

**LEASE AGREEMENT
BETWEEN THE CITY OF SANTA FE AND
THE SANTA FE ANIMAL SHELTER, INC.**

This LEASE AGREEMENT is made and entered into by and between the Santa Fe Animal Shelter, Inc., ("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 the Lease Agreement, the Lessor allows the Lessee to use and occupy:

- A. Approximately 800 square feet of office space (the "Office Space") in the building owned by Lessor and located at 100 Caja del Rio, Santa Fe, New Mexico (the "Building");
- B. Three (3) offices and a storage area; and
- C. Common areas and parking areas in and about the Building.

2. USE OF PREMISES

Lessor agrees to allow the Lessee to use the Premises for the purposes of office space for employees of the City's Animal Services Unit. The storage area will be utilized for kennel space and for animal services supplies/equipment.

3. LEASE TERM AND OPTION TO RENEW

The term of this Lease Agreement shall commence on September 1, 2023 and shall run for fifty eight (58) 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:

Base Rent. Lessee shall pay as follows, beginning on September 1, 2023 and due each month on the first day of the month for fifty-eight (58) months ending on June 30, 2028.

FY24 - \$1,680.00 per month, a total of \$16,800 for remainder of fiscal year

FY25 - \$1,680.00 per month, a total of \$20,160 per year

FY26 - \$1,680.00 per month, a total of \$20,160 per year

FY27 - \$1,680.00 per month, a total of \$20,160 per year

FY28 - \$1,680.00 per month, a total of \$20,160 per year

Maximum Amount for fifty-eight (58) months \$ 97,440.

Lessee shall make all payments of rent each month to the Santa Fe Animal Shelter, Inc., 100 Caja del Rio, Santa Fe, New Mexico, 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 of judgments, including payment of all attorney's fees and costs, whatsoever, arising from the acts of its own employees, agents, representatives, guests or invitees, and subcontractors.

8. THIRD PARTY BENEFICIARIES

By entering into the 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 seven 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 the Santa Fe Animal Shelter. 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 the 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
PO Box 909
200 Lincoln Ave.
Santa Fe, NM 87507

Lessor:

Santa Fe Animal Shelter, Inc.
100 Caja del Rio
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 requirement.

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 the 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. APPROPRIATIONS. The terms of this Lease are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Lease. If sufficient appropriations and authorization are not made by the City, this Lease shall terminate upon written notice being given by the City to the Lessor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Lessor and shall be final.

16. 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.

SANTA FE ANIMAL SHELTER:



Board chair

Name & Title

Sep 14, 2023

Date

CITY OF SANTA FE



John Blair (Oct 16, 2023 19:24 MDT)

John Blair

City Manager

Oct 16, 2023

Date

Attestation:



Geralyn Cardenas (Oct 17, 2023 08:17 MDT)

Geralyn Cardenas

Interim City Clerk

XIV

Oct 17, 2023

Date

City Attorney's Office:



Marcos Martinez (Sep 5, 2023 16:13 MDT)

Senior Assistant City Attorney

Sep 5, 2023

Date

Approved for Finances:



Emily K. Oster (Oct 16, 2023 17:32 MDT)

Emily K. Oster

Director of Finance

Oct 16, 2023

Date

Business Unit No.

City of Santa Fe, New Mexico

memo

DATE: October 2, 2023

TO: John Blair, City Manager

VIA: Emily Oster, Finance Department Director
Kyra Ochoa, Director Community Health and Safety KO
Paul Joye, Chief of Police PK
Ben Valdez, Deputy Chief of Police N/A

FROM: AnnaMarie Bowen, Fiscal Administrator AMB

ITEM AND ISSUE:

Request for the Approval of a Lease Agreement between the City of Santa Fe and the Santa Fe Animal Shelter. Term is for 58 months, approximately 4 years and 10 months. (Santa Fe Animal Shelter, Inc. – Lease Agreement); (AnnaMarie Bowen, acbowen@santafenm.gov; ext. 5122)

BACKGROUND AND SUMMARY:

Attached is the lease agreement between the City of Santa Fe and the Santa Fe Animal Shelter. The lease is for the use of office space consisting of three (3) offices, a storage area, use of the common areas and parking areas for members of the Santa Fe Police Department Animal Services Unit. In addition, the lease includes kennel space for animal services purposes.

If approved, the City shall pay to the Lessor a monthly rental payment in the amount of one thousand six hundred eighty dollars and no cents (\$1,680). The lease total for the agreement is \$97,440.

CONTRACT NUMBER:

The FY24 Munis contract number is 3204370.

ACTION REQUESTED:

The Santa Fe Police Department respectfully requests your review and approval.



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204370

Procurement # (RFP/ITB# If any):

Contractor: Santa Fe Animal Shelter, Inc.

Procurement Method: Small Purchase ☐ RFP ☐ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☐

Description/Title: Lease Agreement - between the City of Santa Fe and the Santa Fe Animal Shelter, Inc. (58 months)

Contract: ☐ Agreement: ☐ Lease/Rent: ☐ Amendment: ☐

Term Start Date: 09/01/2023 Term End Date: 06/30/2024 Total Contract Amount: \$97,440.00

☐ Approved by Council (If over the City Manager's approval threshold, you must go through GB)

Contract / Lease: 58 month lease agreement (4 years and 10 months)

1.b Amendment #: _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount \$: _____

Extend Expiration Date to: _____

☐ Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: _____

Amendment is for: _____

2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

New Agreement for FY24 - FY28

Prior year agreement - Item # 19-0529

3. Procurement History:

N/A per Travis

09/25/2023

Purchasing Officer Review:

Date:

Comment & Exceptions:

4. Funding Source: **Fund (223) Land/Building Rental**

Org / Object: 2230310/562550

Andy Hopkins

Sep 28, 2023

Andy Hopkins (Sep 28, 2023 12:40 PM)

Budget Officer Approval:

Date:

Comment & Exceptions: _____

5. Grant History (if applicable):

Grants Administrator Approval: _____

Date: _____

Staff Contact who Completed This Form: AnnaMarie Bowen

Phone #: x5122

To be recorded by City Clerk:

Email: acbowen@santafenm.gov

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed)

Title

Date

COMMERCIAL LICENSE

Registration No: 12902

Permit No:

Permit Type: COMMERCIAL

State of New Mexico, County of Santa Fe

WHEREAS, SANTA FE ANIMAL SHELTER AND HUMANE SOCIETY, a resident of 100 CAJA DEL RIO, SANTA FE, NM 87507

County and State aforesaid, and one of the members of the firm known as SANTA FE ANIMAL SHELTER & HUMANE SOCIETY has made application for registration as COMMERCIAL; therefore

License Has Been Granted

to the said SANTA FE ANIMAL SHELTER & HUMANE SOCIETY to carry on said business at
100 CAJA DEL RIO, SANTA FE, NM 87507

in said County and State for a period of 12 months, commencing on the 1 day of January, 2023
and ending on the 31 day of December, 2023, under the provisions of the law in such cases made and provided.

In Witness Whereof, I have hereunto set my hand and affixed the seal
of the Treasurer, at Santa Fe, N.M., this _____
day of January 2023



SANTA FE COUNTY TREASURER

30068



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Blue Chip Insurance Agency, Inc. PO Box 5355 Santa Fe NM 87502	CONTACT NAME: Lauren Hemphill PHONE (A/C, No, Ext): 505-988-4425 FAX (A/C, No): 505-988-7454 E-MAIL ADDRESS: bluechip@bluechipnm.com
INSURED SANTA FE ANIMAL SHELTER 100 Caja Del Rio Rd. Santa Fe NM 87507	INSURER(S) AFFORDING COVERAGE INSURER A: The Cincinnati Insurance Co. INSURER B: NM Southwest Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:
SANTFEA-03	NAIC # 10677

COVERAGES **CERTIFICATE NUMBER:** 161948751 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPP 047 30 60	1/31/2023	1/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EBA 047 30 60	1/31/2023	1/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			EPP 047 30 60	1/31/2023	1/31/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	26.134	1/31/2023	1/31/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

CITY OF SANTA FE
200 Lincoln Ave.
Santa Fe NM 87501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lauren Hemphill

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23-0611 Santa Fe Animal Shelter

Final Audit Report

2023-10-17

Created:	2023-10-16
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_PragtC_MbsH7iTq7APAEWyoqCm3OV3w

"23-0611 Santa Fe Animal Shelter" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)
2023-10-16 - 7:53:32 PM GMT- IP address: 63.232.20.2
-  Document emailed to ekoster@santafenm.gov for signature
2023-10-16 - 8:07:31 PM GMT
-  Email viewed by ekoster@santafenm.gov
2023-10-16 - 11:30:09 PM GMT- IP address: 104.47.65.254
-  Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster
2023-10-16 - 11:32:23 PM GMT- IP address: 216.207.130.218
-  Document e-signed by Emily K. Oster (ekoster@santafenm.gov)
Signature Date: 2023-10-16 - 11:32:25 PM GMT - Time Source: server- IP address: 216.207.130.218
-  Document emailed to jwblair@santafenm.gov for signature
2023-10-16 - 11:32:27 PM GMT
-  Email viewed by jwblair@santafenm.gov
2023-10-17 - 1:24:16 AM GMT- IP address: 104.47.65.254
-  Signer jwblair@santafenm.gov entered name at signing as John Blair
2023-10-17 - 1:24:39 AM GMT- IP address: 63.232.20.2
-  Document e-signed by John Blair (jwblair@santafenm.gov)
Signature Date: 2023-10-17 - 1:24:41 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Geralyn Cardenas (gfcardenas@santafenm.gov) for signature
2023-10-17 - 1:24:43 AM GMT
-  Email viewed by Geralyn Cardenas (gfcardenas@santafenm.gov)
2023-10-17 - 2:17:16 PM GMT- IP address: 65.133.115.165



Document e-signed by Geralyn Cardenas (gfcardenas@santafenm.gov)

Signature Date: 2023-10-17 - 2:17:47 PM GMT - Time Source: server- IP address: 65.133.115.165



Agreement completed.

2023-10-17 - 2:17:47 PM GMT