

**LEASE AGREEMENT  
BETWEEN THE CITY OF SANTA FE AND  
SOLACE CRISIS TREATMENT CENTER**

This LEASE AGREEMENT is made and entered into by and between Solace Crisis Treatment Center, ("Lessor") and the City of Santa Fe, a municipal corporation ("Lessee").

WITNESSETH:

In consideration of the Lessee's promises herein, Lessor hereby leases to the Lessee the property of the Lessor identified as follows:

1. PREMISES

Subject to the terms and conditions of this Lease Agreement, the Lessor allows the Lessee to use and occupy seven (7) offices at the Solace Crisis Treatment Center, 6601 Valentine Way, Santa Fe, New Mexico, 87507. 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 or as to the use, which may be made thereof.

2. USE OF PREMISES

Lessor agrees to allow the Lessee to use the Premises for the purposes of four (6) offices for Detectives of the City of Santa Fe Police Department, Crimes Against Children Unit, and one (1) office to be occupied by its Sergeant.

3. LEASE TERM AND OPTION TO RENEW

The term of this Lease Agreement shall commence on July 1, 2019 and shall run for forty-eight (48) months unless sooner terminated as provided herein. In the event Lessee shall remain in possession of the Premises after the expiration of the term of this Lease, initial or subsequent term(s) of this Lease, such possession may continue at the sole option of Lessor, to be a month-to-month tenancy. During any such month-to-month tenancy, the rent shall be

prorated and payable on a monthly basis in advance of the first day of each month, and the terms and conditions of the Lease shall be otherwise applicable.

4. CONSIDERATION FOR LEASE OF PREMISES

A. RENT

Rent shall be paid as follows:

1. Base Rent. Lessee shall pay (\$1,511.00) per month, a total of (\$18,132.00) per year as base rent beginning on July 1, 2019 and due each month on the first day of the month for four (4) years ending on June 30, 2023. An annual adjustment of two percentage (2%) may be applied in the third and fourth year. See Attachment A – Fee Schedule. Total rent fee for four (4) years would be \$73,620.00 with the 2% adjust for years three (3) and four (4). This increase will be applied by the Lessor at its discretion and option. The Lessee may request an adjustment for hardship each year for an waiver of the adjustment. Lessee shall make all payments of rent each month to the Solace Crisis Treatment Center, 6601 Valentine Way, Santa Fe, New Mexico, 87507.

5. CANCELLATION/TERMINATION BY LESSOR OR LESSEE

Without cause, either party may cancel/terminate this Lease Agreement, with thirty (30) days notice provided to the other party by mail or hand delivered. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payments and/or return of payments.

6. INSURANCE

A. Both parties, at their own cost and expense, shall carry and maintain in full force and effect during the term of this Lease Agreement, comprehensive general liability insurance covering bodily injury and property damage liability.

B. Both parties shall also obtain and maintain Workers' Compensation insurance required by law, to provide coverage for their own employees throughout the term of this Lease Agreement.

#### 7. LIABILITY

Neither party shall be liable for losses, damages, claims or judgments, including payment of all attorney's fees and costs, whatsoever, arising from acts of the other party including the other party's employees, agents, representatives, guests or invitees, and subcontractors. Both parties shall only be liable for any losses, damages, claims or judgments, including payment of all attorney's fees and costs, whatsoever, arising from the acts of the its own employees, agents, representatives, guests or invitees, and subcontractors

#### 8. THIRD PARTY BENEFICIARIES

By entering into this Lease Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the Lessor and the Lessee. No person shall claim any right, title or interest under this Lease Agreement or seek to enforce this Lease as a third party beneficiary of this Lease Agreement.

#### 9. REPAIR AND MAINTENANCE

Lessor shall provide the following services to the six offices: janitorial services, utilities, drinking water, alarm system, copy machine and fax machine. Lessor and Lessee shall maintain a safe and comfortable working environment for clients of Solace Crisis Treatment Center. Lessee shall not cause or permit any waste, damage or injury to the Premises. Lessor shall, at its sole expense, keep and maintain the Premises in good condition; reasonable wear and tear accepted, and shall be responsible for payment of all necessary expenses of repairs and

replacements that arise. Lessee shall behave responsibly in maintaining a clean and safe work environment and will notify Lessor of any maintenance and/or security issues as they arise.

10. ALTERATIONS AND IMPROVEMENTS

Lessee shall make no alteration, addition or improvements to the Premises for the uses described in Article 2 herein without the prior written consent of the Lessor. Any alterations, additions or improvements made by Lessee after such consent shall have been given, and any fixtures installed as part thereof, shall become the property of the Lessor upon termination of this Lease Agreement, unless Lessee elects to remove them and restore the Premises to the condition existing prior to the installation of such fixtures, provided, however, that the Lessor shall have the right to require Lessee to remove such fixtures at Lessee's sole expense, upon termination of this Lease Agreement.

11. NOTICE

Any required notice will be deemed delivered, given and received (i) when personally 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:

Lessee:  
City of Santa Fe  
City Mayor  
PO Box 909  
200 Lincoln Ave.  
Santa Fe, NM 87504-0909

Lessor:  
Solace Treatment Center  
6601 Valentine Way  
Santa Fe, NM 87507

12. NO WAIVER

No waiver of a breach of any of the covenants contained in this Lease Agreement

shall be construed to be a waiver of any succeeding breach of the same or any other requirements.

13. 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.

14. ENTIRE AGREEMENT AND AMENDMENT

The foregoing constitutes the entire agreement between Lessor and Lessee, 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 agreements and understandings between the parties are merged herein. This Lease Agreement shall not be modified or amended except by a written document signed by the parties.

15. 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.


IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

LESSEE:  
CITY OF SANTA FE

  
\_\_\_\_\_  
ALAN WEBBER, CITY MAYOR

Date: 7/1/19

LESSOR:  
SOLACE TREATMENT CENTER

  
\_\_\_\_\_  
MARIA JOSE RODRIGUEZ CADIZ  
JOHN TRIOLO, PRESIDENT OF THE BOARD OF TRUSTEES EXECUTIVE DIRECTOR

Date: 8/28/19  
CRS#02-961182-002  
REGISTRATION#01-884645-00-9

ATTEST:

Yolanda Y. Vigil  
YOLANDA Y. VIGIL, CITY CLERK  
CC mtg 6.24.2019

APPROVED AS TO FORM:

MDM 2/4  
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy  
MARY MCCOY, FINANCE DIRECTOR *m*

22210.562550  
Funding: BU/LI

**Attachment A**

**Fee Schedule**

| <b>Year</b>                   | <b>Period</b>                | <b>Monthly Rate</b> | <b>Annual</b>     |
|-------------------------------|------------------------------|---------------------|-------------------|
| 1                             | July 1, 2019 – June 30, 2020 | \$1,511.00          | \$18,132.00       |
| 2                             | July 1, 2020 – June 30, 2021 | \$1,511.00          | \$18,132.00       |
| 3                             | July 1, 2021 – June 30, 2022 | \$1,541.00          | \$<br>\$18,492.00 |
| 4                             | July 1, 2022 – June 30, 2023 | \$1,572.00          | \$18,864.00       |
| Maximum Amount for four years |                              |                     | \$73,620.00       |