

REQUEST FOR QUALIFICATIONS

Non-Congregate Solutions to Unsheltered Homelessness Safe Outdoor Space Site (OWNER)

Location: Santa Fe, New Mexico

Issued by:

The City of Santa Fe

**Community Health and Safety Department
Youth and Family Services Division**



RFQ # 25010

RELEASE DATE: 9 August 2024

SUBMISSION DUE DATE: 30 August 2024

1. INTRODUCTION

The City of Santa Fe (“City”) is seeking a property owner(s) (OWNER), or other qualified parties as provided for in Paragraph VI (Eligibility) below (collectively “Respondents”) with the capacity and qualifications to house Safe Outdoor Spaces (SOS) for people experiencing homelessness in the City of Santa Fe.

The target population are those who may be currently living in encampments and for whom the standard shelter services are not an option, either because of behavioral health issues, substance use, distrust of shelter services, owning a pet or wanting share space with a partner. The SOS will not shelter families with children but will be available to couples and individuals with pets. City of Santa Fe created a successful SOS pilot program that opened on March 28, 2024 that houses 11 residents with five pets.

2. PURPOSE OF THIS REQUEST FOR QUALIFICATIONS

The subject of this Request for Qualifications (“RFQ”) is to solicit applications from organizations, agencies, or other landowners and services providers to provide a space (and possibly services) for temporary, non-congregate emergency shelter and opportunities for those experiencing unsheltered homelessness to connect to services in a Safe Outdoor Space (SOS) in the city of Santa Fe. Safe Outdoor Spaces are designated sites for temporary shelter and amenities that allow our unhoused neighbors to have a safe space to sleep while providing basic human necessities and assisting in resource connection.

***Pertinent information, including and not limited to, amendments, answers to questions and supporting documents, will be posted at the following web site: sfpublicassets.org.**

3. PROPERTY

OWNER - Applicants must demonstrate their capability to provide the following services as described below: site preparation, design and layout, installation of required amenities, fulfillment of land use entitlement and permitting requirements, and any required upgrades to existing facility or property conditions needed to adequately support the proposed use. The selected applicant shall contract with a registered/licensed engineer and project manager to plan, design, and complete site preparation and other design and land use requirements of the project. The company Pallet will assume responsibility for erecting the shelters on the prepared site. The Owner shall work with a qualified project manager with experience on similar projects to oversee and coordinate the project requirements and build-out.

As part of the evaluation process for this solicitation, the City reserves the right to inspect the site to determine whether it meets the criteria as described below. Upon selection, the OWNER will be provided the opportunity to review detailed proprietary product specifications provided by Pallet before entering into a contract with the City.

A. Physical and infrastructure requirements for the site include:

- Modest gradient and minimal slope. Units can be shimmed or raised up to be leveled utilizing materials complying with applicable land use code regulations.
- Graveled, hard packed or paved surface material.

- Area secured with fencing, including gates.
 - Adequate existing electrical service or provision for/expansion of such service to meet power and lighting requirements of the project.
 - Water and sewer service.
 - Broadband service.
 - Other zoning and permitting requirements such as emergency services access and parking facilities
- B. Other amenities that will be the OWNER's responsibility to make available or install for the site include:
- Security cameras.
 - Operable lighting.
 - Trash receptacles.
 - On-site showers and restrooms or suitable area water/sewer hookups.
 - On-site storage for residents' items that don't fit within their shelter (such as bikes, etc.).
 - On-site office space for the use of services providers and overnight security operations.
 - Smoking area.
 - Pet relief area.
- C. In order to ensure proper sanitation, safety and functionality of the SOS, the OWNER will need to maintain cleanliness and work with the OPERATOR to accomplish routine maintenance, involving residents as possible, including:
- Litter Pick-Up
 - Safe Needle Disposal
 - Removal of debris as mandated by Fire Code.
 - Maintenance of walkways, common spaces, pet relief area and yard spaces
 - Hire contractor services for larger repairs including:
 - Repairs on units beyond wear and tear
 - Repairs to fencing, security cameras, site amenities
 - Other major infrastructure issues (e.g. sink holes, water/sewer line breaks, etc.)
- D. OWNER will be required to work in partnership with both the City and the OPERATOR to use its best efforts and act on good faith to ensure compliance with Pallet Village Dignity Standards, as described in the attachments. These standards ensure that all residents are provided a safe, affirming and dignified place to live while they work toward stable and permanent housing. By its review and acceptance of these standards, OWNER will affirm that discrimination or disparate treatment toward village residents will not be tolerated and that all principals identified in the Standards will be fully supported.
- E. Specifications For Insurance:
- a. Liability Insurance of up to \$1,000,000.000

The City's role. Depending on the characteristics of the site, the City may construct or hire an outside contractor to construct the infrastructure required to support the shelter village. The City will work with the OWNER to ensure that proper site preparation, design and layout, and permitting processes are completed. The City will also supervise the delivery and installation of the pallet shelter structures and hookups to necessary utilities

4. BACKGROUND INFORMATION ON THE SITE IF APPLICABLE

The City is soliciting applications from organizations, agencies, or other landowners to provide a space for temporary, non-congregate emergency shelter and opportunities for those experiencing unsheltered homelessness to connect to services in a Safe Outdoor Space (SOS) in the city of Santa Fe. Safe Outdoor Spaces are designated sites for temporary shelter and amenities that allow our unhoused neighbors to have a safe space to sleep while providing basic human necessities and assisting in resource connection.

The SOS site could contain up to 50 stand-alone structures manufactured by Pallet, LLC and owned by the City. The structures are optimized for one or two people, are outfitted with climate control systems and interchangeable bed/desk options, LED lighting, and a locking door to provide a comfortable and secure place to sleep and store belongings. Other safety features include a smoke detector, fire extinguisher, carbon monoxide detector, and emergency egress opening.

The City will enter into a separate services agreement with a service provider(s) (the OPERATOR) for operations of the site and to provide support services to the guests staying there. Unlike most shelters, guests will be allowed to stay multiple days or weeks with the ability to store belongings for the duration of their stay. Services provided on site include navigation to housing and jobs, stable food, and case management to help individuals embark on a pathway toward stable and permanent housing. There will be 24/7 oversight of the SOS to ensure residents and neighbors are able to dwell peacefully and safely.

The OWNER will make available their site, assuming the criteria listed below in the requirements for OWNER can be met. The City may choose to pair their site with an OPERATOR of its choice. The OWNER and the OPERATOR can be the same entity or a collaboration between multiple entities. Multiple OWNERS may be chosen through this solicitation. OWNER may sub-contract with a Site Coordinator in their application.

5. KEY RFQ STAFF

RFQ Manager:

Kristen Woods
Program Manager
krwoods@santafenm.gov

RFQ Protest Manager

Maria Tucker
Department Director
metucker@santafenm.gov

RFQ Support:

Julie Sanchez
Division Director
jjsanchez@santafenm.gov

**cc this person in all communications with the RFQ Manager*

6. LETTER OF INTEREST

A non-binding letter of interest may be emailed to the RFQ Manager listed above. This will ensure that all prospective respondents receive notice of changes to this RFQ process. The letter of interest is a simple note indicating that you intend to respond to the RFQ, your organizational affiliation, and your contact information.

7. ELIGIBILITY

The owner of the SOS must be 501c3 or faith organization and must own an establishment that is in conformance with the regulations of SFCC 14-6, Permitted Uses and Use Regulations and that will adequately support the proposed use. Safe Outdoor Spaces fall under the Group Residential Care Facility. The Zoning for this is shown in Attachment C and P is for Permitted and S is for Special Use. The owner is required to work with a licensed engineer and project manager to prepare the site to meet the needs of the SOS, including but not limited to utility planning, land development, shelter placement, amenity design, and implementation.

ELIGIBLE ACTIVITIES

- A. Provide a physical site on which up to fifty (50) ©Pallet Shelter (palletshelter.com) modular cabins, purchased and owned by the City, can be installed and operated.
- B. Work with qualified land use planner/agent to acquire any needed land entitlements and with New Mexico licensed design professionals (architect/professional engineer[s]) and project manager to prepare the site on which the SOS will be constructed and maintain the site to meet standards according to code, service provider needs, and resident needs.

8. SEQUENCE OF EVENTS

- A. RFQ Release date AUGUST 9, 2024, 8AM
- B. Letter of Interest Immediate/ongoing
- C. Information Session AUGUST 14, 2024, 11AM
Request Zoom Link from the RFQ Manager; *recording will be made available after the meeting* at : : <https://www.youtube.com/user/cityofsantafe/videos>
- D. Deadline to Submit Written Questions AUGUST 16, 2024
- E. Deadline to Respond to Written Questions AUGUST 23, 2024
- F. ***Due Date for Submittals** AUGUST 30, 2024
No later than 5:00PM Mountain Daylight time
Submit to the RFQ Manager, with a copy to the RFQ Support contact. Attn: Florence
Late or incomplete Submissions will not be accepted.
- G. Announcement of Selected Project SEPTEMBER 13, 2024
- H. Notifications of Non-selected Respondents SEPTEMBER 20, 2024
- I. Negotiation and Selection of Respondent(s): SEPTEMBER 27, 2024

- J. Protest Deadline – 15 calendar days from the date of notifications of Non-selected respondents (Section H above). A Respondent who is aggrieved with the selection of the Selected Respondent may protest to the RFQ Manager. The protest must be submitted in writing and submitted by hand or delivered by certified mail or by overnight courier (fax or email will not be accepted). Protest(s) shall be submitted to the Protest Manager listed above.

9. EVALUATION CRITERIA

- A. **Legal Lot of Record**
- B. **Title of Property**
- C. **Location Map**
- D. **Topographical Map**
- E. **Budget** – Clarifies the Lease terms and cost.
- F. **Organizational Capacity and Management** – Clarifies project team, experience, references and financial stability of the proposer organization.

10. EVALUATION CRITERIA SCORING

The following is a summary of Evaluation Factors with point values assigned to each. The weighted factors will be used in the evaluation of each Submission.

	A	B	Total Score = A X B
	Score (1-15)*	Weight**	
A. Legal Lot of Record			Pass/ Fail
B. Title of Property			Pass/ Fail
C. Location Map			Pass/ Fail
D. Topographical Map			Pass/ Fail
E. Budget			
Lease terms		30%	30
Rent Proposal			
F. Organizational Capacity and Management			
Project Team & Resumes		70%	60
Experience + Past Projects			
Business References			
Financial Stability			

***Each item will be scored on a scale of 1 – 15 (1 = not demonstrated and 15 = exceptional)**

**** The higher the weight, the more important the value.**

11. SUBMISSION REQUIREMENTS

- A. All documents describing the Evaluation Criteria above.

APPENDIX A - CAMPAIGN CONTRIBUTION DISCLOSURE FORM

APPENDIX B – CITY OF SANTA FE LEASE TEMPLATE
APPENDIX C – PRELIMINARY ZONING REQUEST

12. SUBMISSION FORMAT

- A. In addition to the response specifications described below, all Respondents should include a proposal signed by the person who is empowered by the organization's governing body to conduct real estate negotiations stating that the information provided is true and correct to the best of the Respondent's information and knowledge. The proposal shall include the RFQ # and RFQ Title and must provide the Respondent's contact name and information for the person responsible for the response.
- B. All Submissions must be submitted in an electronic format, organized in the order described in Section IX (Evaluation Criteria and Submission Requirements). Each item shall be numbered and clearly titled.
- C. All Submissions shall be limited to twenty (20) pages, with the exception of professional licenses and certifications, project team resumes, work samples, references, graphics of site plans and/or building designs, which shall be added as appendices.
- D. The Submission should be standard 8 ½" x 11" with a font no smaller than 12 pt. pitch with standard 1" margins.
- E. Respondent will submit the following materials for the City's consideration:
 - 1. Copy of the title to the property that names respondent to this solicitation as owner.
 - 2. Location Map that shows surrounding roadways, driveway cuts, and property boundaries.
 - 3. Topographical map of site that clearly shows existing structures, and location of existing water and electricity.
 - 4. Proposed project budget that shows cost estimates for one-time improvements and budget items for ongoing expenses. Sources should also include estimated value of organizational resources used to make site available, volunteer and paid labor necessary to provide ongoing maintenance and any philanthropic resources raised from other sources. The City will use this budget as a basis for reimbursing certain site expenses and contributing toward maintenance costs.
- F. The following documentation must be included in the submittal to the Land Use Zoning Counter in addition to the Preliminary Zoning Request:
 - 1. Legal lot of record
 - 2. Existing site plan

The Planning and Land Use Department may require additional information to complete the requested review and will contact the applicant accordingly.

Please submit this portion of the application as soon as possible to the Program Manager, the Zoning Counter and the Planning and Land Use Director, even if the rest of the application is in progress. Zoning requests will be evaluated as they are submitted to allow the City to promptly inform applicants if their site is viable and of any entitlements requirements associated with the proposed property and/or use.

Program Manager: krwoods@santafenm.gov
Land Use Zoning Counter: zoningcounter@santafenm.gov
Planning and Land Use Director: hllamboy@santafenm.gov

G. Applications will be evaluated first by the Land Use Department to ensure feasibility of the proposed site location of the SOS. Should Land Use determine that the proposed site is not feasible, the landowner's application will be denied. The City project manager will contact the applicant directly to provide notice of the denied owner application. If applicants for the owner portion believe they have another viable piece of land, they may submit a new application up until the closing date of the application period. Should Land Use determine that the site is feasible, the application will move forward to the evaluation committee. Applications will be reviewed as they are received to allow for quick awards once the response period has closed. Once the initial funding recommendation is made, the scope of work will be drafted, and the funding agreement considered by the city process, which may include approval by the governing body.

13. AWARD

Award is defined as the selection of a project(s) proposed by a Respondent whose submittal most clearly meets the City's priorities for the site, according to the evaluation factors set forth in this RFQ. Final selection is incumbent on the Respondent being certified as a "Qualified Entity" as defined in the NM Affordable Housing Act Rules. Once mutually agreeable terms are reached with the selected Respondent, these terms will be incorporated into a Real Estate Disposition Agreement. If terms cannot be reached, the City reserves the right to enter into negotiations for an Award with the next ranked Respondent(s) without undertaking a new RFQ process.

Awards will be based on the applicant's demonstration of how the proposed project meets the City's priority of providing shelter solutions to those experiencing unsheltered homelessness and furthering the goal of ending homelessness.

The following criteria will be evaluated by the evaluation committee to make funding recommendations:

- A. Funding: the proposed project budget is realistic and includes a preliminary plan for funding of operations to continue past the one-year pilot period.
- B. Need/Benefit and Project Feasibility: the applicant demonstrates ability to address underlying/systemic challenges in the community, is responsive to current/future demand, and provides a realistic timeframe for the completion of proposed site preparation.
- C. Organizational Capability and Management: the applicant(s) adequately describes its organizational experience, expertise in the proposed type(s) of assistance or service and demonstrates financial soundness.

14. RESOURCES AND RESPONSE TIMELINE

- A. **Information Session.** All interested Respondents may attend an optional pre-deadline orientation session via Zoom meeting. This meeting is to ensure understanding of the RFQ process and requirements for submittal. The virtual meeting will take place as

provided for in Section IX (Sequence of Events) above. An archived recording of this information session will be made available on the City's YouTube channel for those not able to attend the live meeting: <https://www.youtube.com/user/cityofsantafe/videos>.

B. Procurement Library.

Links will be made available on the City's website (<https://santafenm.gov/finance-2/purchasing-1/solicitations>) to all useful resources referenced in this RFQ.

C. Q & A.

Questions regarding the RFQ may be emailed on an ongoing basis to the RFQ Manager listed above. All answers will be posted and made available to other respondents as part of the Procurement Library. The deadline to submit questions is provided in Section IX (Sequence of Events) above.

D. Due Date.

Complete Submissions are due to the Youth and Family Services Division no later than the day and time as provided for in Section IX above. Submissions will be electronically submitted via email <https://santafenm.gov/finance-2/purchasing-1/solicitations> to the RFQ Manager and RFQ Support person listed above.

Amended Submissions are allowed only as a new complete submission that completely replaces a previous Submission. Amended Submissions will only be accepted if received prior to the Submission deadline.

***Late or incomplete Submissions will not be accepted.**

APPENDIX A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, Sections 13-1-28, and 13-1-191.1, as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 1978, Section [13-1-181](#) or a contract that is executed may be ratified or terminated pursuant to Section NMSA 1978, Section [13-1-182](#) if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money, or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect, or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 1978, Section [13-1-28](#) through [13-1-199](#)] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: _____

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

**LEASE AGREEMENT BETWEEN
THE CITY OF SANTA FE AND XXXXXXXXX**

This LEASE AGREEMENT (“Lease Agreement”) is made and entered into as of the date of the last signature (“Effective Date”), by and between the CITY OF SANTA FE, a municipal corporation (“City” or “Lessor”) and XXXXX, a **New Mexico corporation** (“Lessee”), collectively the “Parties”.

WHEREAS, the City desires to lease a portion of the City-owned building known as the _____, located at _____, Santa Fe, NM (**Premises**) for the purpose of _____.

WITNESSETH:

In consideration of the Lessee’s promises herein, Lessor hereby gives Lessee a Lease Agreement, revocable and terminable as hereinafter provided, to enter on, make use of, (and develop) the real property of Lessor as follows:

[Purpose of the lease]

1. PREMISES

Lessor allows Lessee to use, occupy, (and develop), subject to the terms and conditions of this Lease Agreement, a certain parcel of land known as (enter legal description and cite recordation information of plat or survey) (the “Premises”), as shown on **Exhibit A** of this Lease Agreement.

(Attach the legal document as an exhibit)

Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises.

2. LEASE TERM

- a. Initial Term. The initial term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement shall consist of an "Initial Term" of twelve (12) months. with two (2) "Option Terms" of six (6) months each.
- b. Option Term. Lessee's exercise of any Option Term is contingent upon compliance with this Lease Agreement and with proper written notice by Lessee to Lessor at least ninety (90) days prior to the expiration of the Initial Term and approval or denial of any Option Term shall be at Lessor's sole discretion. All terms, covenants and conditions of this Lease Agreement, excepting the amount of rent to be paid, shall remain in full force and effect during any extension of the term.
- c. Hold Over. In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may, at the sole option of Lessor, be continued as a month-to-month tenancy. During any such month-to-month tenancy, the Rent

due shall be prorated and payable on a monthly basis, and the terms and conditions of the Lease Agreement shall be otherwise applicable.

3. RENT

- a. Base Rent. Lessee shall pay first year **Monthly rent** of **\$1,250.00** which is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever; the total first year annual rent is \$15,000.00. Lessee shall make payments to; City of Santa Fe, Treasury Division, 200 Lincoln Ave., Room 114, Santa Fe, NM, 87504.
- b. Optional Terms Rent. The amount of rent to be paid during each exercised Option Term shall be the then-prevailing fair market rental value of the Premises (less the value of Lessee's improvements and inventory on the Premises), as determined by Lessor, and in no event shall the amount of annual rent be less than the amount of annual rent paid during the previous year.
- c. Penalty for Late Rent Payment. If money payable to Lessor as a condition of this Lease Agreement is not paid in full when due, a penalty of 10% of the amount due and unpaid shall be added to the amount due, and the total sum of the then-due rental payment plus penalty shall become immediately due and payable to Lessor. A further penalty of 10% of the amount due and unpaid, including previously assessed penalties, shall be added for each additional month that said amount remains unpaid. The assessment and collection of the 10% penalty is in addition to any other rights of Lessor, if Lessee does not faithfully perform the terms, covenants and conditions of this Lease Agreement.
- d. Increase in Rent. Rent shall be increased annually, effective on the first anniversary of the Rent Commencement Date and annually thereafter. Annual increases in Rent shall be based on the Rent Schedule below.
- e. Rent Schedule. In consideration of this Lease Agreement, City and Lessee agree to the Rent Schedule attached as Exhibit B.

4. USE OF PREMISES

- a. Conditions of Use. Lessee shall use the Premises solely for the purpose of operating the "-----" subject to the following conditions:
 - i. *(Insert conditions and/or requirements)*
 - ii.
- b. Improvement of the Premises. Lessee may, with the prior written consent of Lessor and at no cost to Lessor, make improvements to the Premises which are required to comply with the City of Santa Fe Land Use Code, which includes the Historic District Development Rules, the State of New Mexico Construction Industries Code and all other applicable local, state and federal regulations. Lessee shall upon Lessor's request, remove all such improvements made to the Premises at the termination of this Lease Agreement.
- c. Trade Fixtures. All trade fixtures installed by Lessee after the Effective Date of this Lease Agreement shall remain the property of Lessee, who may remove the same upon termination of this Lease Agreement, provided that removal shall be done in such a manner as not to injure or damage the Premises. In the event that Lessee fails to remove said trade fixtures after receipt of notice from Lessor to do so, Lessor may remove and dispose of the same as it sees fit and

Lessee agrees to sell, assign, transfer and set over to Lessor all of Lessee's right, title and interest in and to said trade fixtures and any personal property not removed by Lessee. Lessee further agrees that should Lessor remove said trade fixtures pursuant to this paragraph. that Lessee shall pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposal thereof.

- d. Compliance with Laws. Lessee's use of the Premises shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (§ 10-7 SFCC 1987) (the Pest Management Policy).

5. REPAIRS & MAINTENANCE

- a. During the term of this Lease and any extension or renewal thereof, Lessee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises.
- b. During the term of this Lease and any extension or renewal thereof, Lessee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs, replacements, and capital improvements that arise during the Term of this Lease Agreement.
- c. Repairs and replacements required to be made by the Lessee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises.
- d. During the term of this Lease and any extension or renewal thereof, Lessee shall maintain the landscaping and plants between the building and the sidewalk along the entire perimeter of the building.
- e. Lessee shall at all times During the term of this Lease and any extension or renewal thereof, and in a timely manner, provide a safe Premises by eliminating conditions caused by, including and not limited to, snow, ice, debris, mold and standing water.
- f. Lessor reserves the right to inspect the Premises at any time during the Term of this Lease Agreement to verify Lessee's compliance with this Section 5. In the event Lessee fails to maintain the Premises at a standard acceptable to the Lessor, as determined in Lessor's sole discretion, Lessor may terminate this Lease Agreement in accordance with Section 13 herein.
- g. Repair and maintenance shall be to the sole satisfaction of Lessor, and if Lessee fails to fulfill any duty imposed under this Section 5 within a reasonable period of time, City may, and is not required to, perform those duties at Lessee's sole cost. Lessee shall promptly cooperate with Lessor if Lessor undertakes to perform such duties. No action by Lessor taken pursuant to this Section 5 shall constitute a waiver of Lessee's obligations. Lessee's obligations under this Section 5 shall survive the expiration or termination of this Lease Agreement.

6. UTILITIES & SERVICES

Lessee, at Lessee's sole cost and expense, agrees to provide the following:

- a. All gas, electricity, water, sanitary sewer service and refuse disposal services; and
- b. Janitorial supplies and services; and
- c. Pest control services; and

d. Snow removal services.

(for Midtown only) Beginning on the Effective Date and until the termination of this Lease Agreement, the responsibility and costs for providing utilities and services to the Premises shall be the responsibility of the Parties as specified below:

- a. Responsibility of Lessor. All natural gas, electricity, domestic water, and sanitary sewer service shall be provided to the Premises by Lessor.
- b. Responsibility of Lessee. All telephone, cable or satellite television, wired or wireless internet, security alarm services, security video services, security monitoring services, solid waste collection services, cleaning, and repair services, including landscape maintenance, shall be coordinated and paid for by Lessee. Any utilities or services not specified herein shall be the responsibility of the Lessee. *(for Midtown only)*

7. TAXES

Lessee shall pay all taxes levied and assessed, if any, upon any personal property, fixtures and improvements belonging to Lessee and located upon the demised Premises, and all leasehold and possessory interest taxes levied or assessed by any proper taxing authority.

8. SUBLEASE, ASSIGNMENT OR TRANSFER

Lessee shall not sublet, assign or otherwise transfer this Lease Agreement, without the prior written consent of Lessor, which Lessor may withhold for any or no reason. Any such actions taken by Lessee without Lessor's consent shall result in the immediate termination of this Lease Agreement.

9. INSURANCE

Lessee shall at all times maintain and provide adequate insurance coverage which includes, without limitation, each of the following:

- a. Property Insurance. Lessee shall carry and maintain in full force and effect during the term of this Lease Agreement casualty insurance ("extended coverage" and "additional extended coverage") as may be available for all improvements to the Premises in an amount sufficient to restore and replace existing structures and improvements if lost or damaged by any form of casualty. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

Commercial General Liability Insurance which shall be written on an occurrence basis and be at least as broad as the latest version of ISO form CG 00 01 with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Such policy shall include Broad Form Contractual Liability coverage and shall be endorsed to include the City, its, directors, officials, officers, employees, agents, and volunteers as additional insureds on all primary and excess policies for ongoing and completed operations performed by, or behalf of Contractor. Such additional insured coverage shall be as broad as that provided by ISO form CG 2010 (ongoing operations) and CG 20 37 (completed operations).

Workers' Compensation Insurance with statutory limits, and **Employer's Liability insurance** with limits of not less than \$1,000,000 per accident or disease. The Workers' Compensation

policy shall be endorsed with a waiver of subrogation in favor of the City, its directors, officials, officers, employees, agents, and volunteers.

- b. Certificates of Insurance. Prior to the Effective Date of this Lease Agreement, and thereafter at any time during the Term of this Lease Agreement that Lessor requests, Lessee shall provide Lessor with certificates of insurance for each policy evidencing that the coverage required hereunder is current. Such policy shall provide that the coverage evidenced thereby shall not be terminated or modified for any reason without thirty (30) days prior written notice to the Lessor. A certificate or policy which states that failure to give such notice imposes no obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.

10. INDEMNIFICATION

Lessee shall indemnify, hold harmless and defend Lessor from all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from damages occurring on the Premises and Lessee's use of the Premises hereunder, including use of the Premises by Lessee's employees, agents, representatives, contractors, agents, guests, invitees or permitted assigns.

Lessee shall cause any and all agreements that Lessee enters into with any of the above parties to contain language indemnifying Lessor as provided in this Section.

11. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by Lessor in connection with the Lease Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision of this License modifies or waives any provision of the New Mexico Tort Claims Act.

12. EASEMENTS

Lessor reserves the exclusive right to grant access, utility or other easements on or through the Premises. Lessor shall notify Lessee in writing prior to Lessor's grant of any easement through the Premises.

13. TERMINATION

- a. Lessor may terminate this Lease Agreement upon Lessee's failure to comply with any provisions contained herein. Prior to termination, Lessor shall hand deliver or mail notice to Lessee via certified or registered mail specifying:
 - i. the breach;
 - ii. the action required to cure the breach;
 - iii. a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and

- iv. that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease Agreement.
- b. Lessee may terminate this Lease Agreement with written notice to Lessor at least thirty (30) days prior to the termination date.
- c. *(For Midtown only)* Lessee acknowledges and understands that the premises are part of a process of planning and disposition of the midtown site, and as such all properties on the former Santa Fe University of Art and Design are subject to sale or lease as part of the City's program to redevelop the site. As such, at any time after January 15, 2021, the Lessor may terminate the lease agreement with written notice to the Lessee at least sixty (60) days prior to the termination date. Pursuant to such termination, Lessee is responsible for all costs and expenses associated with relocation. *(For Midtown only)*
- d. At the termination of this Lease Agreement Lessee shall surrender the Premises in the condition in which they were at the inception of this Lease Agreement, excepting:
 - i. Deterioration caused through reasonable use and ordinary wear and tear;
 - ii. Alterations, improvements or conditions made with Lessor's written approval.

14. NOTICE

Any required notice will be deemed delivered, given and received (i) when personally hand delivered, or (ii) five days after the same are deposited in the United States mail, postage prepaid, registered, addressed to the applicable party at the address indicated below for such party, or at such other address as may be designated by either party in a written notice to the other party:

To Lessor:	City of Santa Fe Attn. City Manager P.O. Box 909 Santa Fe, NM 87504	To Lessee:	Name Attn. Address City, St Zip
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With a copy to: City of Santa Fe
Attn. Asset Development Manager
P.O. Box 909
Santa Fe, New Mexico 87504

15. NO WAIVER

No waiver of a breach of any of the provisions contained in this Lease Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provisions.

16. SEVERABILITY

In the event that one or more of the provisions contained in this Lease Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

17. ENTIRE AGREEMENT

The foregoing constitutes the entire Lease Agreement between the Parties, represents their entire understanding, and defines all of their respective rights, title, and interests as well as all of their duties, responsibilities and obligations. Any and all prior lease agreements and understandings between the Parties related to the Premises, if any, are merged herein. This Lease Agreement shall not be modified or amended except by a written document signed by the Parties.

18. BINDING EFFECT

This Lease Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective successors and permitted assigns.

19. LITIGATION EXPENSE

In the event of litigation between the Parties, Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which Lessor shall incur in enforcing this Lease Agreement or in recovering any and all damages caused to the Premises by Lessee, or Lessee's contractors, agents, employees or permitted assigns.

20. HEADINGS

The section headings contained in this Lease Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Lease Agreement.

21. APPLICABLE LAW; VENUE

In any action, suit or legal dispute arising from this Lease Agreement, Lessee agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Lease Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

22. AMENDMENT

This Lease Agreement shall not be altered, changed or modified except by an amendment in writing executed by the Parties hereto.

23. SECURITY DEPOSIT

Lessee shall deposit with City, upon execution hereof, the Security Deposit of one month's rent as security for Lessee's faithful performance of its obligations under this Lease Agreement. If Lessee fails to pay Rent, or otherwise defaults under this Lease Agreement, City may use, apply or retain all or any portion of said Security Deposit for the payment of any amount due City or to reimburse or compensate City for any liability, expense, loss or damage which City may suffer or incur by reason thereof. If City uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with City sufficient to restore said Security Deposit to the full amount required by this Lease Agreement. If the Base Rent increases during the term of this Lease Agreement, Lessee shall, upon written request from City, deposit additional monies with City so that the total amount of the Security Deposit shall always bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed

Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, City shall have the right to increase the Security Deposit to the extent necessary, in City's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease Agreement and following such change the financial condition of Lessee is, in City's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with City as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. City shall not be required to keep the Security Deposit separate from its general accounts. Within 30 days after the expiration or termination of this Lease Agreement, if City elects to apply the Security Deposit only to unpaid Rent, and otherwise within 60 days after the Premises have been vacated, City shall return that portion of the Security Deposit not used or applied by City. No part of the Security Deposit shall be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease Agreement.

24. *(for land leases where lessee will construct substantial improvements)* CONSTRUCTION OF IMPROVEMENTS

- a. Construction Assurance. Prior to the commencement of any construction or work of improvement on the Premises ("Improvements"), Lessee shall furnish to Lessor evidence that sufficient monies will be available to complete the Improvements. Such evidence shall represent at least the total estimated cost of construction and such evidence may take on of the following forms:
 - i. Performance Bond - To be supplied by Lessee's contractor(s) and issued jointly to Lessee and Lessor as Obligee; or
 - ii. Irrevocable Letter of Credit – or other form of banker's assurance issued to Lessor from a financial institution licensed to do business in the State of New Mexico and covered by Federal Depository Insurance which shall remain in effect until Lessor acknowledges satisfactory completion of construction of Improvements.
- b. Turnover or Removal of Improvements.
 - i. Turnover of Improvements – If Lessor directs that the Improvements be turned over to Lessor at the expiration of this Lease Agreement, they shall be turned over in a state of good condition and repair.
 - ii. Removal of Improvements – If Lessor directs that the Improvements be removed, all or in part, prior to the expiration or termination of this Lease Agreement, Lessee shall remove all Improvements from the Premises, at Lessee's sole cost. Lessee shall restore the portions of the Premises from which it removes any Improvements, as nearly as reasonably possible, to a level graded condition at Lessee's sole cost. If Lessee has not removed the Improvements in a reasonable amount of time after the expiration or termination of this Lease Agreement, then Lessor may, at its option, declare the Improvements to be Lessor-owned real property, use or dispose of the remaining personal property pursuant to applicable law, and otherwise restore the Premises at Lessee's sole cost.

- iii. Removal of Hazardous Materials – All hazardous on the Premises used or stored by Lessee must be removed prior to the expiration or termination of this Lease Agreement, whether or not the Improvements remain on the Premises.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of this _____ day of _____, 20__.

LESSOR: CITY OF SANTA FE

LESSEE: LESSEE NAME

ALAN M. WEBBER, MAYOR
Or JOHN BLAIR, CITY MANAGER

LESSEE NAME, TITLE

DATE: _____

DATE: _____

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED AS TO FINANCE:

EMILY K. OSTER, FINANCE DIRECTOR
Business Unit/Line Item 2122800.460350

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Exhibit A *Add Premises Exhibit*

Exhibit B *Add Rent Schedule*



Preliminary Zoning Review Worksheet

City of Santa Fe Land Use Department

To Be Completed By Applicant:	Site Address: _____
Date Submitted: _____	Proposed Construction Description: _____
Property Owner of Record: _____	
Applicant/Agent Name: _____	TOTAL ROOF AREA: _____
Contact Person Phone Number: () - _____	
Zoning District: _____	Lot Coverage : _____ % □ Open Space Required: _____
Overlay: □ Escarpment _____ □ Flood Zone* □ Other: _____	Setbacks: Proposed Front: _____ Minimum: _____ 2 nd Front? _____ Proposed Rear: _____ Minimum: _____ Proposed Sides: L__R__ Minimum: _____
Submittals Reviewed with PZR: □ Legal Lot of Record □ Development Plan □ Building Plans □ Existing Site Plan □ Proposed Site Plan □ Elevations	Height: Proposed _____ Maximum Height: _____ or □ Regulated by Historic Districts Ordinance □ Regulated by Escarpment District
Supplemental Zoning Submittals Required for Building Permit: □ Zero Lot Line Affidavit	Parking Spaces: Proposed _____ Accessible _____ Minimum: _____
Access and Visibility: □ Arterial or Collector** □ Visibility Triangle Required	Bicycle Parking**: Proposed: _____ Minimum: _____ <small>** Commercial Requirement</small>
Use of Structure: □ Residential □ Commercial Type of Use: _____	
Terrain: □ 30% slopes _____	

* Requires an additional review conducted by Technical Review Division.
** Requires an additional review conducted by the Traffic Engineering Division.

THIS REVIEW DOES NOT GRANT ZONING APPROVAL FOR BUILDING PERMIT. FINAL ZONING REVIEW WILL BE PERFORMED AT THE TIME OF BUILDING PERMIT APPLICATION.

PRINT NAME [□OWNER □APPLICANT □AGENT]

hereby certifies that the information provided for preliminary zoning review is accurate and will not be modified without consulting Land Use Department staff prior to submittal for Historic Districts Review Board review.

SIGNATURE

DATE

To Be Completed By City Staff:

Additional Agency Review if Applicable:
 Escarpment Approval by _____ Date: ___/___/___
 Flood Plain Approval by _____ Date: ___/___/___
 Traffic Engineering Approval by _____ Date: ___/___/___
 Notes: _____

Zoning Approval:
 Preliminary Approval with conditions Rejected
 Comments/Conditions: _____

REVIEWER: _____ DATE: ___/___/___

Original color form must be submitted with Historic Districts Review Board (HDRB) application packet.