

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT NO. 1
	TO LEASE NO. LNM01513
LEASE AMENDMENT	
ADDRESS OF PREMISES: Santa Fe Community Convention Center Municipal Garage, 119 S Federal Pl, Santa Fe, NM 87501 and Railyard Municipal Garage, 503 Camino de la Familia, Santa Fe, NM 87501	PDN NO. N/A

THIS AGREEMENT, made and entered into this date by and between **City of Santa Fe**

whose address is: 200 Lincoln Ave, Santa Fe, NM 87504-1904

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to provide an expansion to the Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon the full execution of this amendment as follows:

- 1.) To expand the number of parking spaces;
- 2.) To change the annual rent; and
- 3.) To provide invoicing instructions.

All other terms and conditions of the lease shall remain in full force and effect.

See attached.


This Lease Amendment contains two (2) pages plus one (1) additional signature page for Lessor.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: SEE ATTACHED
 Printed Name: _____
 Title: _____
 Entity Name: _____
 Date: _____

FOR THE GOVERNMENT:

DocuSigned by:

 Signature: Ed Budzinski
 Printed Name: Ed Budzinski
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, Leasing Division
 Date: 8/15/2022

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

- 1) Effective 6/15/22 the Lease is amended to increase the total number of parking spaces from 200 to 225. The additional 25 parking spaces will be provided at the Santa Fe Community Convention Center Municipal Garage, 119 S Federal Pl, Santa Fe, NM 87501.
- 2) Effective 6/15/22 the Lease Part II - AWARD, is amended to increase the annual rent from \$163,800.00 to **\$184,275.00** at the monthly rate of \$15,356.25, paid in arrears.

The total annual rental amount consists of the cost of non-reserved structured and covered spaces at the rate of \$68.25 per month times two hundred twenty-five (225) parking spaces times 12 months [$\$68.25 \times 225 \times 12$] which equates to \$184,275.00.

The rental shall be payable to:

City of Santa Fe
 200 Lincoln Ave
 Santa Fe, NM 87504-1904

- 3) To invoice for monthly rent for the 25 additional parking spaces, the Lessor shall follow these instructions (Please note the different 146-0-2 Document Control Number than the one used for submitting an invoice for the original 200 parking spaces):

FEMA INVOICING INSTRUCTIONS (FEMA) (AUG 2017)

Payment of monthly rental shall be made in arrears. Lessors must submit an invoice at the end of each month to:

Regular Mail: FEMA FINANCE CENTER PO Box 9001 Winchester, Virginia 22604
 Express Mail: FEMA FINANCE CENTER 430 Market Street, Winchester, Virginia 22603
 Email Address: FEMA-FINANCE-VENDOR-PAYMENTS@FEMA.DHS.GOV

To ensure timely processing, invoices for disaster leases should include the following information:

- Request for payment on company letterhead
- Lease Number (LNM01513)
- Disaster Number (DR-4652NM)
- 146-0-2 Document Control Number (**TX01002N2022T**)
- An Invoice Number and Date
- The Period of Performance for Services Rendered

The funds are paid by Electronic Funds Transfer (EFT) based on the information provided in the Lease and on the invoice. The normal processing time for rental payment is 5 to 30 days from receipt at the National Finance Center. If the Lessor has not received payment, he or she should contact: FEMA Finance Main Line 540-504-1900.

INITIALS: JB
 LESSOR & EB
 GOVT

CITY OF SANTA FE:

John Blair

John Blair (Jun 14, 2022 15:43 MDT)

JOHN BLAIR, CITY MANAGER

DATE

ATTEST:

Kristine Bustos

KRISTINE BUSTOS MIHELICIC, CITY CLERK XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jun 13, 2022 15:33 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero

Alexis Lotero (Jun 13, 2022 16:17 MDT)

ALEXIS LOTERO, INTERIM FINANCE DIRECTOR

ORG/OBJ CODE:

U.S. GOVERNMENT LEASE FOR REAL PROPERTY (Short Form)

1. LEASE NUMBER
LN01513

PART I - OFFER

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

1. NAME AND ADDRESS OF BUILDING <i>(Include nine-digit ZIP Code)</i>	2. LOCATION(S) IN BUILDING		
Santa Fe Community Convention Center Municipal Garage, 119 S Federal Pl, Santa Fe, NM 87501 and Railyard Municipal Garage, 503 Camino de la Familia, Santa Fe, NM 87501	2a. FLOOR(S) <u>N/A</u>	2b. ROOM NUMBER(S) <u>N/A</u>	2e. NUMBER OF PARKING SPACES OFFERED NON-RESERVED-STRUCTURED <u>200</u>
	2c. SQ. FT. RENTABLE <u>N/A</u> ABOA <u>N/A</u> Common Area Factor <u>N/A</u>	2d. TYPE <input type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> WAREHOUSE <input checked="" type="checkbox"/> OTHER _____ <i>(Specify)</i> Parking Only	RESERVED STRUCTURED _____ ANNUAL PARKING RATES (SEE IN RATES UNDER PART II BELOW)

B. TERM

3a. WHEREAS, Lessee desires to use said Premises for its parking which is comprised of two hundred (200) Non-Reserved Structured /Covered parking spaces on the Lower Levels. The total term of this Lease shall be from **5/21/22** through **5/20/23 (12 months total term)**, subject to termination rights as may be hereinafter set forth.

3b. The Government may terminate this Lease, in whole or in parts, at any time effective after the firm term of this Lease, by providing not less than 30 days prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

C. RENTAL (See Part II)

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated. Rent shall not be adjusted for changes in real estate taxes or operating costs.

D. OWNER IDENTIFICATION AND CERTIFICATION

15. RECORDED OWNER

15a. Name Santa Fe, City Of		15b. UEI Number QLN2YKMMJ8X6	
15c. Address 200 Lincoln Ave	15d. City Santa Fe	15e. State NM	15f. ZIP + 4 87504-1904

16. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DATE, TO LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED HEREIN, IN FULL COMPLIANCE WITH ATTACHMENTS.

17. OFFEROR'S INTEREST IN PROPERTY

OWNER AUTHORIZED AGENT OTHER *(Specify)*

18. OFFEROR Check if same as Recorded Owner

18a. NAME	18b. ADDRESS	18c. CITY	18d. STATE	18e. ZIP + 4
18f. Title		18g. E-mail address		18h. Telephone Number

18i. OFFEROR'S SIGNATURE

John Blair
John Blair (May 24, 2022 14:49 MDT)

18j. DATE SIGNED

May 24, 2022

PART II - AWARD (To be completed by Government)

Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: Exhibit A - GSA Form 3626, (3 pages); Exhibit B - FEMA Supplemental Land Lease Requirements (4 pages); Exhibit C - General Clauses (7 pages); Exhibit D - Rules and Regulations for Santa Fe Community Convention Center Municipal Garage and Railyard Municipal Garage (4 pages); Exhibit E – FAR 52.204-24 (4 pages); and Addendum (1 page).

The Government shall pay rental as stated below:

From **5/21/22** through **5/20/23 (12 months)** the annual amount the Government shall pay the Lessor a total annual rental amount of \$163,800.00 at the monthly rate of \$13,650.00, paid in arrears.

The total annual rental amount consists of the cost of non-reserved structured and covered spaces at the rate of \$68.25 per month times two hundred (200) parking spaces times 12 months [$\$68.25 \times 200 \times 12$] which equates to \$163,800.00.

The Rental shall be payable to:

**City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87504-1904**

In the event the Lessee occupies the Premises for less than a full month, the rental fee shall be a prorated amount. Payment shall be payable as a condition of Lessee having continued access to the Leased Premises and like rent.

1) Issuance of Access Cards

The Lessor shall provide and issue **200** access cards at no additional cost to the Lessee. These cards shall be provided to a General Services Administration designated point of contact by the Contracting Officer for the management and distribution to the tenant agency of the United States occupants of the parking spaces.

If an access card needs to be replaced for any reason, there shall be a charge ("replacement charge") of **\$52.50** for each card, provided that funding is available for such replacement. If no funding is available, the Lessor may provide a replacement access card at no charge to the Government without any further claim. The Lessor is not obligated to replace the access cards if the replacement charge is not paid. If funding is available, then it can be paid through an appropriate means of funding that will be billed by the Lessor on a *semi-annual* basis. If the Lessor fails to provide an invoice within thirty (30) days after the semi-annual billing is due, then the Lessor shall waive any payment due and relinquish its right to any reimbursements for replacement access cards already issued.

If the access card replacement charges will be paid through a Government Reimbursable Work Authorization (RWA), then the following procedure shall be used:

The Lessor shall coordinate with the local GSA Property Manager for the payment through a Reimbursable Work Authorization (RWA). The Lessor agrees that the invoice shall be printed on the same letterhead as the named on this Lease, shall include the Lessor number, building address, and a price and quantity of the items delivered. **It shall reference the PS procurement number provided by the local General Services Administration Service Center representative or Contracting Officer Representative (COR).** The invoice shall be sent electronically to the GSA Finance Website at <https://finance3.gsa.gov>. Instructions for invoice submission are included on the website <https://finance.ocfo.gsa.gov/defaultexternal/Files/FAQ07.pdf>. Additional assistance is available from the Finance Customer Service line at **800.676.3690**. If the Lessor is unable to process this invoice electronically, and invoice may be mailed to:

General Services Administration
P.O. Box 17181
Fort Worth, TX 76102-0181

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA - Contracting Officer at the following address:

GSA Lease Contracting Officer
Leasing Division
U.S. General Services Administration
Edward.budzinski@gsa.gov

Otherwise, any other means of payment may be made to the Lessor and the giving of a proper receipt of funds.

1) Access

Lessor shall provide Lessee access to Premises daily from 6:30 am to 9:00 pm, seven (7) days per week.

2) Utilities

At no charge to Lessee, Lessor shall furnish all required utilities from 6:30 am to 9:00 pm, seven (7) days per week.


3) Miscellaneous/Exhibits/Attachments

(i) Location of Spaces - The reserved spaces in the Railyard Garage are on the 3rd Lower Level down; and in the Convention Center Garage on the 2nd Lower Level down. The unreserved spaces available for use under this Lease are any then available parking spaces in these levels that are not marked as reserved.

(ii) Rules and Regulations - Attached hereto as Exhibit D are the rules and regulations applicable to the parking garages. Lessee agrees to comply, and to cause its personnel who use the spaces provided under this Lease, to comply with these rules and regulations. Lessor may modify these rules and regulations from time to time with notice to Lessee, provided the modification does not change the terms of this Lease and the rules and regulations, as modified, are applied uniformly to all parkers in the parking garage.

(iii) Premises - The Premises are located in the parking garages at the Santa Fe Community Convention Center Municipal Garage and the Railyard Municipal Garage. No rights to use any other portion of these garages are granted under this Lease.

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED LEASE CONTRACTING OFFICER.

<p>3a. NAME OF LEASE CONTRACTING OFFICER <i>(Type or Print)</i> Ed Budzinski</p>	<p>3b. SIGNATURE OF LEASE CONTRACTING OFFICER DocuSigned by: </p>	<p>3c. DATE 5/25/2022</p>
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EXHIBIT B

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SECTION 1 GENERAL TERMS, CONDITIONS, AND STANDARDS

1.01 DEFINITIONS AND GENERAL TERMS (FEMA LAND) (AUG 2017)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Premises. The Premises are defined as the land described in Section 1 of this Lease, and delineated by plan in the attached exhibit.
- B. Space. The terms Space and Premises shall have the same meaning when used in this document.

1.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice without an express delegation by the prior LCO.

1.03 ~~WAIVER OF RESTORATION (OCT 2021) – INTENTIONALLY DELETED~~

1.04 NOVATION AND CHANGE OF OWNERSHIP (SMALL) (OCT 2016)

Consistent with GSAM 570.115, in the event of a transfer of ownership of the leased premises or a change in the Lessor's legal name, FAR 42.12 applies.

SECTION 2 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

THIS SECTION DELETED

LEASE NO. LNM01513 PAGE 1 LESSOR: JB GOVERNMENT: DS EB

SECTION 3 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

THIS SECTION DELETED

SECTION 4 TENANT IMPROVEMENT (TI) COMPONENTS

THIS SECTION DELETED

SECTION 5 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

THIS SECTION DELETED

SECTION 6 ADDITIONAL TERMS AND CONDITIONS

6.01 LAND USE AND ENTITLEMENT (FEMA) (AUG 2017)

- A. The Government's rights under the Lease for entry, occupation, usage and other rights to the Property extend to all of the following:
 - (i) The Federal Emergency Management Agency (FEMA);
 - (ii) Any of the following assisting FEMA and/or the Government in providing disaster relief:
 - 1. Any of FEMA's agencies, employees, and/or contractors and their subcontractors;
 - 2. Any other Government agency, including, but not limited to, the Army Corps of Engineers (the "Army Corps"), the Department of Housing and Urban Development (HUD), and the General Services Administration ("GSA"), including their employees, agents and/or contractors (and subcontractors), which has been specifically assigned by FEMA the mission of assisting in the construction and establishment of temporary housing for disaster assistance recipients;
 - 3. Any private voluntary agency or organization authorized by FEMA to enter the property; and
 - 4. Any state government agency, or its employees, contractors or representatives assisting FEMA or other Government agencies and/or independently providing disaster relief.
 - (iii) Disaster assistance recipients granted occupancy of housing units established within the emergency housing facility.

B. INTENTIONALLY DELETED

6.02 ~~LESSOR'S COVENANT TO GRANT EASEMENTS AND TO COOPERATE (FEMA) (OCT 2020) – INTENTIONALLY DELETED~~**6.03 TAX CONSEQUENCES (FEMA) (AUG 2017)**

Lessor agrees that, should any ad valorem or other tax consequence arise from the Government's use of the property, and installation of improvements thereon, Lessor shall bear all responsibility therefore. Lessor acknowledges and agrees that Lessor's obligation under this section is supported by consideration from the Government under this Agreement.

6.04 ~~DUE DILIGENCE INSPECTION PERIOD (FEMA) (AUG 2017) – INTENTIONALLY DELETED~~**6.05 RIGHTS AND OBLIGATIONS (FEMA) (AUG 2017)**

All rights, responsibilities and obligations of the Government as Lessee hereunder shall be deemed to be those of FEMA, so that any claim by the Lessor against the Government or other enforcement by the Lessor of any of its rights under the Lease shall be taken by the Lessor against FEMA, and any claim by the Government against the Lessor or other enforcement by the Government of any of its rights under the Lease shall be taken by FEMA. Any communications or notices under the Lease by the Lessor to the Government shall be addressed to the Government point of contact at FEMA set forth above.

6.06 FEMA INVOICING INSTRUCTIONS (FEMA) (AUG 2017)

Payment of monthly rental shall be made in arrears. Lessors must submit an invoice at the end of each month to:

Regular Mail: FEMA FINANCE CENTER PO Box 9001 Winchester, Virginia 22604
Express Mail: FEMA FINANCE CENTER 430 Market Street, Winchester, Virginia 22603
Email Address: FEMA-FINANCE-VENDOR-PAYMENTS@FEMA.DHS.GOV

To ensure timely processing, invoices for disaster leases should include the following information:

- Request for payment on company letterhead
- Lease Number (LNM01513)
- Disaster Number (DR-4652NM)
- 146-0-2 Document Control Number (TX00918N2022T)
- An Invoice Number and Date
- The Period of Performance for Services Rendered

The funds are paid by Electronic Funds Transfer (EFT) based on the information provided in the Lease and on the invoice. The normal processing time for rental payment is 5 to 30 days from receipt at the National Finance Center. If the Lessor has not received payment, he or she should contact: FEMA Finance Main Line 540-504-1900.

6.07 FEMA LEASE CONTACT INFORMATION (FEMA) (AUG 2017)

Government points of contact for this lease are:

Primary: Ruben Maddalena, FEMA Logistics Manager
Telephone: 601-421-4213 (Cell)
Email: ruben.maddalena@fema.dhs.gov

Alternate: Ed Budzinski, GSA Contracting Officer
Telephone: 505-248-7359 (Office)
Email: Edward.budzinski@gsa.gov

6.08 GENERAL CLAUSE SUBSTITUTIONS (FEMA) (OCT 2020)

The following clauses of GSA Form 3517, attached to this Lease, are hereby deleted in their entirety and the following is inserted in lieu thereof:

- A. GSAR 552.270-33 SYSTEM FOR AWARD MANAGEMENT – LEASING (FEB 2020) is replaced with 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018) ALTERNATE I (OCT 2018)
- B. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018) is replaced with 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

6.09 ~~LAND IMPROVEMENTS (FEMA) (AUG 2017) – INTENTIONALLY DELETED~~

6.10 AUTOMATIC RENEWAL – MONTH TO MONTH (FEMA) (AUG 2017)

If the Government, with the knowledge and consent of Lessor, continues to remain in or on the Property after the expiration of the Lease term, the Government shall become a tenant from month to month, upon the same terms and conditions.

6.11 ~~PROVISIONAL ACCEPTANCE (FEB 2024) – INTENTIONALLY DELETED~~

EXHIBIT C

GENERAL CLAUSES

(Acquisition of Leasehold Interests in Real Property for Leases at or Below the Simplified Lease Acquisition Threshold - SLAT)

1. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SIMPLIFIED) (APR 2015)

The Lessor shall maintain the Property, including the Building, Building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenable condition. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that Building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease is signed and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.

3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.

~~4. DEFAULT BY LESSOR (APR 2012) - INTENTIONALLY DELETED~~

5. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

~~6. CHANGES (SIMPLIFIED) (SEP 2011) - INTENTIONALLY DELETED~~

7. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all Buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state and local laws applicable to and enforceable against it as a tenant under this Lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

LESSOR: _____ GOVERNMENT: _____

DS
EB

8. 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

LESSOR: _____ GOVERNMENT: _____

DS
EB

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting

LESSOR: _____ GOVERNMENT: _____

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Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

~~9. 52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION) – INTENTIONALLY DELETED~~

10. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found at [http:// www.acquisition.gov](http://www.acquisition.gov).

11. The following clauses are incorporated by reference:

~~FAR 52.204-10, REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (JUN 2020) (Applicable if over \$30,000 total contract value.) – INTENTIONALLY DELETED~~

FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014).

~~FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020) (Applicable to leases over \$35,000 total contract value.) – INTENTIONALLY DELETED~~

~~FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Applicable when cost or pricing data are required for work or services over \$750,000.) – INTENTIONALLY DELETED~~

~~FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)~~

LESSOR: _____ GOVERNMENT: _____
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~~(Applicable when the clause at FAR 52.215-10 is applicable.) - INTENTIONALLY DELETED~~

~~FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2021) ALTERNATE III (JUN 2020) (Applicable to Leases over \$750,000 total contract value.) - INTENTIONALLY DELETED~~

~~FAR 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (SEP 2021) (Applicable to leases over \$750,000 total contract value.) - INTENTIONALLY DELETED~~

~~FAR 52.219-28 POST-AWARD SMALL BUSINESS REREPRESENTATION (SEP 2021) (Applicable to leases exceeding the micro-purchase threshold) - INTENTIONALLY DELETED~~

FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016)

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value. Full text may be found at <http://www.acquisition.gov>)

FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) (Applicable to leases over \$15,000 total contract value. Full text may be found at <http://www.acquisition.gov>)

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value.)

FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001) (Applicable to Leases over the Simplified Lease Acquisition Threshold as well as to any Leases of any value awarded to an individual)

FAR 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) (Applicable to leases over the micro-purchase threshold.)

FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

FAR 52.233-1 DISPUTES (MAY 2014)

~~GSAR 552.270-12 ALTERATIONS (SEP 1999) - INTENTIONALLY DELETED~~

~~GSAR 552.270-16 ADJUSTMENT FOR VACANT PREMISES (JUN 2011) - INTENTIONALLY DELETED~~

GSAR 552.270-20 PAYMENT (SEP 1999)

GSAR 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

GSAR 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

GSAR 552.270-31 PROMPT PAYMENT (JUN 2011)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

LESSOR: _____ GOVERNMENT: _____

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500 Market Street
Suite 200
Santa Fe, NM 87507



Office: (505) 955-6581
Fax: (505) 955-6430

PARKING PERMITS

Listed below is parking permit information and permit policies:

Types of Parking Permits:

- Residential Parking Program - (RPP) Permits
- Parking Lot / Garage Permits
- Loading Zone Permits
- Special Event Permits

Parking Permit Fees:

- \$21.00 includes tax – Permit Application Fee
- \$131.25 includes tax – Zone Permit Monthly Fee*
- \$68.25 includes tax – Parking Garage / Lot Monthly Fee*
- \$84.00 includes tax – Loading Zones - Within City of Santa Fe Limits*
- \$99.75 includes tax – Loading Zones – Outside City of Santa Fe Limits*
- \$52.50 includes tax – Replacement Permit Fee*
- \$52.50 includes tax – Replacement Access Card Fee*

* Rates and hours of operation are subject to change without notice.

- Parking Zone Permits

- Each Zone location has been color coded. Specific Zone permits are valid in that specific Zone only. As an example, a Zone B permit cannot be used at a Zone D location. Vehicles parked outside of an assigned Zone are subject to zone violation enforcement. .
- Parking Meter permits are valid at meters which are designated at the following zones:
 - Zone A
 - Zone B
 - Zone C
 - Zone D
 - Railyard SurfaceNote: Zone Maps are available upon request
- A \$21.00 non-refundable application processing fee is required when submitting an application.
 - If a permit is lost, a \$52.50 (tax included) fee will be charged to replace it.
 - If a permit is stolen, a copy of the Police Report will be needed along with a \$21.00 (tax included) processing fee to replace it.

- In the event that a replacement permit is needed (i.e. new vehicle or new employee takes over ownership) it will be replaced upon return of the original permit (whole or damaged) at no charge.
 - Meter parking permits are NOT valid at 1 hour and 2 hour parking meters. Meter Time limits are enforced.
 - Additional meter parking permit requires a new application and a monthly permit fee will be assessed and added to the existing account.
- **Parking Lot / Garage Permits:**
 - A monthly Garage or Lot parking permit allows the holder to occupy one standard-size parking stall. Oversized vehicles and those pulling trailers that occupy more than one parking stall will be charged the normal daily fee for the additional space occupied, unless prior arrangements have been made with the Parking Division.
 - Monthly parking spaces are unassigned and available on a first-come, first-served basis. Monthly parking permit holders have in and out privileges; however, a space is not guaranteed upon return.
 - Note: During special events such as Spanish Market, Indian Market, Fiestas, etc. spaces in lots or garages may not be available after 10:00 a.m.
 - A Lot or Garage parking permit may not be used to store vehicles beyond twenty four (24) hours in any parking Lot or Garage. Vehicles stored beyond twenty four (24) hours will be cited and towed at owner's expense.
 - The Parking Division reserves the right to revoke parking permit/s at its sole discretion due to unpaid parking violation citations and/or violation of any parking regulations.
- **Access Cards:**
 - Facility Access Cards will be issued to all monthly permit holders in good standing for the following facilities: Convention Center Parking Garage, Sandoval Parking Garage, Water Street Parking Lot and Railyard Parking Garage.
 - The Access Card permits entry and exit from any authorized parking garage or lot.
 - Lost or stolen Access Card/s has to be immediately reported to the Parking Division by calling (505)955-6581.
- **Note:**
 - An access card permits one vehicle to enter a parking facility at any one time and the access card cannot be used again to enter the facility until the access card has been first used to exit the parking facility. Access cards are Not Transferable.
 - Violation/s of the parking access card regulations will result in the revocation of the parking permit and access card.

- **Loading Zone Permits:**

- A \$21.00 non-refundable application processing fee is required when submitting an application for a loading zone permit.
 - If a permit is lost, a \$52.50 (tax included) fee will be charged to replace it.
 - If a permit is stolen, a copy of the Police Report will be needed along with a \$21.00 (tax included) processing fee to replace it.
- If you have more than one (1) vehicle utilizing an approved loading zone permit, all vehicle information including license plate number/s must be listed on the application.
- If you need to add an additional vehicle to your permit, please complete an online permit update application form at the Parking Division website: www.santafenm.gov/parking
- Loading Zone Permit **MUST** be displayed from the vehicles rearview mirror with information face of the permit facing towards the front of the vehicle.

- **Payments:**

- Permit Payments shall be paid in advance and are due no later than the 1st of the month. A \$10 late payment penalty will be added to the monthly fee total if permit fee is received after the 10th of the month.

To ensure that the account is credited properly, please write the billing invoice number and account number on the check in the “memo” field of the check.

- Make checks payable to:

City of Santa Fe Parking Division

P. O. Box 909

Santa Fe, NM 87504-0909

- Payments can also be made over the phone using a visa, master card and / or discover card by calling the Parking Division at 505-955-6581.

▪ **Cancellation of Permit / Access Card:**

- The City of Santa Fe Parking Division must receive a 30 day cancellation request for any permit / access card.
- You can download a cancellation form at: http://www.santafenm.gov/apply_for_a_parking_permit and email to: parkingpermits@ci.santa-fe.nm.us.
- Access card/permit has to be returned to the Parking Division office by the cancellation effective date.
- If access card/permit is not returned by the cancellation effective date, fee for the following month will be charged and added to the account.
- The City of Santa Fe Parking Division reserves the right to cancel an access card/parking permit at any time by written notice of cancellation.
- Duplication or alteration of a permit is strictly prohibited. If it is determined that a permit has been duplicated or altered, the permit will be automatically revoked instantly. Revoked parking permits are not eligible for refund of fees paid.
- Parking Permit fees are not prorated and therefore are charged as a total monthly fee.
- Cancelled permits will not be eligible for a refund if notice of cancellation is less than 30 days.

- **All parking permits and Access Cards remain the sole property of the City of Santa Fe Parking Division.**
- **As a parking permit holder in good standing, you are responsible for timely payment of permit fees when due. Permit accessories, such as access card, provided by the Parking Division shall be returned in satisfactory condition upon demand or upon voluntary permit cancellation.**
- **The City of Santa Fe expressly neither assumes liability nor implies in any form or manner that the vehicle is protected from any damage or loss while parked in any of the City's parking facilities. The vehicle owner solely assumes all liability and is responsible for any and all damage or loss to the vehicle or contents of the vehicle while vehicle is parked in any of the City's parking facilities.**
- **Vehicles are parked in City's parking facilities at vehicle owners' risk and no bailment is created.**
- **ALWAYS LOCK YOUR VEHICLE and DO NOT LEAVE VALUABLES IN PLAIN VIEW!**

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

See instructions within the representation regarding whether or not completion of this form is required. If required, complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee.

NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model

number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	<p><i>John Blair</i> <small>John Blair (May 24, 2022 14:49 MDT)</small></p> <hr/> <p>Signature</p>	<p>May 24, 2022</p> <hr/> <p>Date</p>

City of Santa Fe ADDENDUM

This agreement incorporates the additional terms and conditions in the addendum between the CITY OF SANTA FE (Lessor) and the Lessee.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by CITY in connection with this 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. 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 in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

APPLICABLE LAW; CHOICE OF LAW; VENUE

Lessor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of City of Santa Fe. Venue shall be proper in the United States District Court for the District of New Mexico. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal court of competent jurisdiction in New Mexico.

Signature Lines required:

City of Santa Fe:

John Blair
John Blair (May 23, 2022 12:28 MDT)

John Blair,
City Manager

Date: May 23, 2022

Lessee: DocuSigned by:
Ed Budzinski

Ed Budzinski
Lease Contracting Officer

Date: 5/25/2022

Attest:

Kristine Mihelcic

Kristine Bustos Mihelcic, City Clerk

City Attorney's Office:

Marcos Martinez
Marcos Martinez (May 20, 2022 15:19 MDT)

Senior Assistant City Attorney

Approved for Finances:

Alexis Lotero

Alexis Lotero, Interim Finance Director