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 Association. Such termination shall be without penalty to 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.
  7. Notices required to be sent and received under this Agreement are as follows:

County

Santa Fe County Public Works  
Dept.  
Attn. Real Property Specialist  
P.O. Box 276  
Santa Fe, NM 87504

Association

200 West Devargas Street Association  
c/o Joseph F. Canepa, Its President  
200 West Devargas, Suite 7  
Santa Fe, NM 87501

8. Upon its receipt of all payments due under this Agreement, the Association 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. However, the County shall provide the Association with a Certificate of Liability/ Property Insurance covering their activities on Association property.
9. 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.
10. This Agreement was not intended to and does not create any rights in any persons not a party hereto.
11. No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, *et seq.*
12. This Agreement shall not be altered, changed, or amended except by an instrument executed in writing signed by all parties.
13. This Agreement encompasses all of the terms, conditions, and understandings between the parties and is intended to replace the prior Memorandum of Agreement between the parties dated January 5, 2010 which has been otherwise terminated by these parties.

IN WITNESS WHEREOF, the parties set their hands:


**SANTA FE COUNTY:**

  
Katherine Miller, Santa Fe County Manager

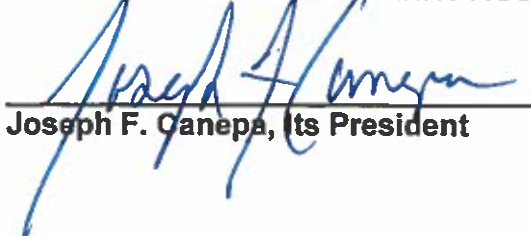
Approved as to form:

 6/7/18  
R. Bruce Frederick  
Santa Fe County Attorney

Finance Department:

 6/8/18  
Stephanie S. Clarke  
Finance Director

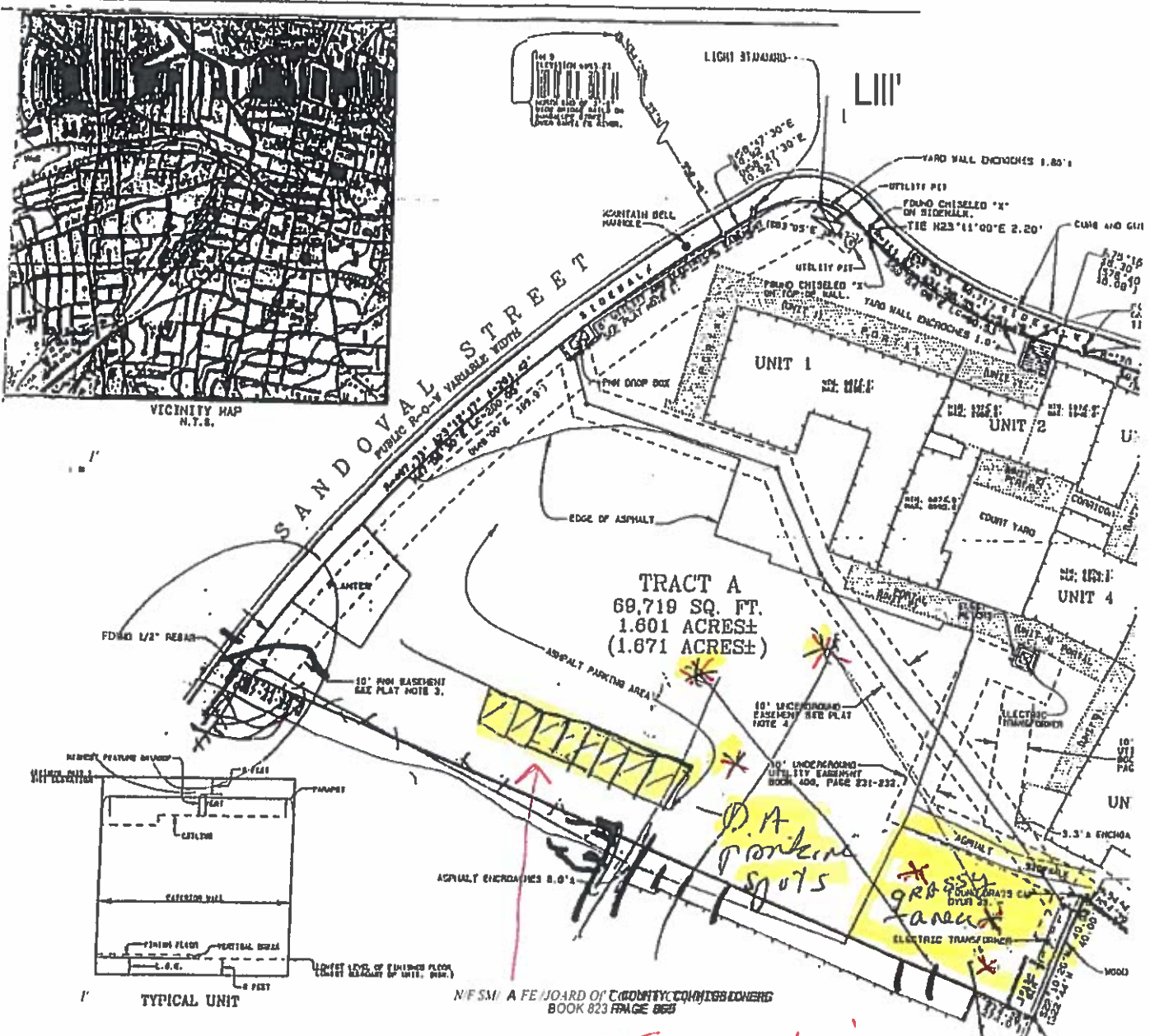
**200 WEST DeVARGAS STREET ASSOCIATION**

 June 5, 2018  
Joseph F. Canepa, Its President

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VICINITY MAP  
N.T.S.



### TYPICAL UNIT

NFSM/ A FE JOARD OF COUNTY COMMISSIONERS  
BOOK 823 PAGE 883

8 parking spaces

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Exhibit A

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**SURVEY**

I HEREBY CERTIFY TO YOU AND  
AND MY INTERESTS IN THE  
AT PRIVATE COPY FOR THE  
PROSECUTION ON APRIL 10, 1971  
IN THE MATTER OF THE  
AND THAT THE COPY IS  
A. C. 47-1A-1 27 20

4/10/71

4/10/71