

City of Santa Fe, New Mexico Memorandum



DATE: June 11, 2024

TO: Quality of Life Committee 7/24/2024

Finance Committee 7/29/2024 Governing Body 7/31/2024

VIA: Rich Brown, Community Development Director Richard Brown

Karen Iverson, Metropolitan Redevelopment Director

FROM: Lee Logston, Asset Development Manager, Economic Development

RE: Lease Agreement with Vital Spaces

EXECUTIVE SUMMARY: Request approval of a new Lease Agreement ("Agreement") between the City of Santa Fe and Vital Spaces, Inc., for a portion of the City-owned building known as the SW Annex, located at 1600 St. Michael's Drive, Santa Fe, NM. The Agreement, if approved, will allow Vital Spaces to occupy a portion of the SW Annex for twelve months.

BACKGROUND: Vital Spaces (Lessee) has been renting the City-owned building known as the SW Annex at the Midtown Site from the City of Santa Fe (Lessor) as artist studio and exhibition space since January 2020. The City is converting a portion of the SW Annex Building into office space for the Metropolitan Redevelopment Agency. Vital Spaces has shifted to the east half of the building while the west half is being renovated. This lease will enable Vital Spaces to continue leasing at Midtown for twelve months, at a lease rate of \$1,250 per month. Vital spaces will occupy approximately 2,050 square feet. Natural gas, electric, water, and sanitary sewer services are provided by the City.

The new Lease Agreement will become effective with the date of final signature and will terminate twelve months after the effective date, with the possibility to extend on a month-to-month basis.

ACTION REQUESTED:

The Metropolitan Redevelopment Agency respectfully requests your approval of the Lease Agreement.

Object 5256175 Org 460150

ATTACHMENTS:

Lease Agreement Summary of Contracts Business License Insurance Certificate

LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND VITAL SPACES, INC. (MIDTOWN SW ANNEX BUILDING)

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 VITAL SPACES, INC., a New Mexico non-profit corporation ("Lessee"), collectively the "Parties".

WHEREAS, the City owns a property at the City's Midtown Site at 1600 St. Michaels Drive known as the SW Annex; and

WHEREAS, the City supports the mission of Vital Spaces to provide studio residencies to local artists; and

WHEREAS, Vital Spaces helps support the intent of the City to activate the Midtown Site during redevelopment; and

WHEREAS, the City needs office space for the Metropolitan Redevelopment Agency, and would like to have this office space at the Midtown Site; and

WHEREAS, The City can accommodate both the mission of Vital Spaces and Metropolitan Redevelopment Agency goals within the same building; and

WHEREAS, the City desires to lease a portion of the Midtown SW Annex Building to Lessee for the purpose of supporting community arts and activating the Midtown Site.

WITNESSETH:

In consideration of the Lessee's promises herein, Lessor hereby grants Lessee the Lease Agreement herein provided, revocable and terminable as hereinafter provided, to enter on, make use of and improve the real property of Lessor as follows:

1. PREMISES

Lessor allows Lessee to use, and occupy, subject to the terms and conditions of this Lease Agreement, a certain parcel of land known as The SW Annex, located 1600 St. Michaels Drive at the Midtown Site in the City of Santa Fe (the "Premises"), as shown on **Exhibit A** of this Lease Agreement.

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. EFFECTIVE DATE

This Lease Agreement shall become effective on the date of the last executed signature by the City and the Lessee.

3. LEASE TERM

- **a.** <u>Term.</u> The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date and shall terminate twelve (12) full months after the effective date.
- **b.** <u>Hold Over.</u> 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.

4. RENT

- a. Lessee shall pay **Monthly Rent** of \$1,250 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. Lessee shall make payments to: City of Santa Fe, Treasury Division, 200 Lincoln Ave., Room 114, Santa Fe, NM, 87504.
- b. 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.

5. USE OF PREMISES

- a. <u>Conditions of Use</u>. Lessee shall use the Premises solely for the purpose of operating "Artists' Studios and Galleries" subject to the following conditions:
 - *i.* Use of premises shall be subject to all conditions placed upon licensees of Vital Spaces Artist Handbook attached hereto as **Exhibit B**.
 - *ii.* All licensees shall be artists who produce and exhibit their work in accordance with the terms of the Vital Spaces Studio License Agreement.
 - iii. The premises shall at no point be used for residential or lodging uses.
 - iv. Lessee's licensees shall park in City designated parking lots.
- b. <u>Improvement of the Premises</u>. 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, and 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. <u>Trade Fixtures</u>. 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. <u>Compliance with Laws</u>. 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).

6. REPAIRS & MAINTENANCE

- a. During the term of this Lease 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 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, and replacements, provided that the Lessee shall have no responsibility for any repairs, replacements or capital improvements to the roof, structure, heating, ventilation and air conditioning systems, or exterior walls of the Leased Premises, 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. Lessee shall at all times during the term of this Lease 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.
- e. 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 6. 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.
- f. Repair and maintenance shall be to the sole satisfaction of Lessor, and if Lessee fails to fulfill any duty imposed under this Section 6 within a reasonable period of time, City may, but 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 6 shall constitute a waiver of Lessee's obligations. Lessee's obligations under this Section 6 shall survive the expiration or termination of this Lease Agreement.

7. UTILITIES & SERVICES

RESPONSIBILITIES OF PARTIES

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. <u>Responsibility of Lessor</u>. All natural gas, electricity, domestic water, and sanitary sewer service shall be provided to the Premises by Lessor.
- b. <u>Responsibility of Lessee</u>. 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.

8. 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.

9. 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.

10. INSURANCE

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

- a. <u>Property Insurance</u>. 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.
- b. <u>Commercial General Liability Insurance</u> 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).
- c. <u>Workers' Compensation Insurance</u> 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.
- d. <u>Certificates of Insurance</u>. 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.

11. 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.

12. 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.

13. 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.

14. TERMINATION

- a. 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 during the term of this lease, 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.
- b. 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.

15. 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 To Lessee: Vital Spaces, Inc.

Attn. City Manager Attn. Raashan Ahmad, Executive

Director

P.O. Box 909 1200 Hickox Street Santa Fe, NM 87504 Santa Fe, NM 87505

With a copy to: City of Santa Fe

Attn. Midtown Asset Development Manager Lee Logston

P.O. Box 909

Santa Fe, New Mexico 87504

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. AMENDMENT

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

24. <u>SECURITY DEPOSIT</u>

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 therefore deposit monies with City sufficient to restore said Security Deposit to the full amount required by this Lease Agreement. 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 to Lessee 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.

25. CONSTRUCTION OF IMPROVEMENTS

a. <u>Construction Assurance</u>. 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. <u>Turnover or Removal of Improvements</u>.

- 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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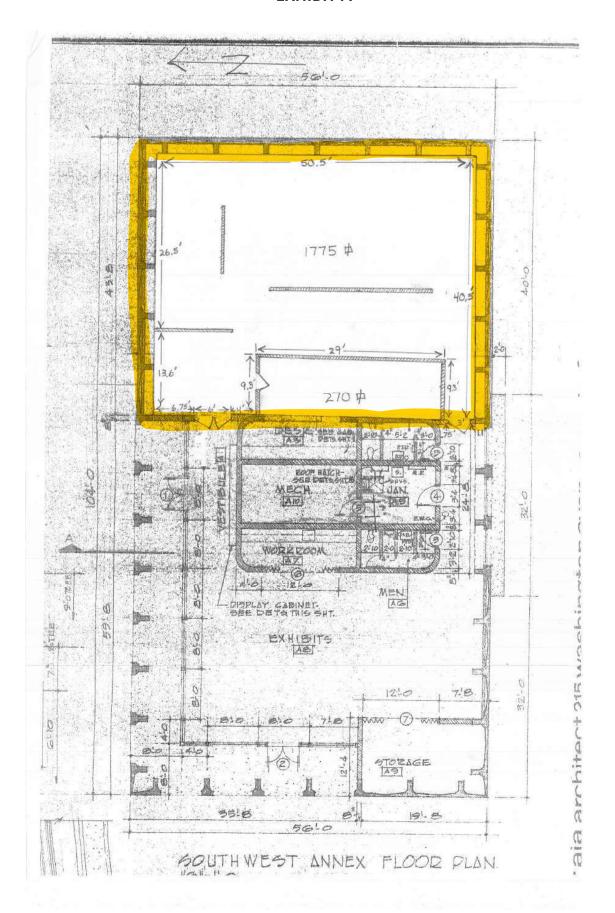
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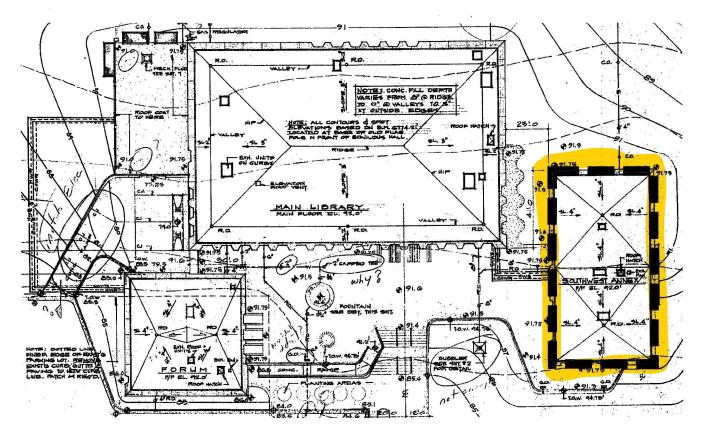
IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates below.

LESSOR: CITY OF SANTA FE	LESSEE: VITAL SPACES, INC.
Alan Webber (Aug 1, 2024 18:27 MDT)	Raashan Ahmad Morris Raashan Ahmad Morris (Jun 7, 2024 10:37 MDT)
ALAN M. WEBBER, MAYOR	Raashan Ahmad, Executive Director
DATE:Aug 1, 2024	_{DATE:} Jun 7, 2024
ATTEST:	
NH N	
GERALYN CARDENAS, INTERIM CIT GB MTG 07/31/2024	Y CLERK XIV
APPROVED AS TO FORM FOR LEGAL	SUFFICIENCY:
Patricia Feghali Patricia Feghali (Jun 7, 2024 10:53 MDT)	
PATRICIA FEGHALI, ASSISTANT CIT	Y ATTORNEY
APPROVED AS TO FINANCE:	
Chily K. Oster Jun 13, 2024	
EMILY K. OSTER, FINANCE DIRECTO	PR
5256175 460150 Andy Hopkins	

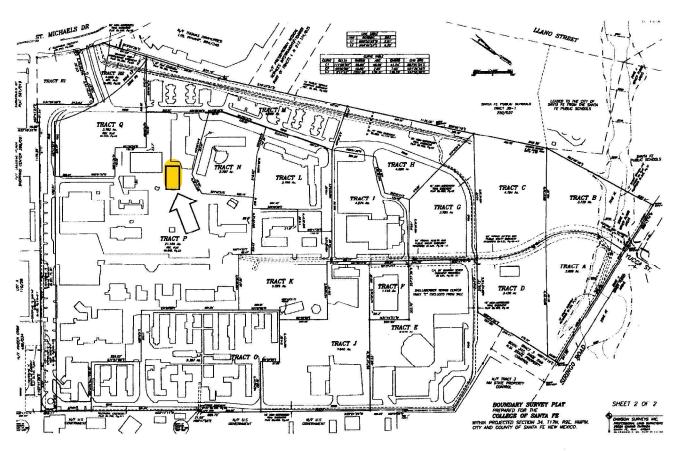
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EXHIBIT A





SW ANNEX - EXHIBIT A - SITE PLAN



SW ANNEX - EXHIBIT A - CAMPUS PLAN 1600 SAINT MICHAEL'S DRIVE SANTA FE NM

Vital Spaces Studio Artist Handbook SW Annex, Midtown Campus, 1600 St. Michael's Drive, Santa Fe New Mexico

Welcome to the Vital Spaces Studio Program. This handbook provides important information regarding your studio residency. We encourage you to keep a copy on hand at your studio and can provide additional copies to you in both print and electronic format.

If you have any questions about the information contained in this handbook, please contact: contact@vitalspaces.org

We look forward to your residency and seeing what you create in our space.

Important Contacts

Vital Spaces programs

Jonathan Boyd 505-995-9720 Hannah Yohalem 505-690-8962 jonathan@vitalspaces.org (Executive Director) hannah@vitalspaces.org (Program Director)

Vital Spaces office

contact@vitalspaces.org

Exhibit B

Table of Contents

Term of Residency	2
Studio Fees	3
The Studio Building	3
Guests	3
Your Studio	4
Studio Upkeep	5
Lighting your	5
workspace	
Prohibited materials,	6
equipment and processes	
Safety and Security	7
Personal Safety	7
Fire Safety	7
Structural Safety	8
Reporting Incidents	8

Warnings, Fines &	9		
Terminations			
Artistic Freedom	9		
Contribution to the Vital	10		
Spaces collection			
The Studio	10		
Community			
Studio Tours	10		
Other opportunities at	10		
Vital Spaces			
Appendix A – Studio	11		
Safety			

Term of Residency

Once you accept a Vital Spaces studio, you will be required to sign a License Agreement that binds you to performing certain actions (such as paying fees and keeping your studio clean), and prohibits you from certain actions (for example smoking in the building).

This agreement also states that the rules and regulations posted in the common area of the studios and provided in this Artists' Handbook are to be followed, so it is recommended that you read the agreement, this handbook, and all posted regulations and notices from Vital Spaces carefully and ask for clarification from Vital Spaces staff if you have any questions.

Studio use is granted on a month to month basis, and Vital Spaces provides no guarantee that your studio residency will last for any specific duration. We will attempt to give artists as much notice as possible before a termination, and hope to provide at least a 30-day notice. This in no way guarantees that a 30-day notice will be provided in all instances.

If certain provisions of the License Agreement, or this Artists' Handbook, are broken, Vital Spaces has the right to terminate the License Agreement and require an artist to move out of the studio within 24 hours upon notice. Vital Spaces reserves the right to terminate any studio residency for any reason.

Upon termination of the License Agreement and your residency, Vital Spaces provides no guarantee of future studio residencies or any other programming to the artists.

License Agreements are renewed every year, and artists wishing to continue in the Studios Program will be required to sign new agreements when the agreement is available. The Artist Handbook may be updated at any time. When the handbook is updated, a new electronic copy will be available upon request.

Artists are responsible for ensuring they understand any changes made to the handbook. If an artist does not wish to sign an updated License Agreement, or does not agree to follow the regulations and

instructions in an updated Artist Handbook, they must give notice to the Program Director and vacate the studio within 24 hours.

License Fees (aka Rents)

Your studio license fee and payment procedures are outlined in the License Agreement.

The Studio Building

Vital Spaces's midtown campus studios are provided in an as-is condition and may not be modified without permission.

The SW Annex is a non-smoking facility.

Pets and other animals are not allowed in the building due to it being a shared space and potential allergy issues.

No cooking or preparing of beverages is permitted outside of designated areas. Do not leave any food, garbage or unsealed or used food or beverage containers in the studio or common areas overnight.

You must help keep the common areas of the building clean and dispose of ALL trash personally.

Alcoholic beverages are discouraged in Licensed Area, or common areas of the studio building, except for during approved open studio events.

Bicycles and other vehicles are not allowed in Licensed Area or common areas of the studio building unless written permission is obtained from Vital Spaces. Do not obstruct doorways or hallways with these or any other items.

Guests

You may have up to two guests at a time in your studio provided that all of the following conditions are met for every visitor – even if they have visited previously. A guest is anyone who has not signed a License Agreement with Vital Spaces, and includes curators, family members, models, etc.

- 1) You email the name(s) of your visitor(s) and approximate time of the visit to Vital Spaces' Program Director two business days before the scheduled visit. If you do not receive a response, you can still go ahead with your visit.
- 2) All guests must be registered and sign in with contact information on the sign in sheet.
- 3) You meet your visitor at the entrance of the building and escort him/her to the studio and back to the entrance after each visit.

Occasionally, we may have to limit the number of AFTER HOUR guests. We allow guests based upon first notification. We reserve the right to deny guest requests.

You may have one (1) intern or assistant working in the studio at any given time. You must be present whenever an intern or assistant is in the studio.

Your Studio

Your studio is provided as-is and must be returned in the condition it was received.

The floors of your studio must be protected from paint spills, and other things that might cause damage to them. You may not modify the structure of your studio by building walls, doors, or shelving/storage that attaches to the walls or floors without prior approval.

Your studio is designated by letter and number. Be sure to include this designation on all correspondence and rent payments you send us.

You must sign in and out when you enter and leave the studio building.

- We use this information to determine individual studio use (you must use your studio at least 50 hours per month) as well as to track trends.
- This information is also important in the event of an emergency to know how many people are in the building.

The internal area bounded by the walls of your studio is the only area that you are allowed to use to make work, to store your art making supplies and equipment, to store your finished artworks, or to have any furnishings (chair, table, metal shelves).

You may not make any permanent markings – ink, magic markers, etc. on any part of the studio or common areas of the studio building unless expressly approved.

Things left in the common areas of the building without specific permission – which will be for specific things and a specific time-frame – may be disposed of by Vital Spaces at any time.

Studio Upkeep

You must keep your studio clean and safe for yourself and others to walk through at all times. We recognize that every artist has different ways of creating their work, but the following guidelines must be followed in all studios.

- All sawdust, fabric, paper, etc., scraps and debris must be removed from the studio and thrown away. If your work re-uses these scraps, they must be stored in a non-flammable (metal or plastic) container. You are responsible for the isolation of dust or other particulate matter generated by the creation of your work. Isolation of areas larger than 8 x 8 x 8 feet, or 512 cubic feet, must be approved by Vital Spaces.
- All electric tools and equipment must be unplugged, and their cords wrapped/tied when not in use.
- All flammable materials (terpenoid, odorless mineral spirits, etc.) must be kept in sealed containers, and those containers must be kept in a closed non-flammable (metal or plastic) cabinet or box, clearly marked "Flammable Materials," when not in use.

 NOTE: You may use up to 6 fluid ounces of these materials in your studio at a time. Your working
 - material must be kept in an appropriate container that you seal when you're not using it. If you wish to keep more than 6 fluid ounces please arrange to store them in a fireproof cabinet or container.
- All extension cords must be run along the edge of the studio's walls, and must not be "jumped" (connected to another cord) behind any object. Power/extension cords must not be run under anything covering the floor, nor across a space when not in use.
- All extension cords must be in good condition, grounded (3-prong), and rated for at least 15 amps.
- All power strips must be in good condition.
- All rags that have been used with oil paints, solvents, or other flammable materials must be thrown away in the specially marked red bucket marked for flammable rags. We encourage the use of smaller rags that may be disposed of sooner than larger rags. Oil painting rags that are currently in use in your studio must be hung-up allowing for airflow through the rag. Rags used with solvents must be stored in airtight containers. All rags must be kept away from all electrical outlets, extension cords and all electrical equipment or devices.
- Materials stored in the studio may be only those things that you use for the creation of your artwork. Do not store personal belongings, furniture, vehicles or other non-art related items in your space. No more than 1/3 of the studio may be used for storage.

Lighting your Workspace

All general lighting is controlled via standard light switches. Please turn on only the lights needed for your studio. When you leave the studios, please turn off the lights if you are the last person to leave Please let us know if your overhead light bulbs are not working, and someone from Vital Spaces will come by to replace them.

If you require extra lighting for your studio, you may supplement the overhead light with clamp or stand lighting fixtures and compact fluorescent or LED light bulbs. Halogen bulbs are not permitted due to fire concerns. Fluorescent bulbs now come in a variety of color temperatures, from what looks like incandescent, to daylight, and even full spectrum.

When installing supplemental lighting, do not wrap or hang cables, clamps, string, wire, electrical cords, etc. from any overhead hardware. Clamp lights may NOT be clamped to anything else attached to the

ceiling. Clamp lights MAY be clamped to shelves. Clamp light electrical cords, must be neatly organized and we recommend that they be bundled together with plastic ties to reach your power source. Do not bundle or wind electrical cords to any pipe, conduit or other metal supports as this creates a potential electrical hazard.

Hazardous Materials, Equipment and Processes

You may not use any hazardous materials without the written permission of Vital Spaces, and all appropriate precautionary measures must be observed when using any unsafe, hazardous or flammable materials.

You must file, by studio number, a list of approved hazardous materials being used in the studio, the danger of such materials, and the steps being taken to ensure the safety of the persons working in and around the studio.

The following is a list of materials or processes that is prohibited within the studio building:

Materials:

- Any chemicals with a NFPA Fire Rating of 3 or higher (meaning the material has a flash point of 100°F of lower)
- Acetone
- Acids
- Aromatic epoxies
- Aromatic epoxy paints
- Asbestos laden stone (such as some alabasters and soapstone: check with stone supply vendor for stone content)
- Benzene
- Bondo and similar fillers
- Contact cement (except water-based)
- Fiberglass
- Kerosene
- Mineral Spirits (odorless is ok)
- Petroleum / Gasoline
- Toluene
- Turpentine
- Xylene

If you have a question about a material not on this list, please check it's Material Safety Data Sheet (just google: [name of material] MSDS). If it has a Fire Rating (red diamond) of 3 or higher, a Health Rating (blue) of 2 or more, or a Reactivity Rating (yellow) of 2 or more, it is not allowed in the studios.

Equipment and furnishings:

- Hotplates or hotpots
- Incandescent, Halogen, Neolite or Purelite lights or other high temperature light bulbs
- Kilns
- Microwaves
- Propane or butane torches
- Pneumatic tools

Processes:

- Brazing
- Burning

- Dry carving/rasping/sanding which creates excessive amounts of airborne silt (with such materials as plaster, plastics, wood, stone, etc.)
- Encaustic
- Spray-painting or Airbrushing within the studio building
- Welding
- Any other process which creates hazardous or noxious fumes.

This list of prohibited materials, equipment and processes may be amended at any time. Amendments will be emailed to each artist, and a new list will be posted in the common areas of the studios.

If we discover something on the prohibited list in your studio, we may issue a warning or terminate your residency.

If you discover that a newly prohibited material, equipment or process is something that you were using to make your art, contact Vital Spaces immediately.

Safety and Security

Personal Safety

Be aware of your surroundings. If you feel that you are in danger, we encourage you to go to a neighborhood business and let others know of the situation.

Persons Unknown to You

When entering or exiting the studios, do not let anyone else into the space, even if they can pronounce 'Vital Spaces' correctly or know the name of someone on staff or in the studios.

If you are in the studios, and you encounter someone you do not know, we encourage you (if you feel safe about it) to ask the person, in a friendly manner, who they are, whom they are with, and what they are doing in the space. If the person does not answer, gives strange answers, or seems "sketchy," and you feel you are able to, you may ask the person to leave.

We don't want to encourage confrontation, but we wish to empower you to help keep the building secure. If you do not feel comfortable in the presence of a person, or they do not respond to you, please call Vital Spaces and let us know about the situation immediately.

Doors

Do not prop or leave any of the building or studio doors open. Make sure the doors lock behind you. If you see that a door is open or find it unlocked without someone else present, please close and lock the door.

Fire Safety

You may not use fire in the studio; including smoking, incense, or other fire sources. Communicate to Vital Spaces beforehand if you want to sage or sweetgrass smudge studio in a building space. Personal space heaters, electric kettles, or other appliances are not allowed in Licensed Area unless approved.

Fire Extinguishers

Fire extinguishers are hanging on the walls throughout the studios. Please familiarize yourself with their instructions for use, so you'll know what to do if you should ever need to use one.

P.A.S.S.	Guidelines for using a fire extinguisher:					
Pull	Holding extinguisher upright, twist the pin to break the plastic safety seal. Pull the pin completely out.					
Aim	Aim low. Point the extinguisher nozzle (or its horn or hose) at the base of the fire not the flames. This is important – in order to put out the fire, you must extinguish the fuel.					
Squeeze	Squeeze the handle. This releases the extinguishing agent.					
Sweep	Using a sweeping motion, move the fire extinguisher back and forth until the fire is completely out. Watch the fire area. Back away if fire breaks out again repeat the process.					

Additional Locks on Studio Doors

If you have a door and wish to lock it, please contact Vital Spaces. Locks are not available on doors that other artists will need to pass through.

Security of Equipment and Supplies

For those items that you wish to keep secure within your studio, which are not flammable nor hazardous, you may bring in a plastic or metal locking container or cabinet, no larger than 6 feet in any dimension, and no more than 48 cubic feet in total (a 6' H x 4' W x 2' D storage cabinet, for example).

One copy of the key, or the combination to the lock must be provided to Vital Spaces' program director. This key or combination will be kept at our offices, and only used by Vital Spaces staff in the event of a fire safety or security inspection.

Structural Safety

As mentioned before in this document and in your License Agreement, you may not modify the structure of your studio by building walls, doors, or shelving without prior approval. You may not add additional structures onto the walls to hang, or attach, lights without approval.

You may use store-bought **metal or plastic** shelves, boxes or cabinets. Shelves and cabinets must be freestanding (they cannot be attached to the walls), level, and loaded appropriately.

Heavy Artwork on Walls

If you plan to hang or build or lean artworks on your studio walls that weigh over 22 pounds, you will need to consult with Vital Spaces regarding the placement of the artwork and wall cleats. You must

Vital Spaces, SW Annex, 1600 St. Michael's Drive, Santa Fe, NM

follow the Vital Spaces suggestions for the placement of these items. If the work looks as if it will become heavier than you initially expected, contact Vital Spaces again to determine what steps need to be taken in order to ensure the structural stability of the studio walls.

Reporting Incidents

In the event of an emergency, take appropriate actions to insure your safety and the safety of others in the building. If there is a fire and you are evacuating the building, remember to call 9-1-1.

As soon as you and others are out of harms' way, notify Vital Spaces of the emergency.

Warnings, Fines and Terminations

If you, or one of your guests, break one of the rules or terms of your agreement listed in the License Agreement or within this Artist's Handbook, you will be issued a warning, unless the broken rule is one of the 4 that may result in the immediate termination of your Studio Residency.

The 4 that may result in the immediate termination of your residency are:

- Smoking in building. This includes from, or out of, a window or door.
- Borrowing, moving or otherwise using any property belonging to other tenants or Vital Spaces without express permission from the owner of the property.
- Entering another artist's studio without permission of that artist.
- If your studio is not being used solely as studio work space.

If the condition that you are warned about continues beyond the date and time that we provide you to remedy the situation, we will issue a second warning.

If another regulation or term of your License Agreement is broken, this will also constitute a second warning.

A third infringement of the rules, procedures, terms of agreement, etc. will result in the termination of the License Agreement, and you will be required to vacate the studios within 1 to 7 days, depending upon the circumstances.

NOTE: We are not looking to terminate artists' License Agreements, but we have this system in place to help protect the interests of all the artists in the studio building, as well as to protect Vital Spaces' use of the building. (For example: if a property owner were to find an artist smoking, or doing something else that they have told us not to allow in their building, they might terminate Vital Spaces' use of the building and everyone would lose their studios).

Artistic Freedom/Safety

Vital Spaces does not, and will not, make decisions on the content of the work that you do in the studios program. However, we may ask you to stop making certain work based upon the safety of the materials you are using, the process you are using to create the work, or the condition of your studio while creating the work.

We can talk with you about your new projects to make sure your studio space, and those around you can safely accommodate your new work while being respectful of the artists around you.

We will work with you to resolve any issues that may arise, but we are unable to make allowances in our rules and studio procedures that may infringe upon the safety or working conditions of other artists, or the current and future safety of the studio property. If a resolution that is agreeable to all sides cannot be reached, you may not be able to do that particular work in the studio.

The Studio Community – Within and Beyond these Walls

Vital Spaces' studio program has a rich blend of artists, stemming from a myriad of disciplines. We encourage you to visit with your fellow artists. Some artists may prefer to keep their working process to themselves. Some may be interested in your feedback, others may not. We encourage you to set aside some studio time to explore what the others have to offer.

Please respect the boundaries, physical and otherwise, set by those working around you. **Do not enter** any studio unless you have the express permission from that artist to do so.

Please be respectful of neighbors when listening to audio materials and no activity, including the playing of any musical instruments, radio, television or other sound reproduction system, which disturbs other tenants is allowed.

The building will have public open studios and private events (artist potlucks, life drawing sessions, critique sessions, etc.) from time to time, and we encourage you to take part in these events. Information on these events is available on our website, or through emails that we send out to our artists. If you would like to organize a private event at the studios, contact Vital Spaces' Program Director.

Studio Tours

From time to time, we may conduct tours of the studios for potential donors, curators, public figures, and others. These tours will always be guided by a member of Vital Spaces's staff, and when possible, we will notify all Studio Artists via email of the date and time of the tour. It is vitally important that you keep your studio and the common areas tidy and safe so that we're able to present the Studio Program and its artists in the best possible light.

If someone from one of these tours is interested in a particular artist's work, we will make introductions as appropriate.

Other Opportunities at Vital Spaces

If you have ideas for programs, or know of opportunities that you think would be good for Vital Spaces, please contact our Program Director. This is one of the ways that we can continue to grow and adapt to better suit the needs and wants of our artists, our donors, our community.

Appendix A – STUDIO SAFETY

The manner in which you store art materials, handle them, and clean up afterwards will significantly influence the risk of accident or exposure. This is particularly true in studios handling paint or any toxic material.

Follow these general principals of safety storage:

- (1) Only store compatible materials together identify incompatible materials on a Material Safety Data Sheet (MSDS);
- (2) Store chemical containers in cabinets, never on the floor or on shelves above shoulder height
- (3) Make sure all containers are labeled and in good condition (keep materials in their original containers or containers made of the same material).



City of Santa Fe
Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be	e completed by depart	ment			
1. Munis	Contract #				
Contr	actor: Vital Spaces				
Descr	ription: New Lease A	greement			
Contract O	Agreement O	Lease / Rent	Amendment	(a)	
Term Start Da	te: Date of final signate	ure Term End	Date: TBD		
	Approved by Counci	I		Date: TBD	
Contract / L	_ease: Lease Agree	ement			
Amendment #	<u> </u>		to the Origina	l Contract / Lease #	
Increase/(Dec	crease) Amount \$				
Extend Termir	nation Date to:				
	Approved by Counci	l		Date:	
Amendmen	t is for:				
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of Sa Amer Gars	e, Item #20-0058: F inta Fe University o ndment #1 Item #21 on Theater and/or a nded lease term to c	f Art & Design). Ro I-0635: Added pre a portion of the Dri	ent: \$2,500.00/mo mises - outdoor o scoll Fitness Cen	onth. Termination: copen spaces, a port ter. Amendment #2	lanuary 30, 2021 ion of Greer Item 23-0024
3. Procu	rement History:				
	Durch seiner Officer F	Navianii		TBD	
	Purchasing Officer R	ons: N/A excluded from	procurement	Date:	
4. Fund				Org / Object: _5256	175/460150
An	0 1			TBD	
	Budget Officer Appro			Date: TBD	
	Comment & Exception	ons:			
Staff	Contact who complet			Phone # <u>(50</u>)5) 955-6914
		Email: Irlogsto	on@santafenm.gov		
Clerk #	rded by City Clerk:				
	sentative (attesting that	all information is revie	ewed)	Title	Date



City of Santa Fe

Treasury Department 200 Lincoln Ave.

Santa Fe, New Mexico 87504-0909

505-955-6551

Business Name: VITAL SPACES INC DBA: VITAL SPACES INC

MERNINA LE C

Business Location: 310 JOHNSON ST SANTA FE, NM 87505

Dwner: VITAL SPACES INC

Issued Date: October 18, 2023

License Number: 157767

Expiration Date: October 18, 2024

CRS Number: 03-433856-00-0

Classification: Business Registration - Standard License Type: Business License - Renewable

Fees Paid: \$35.00

846

SANTA FE, NM 87505 VITAL SPACES INC 1200 HICKOX ST

APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/12/2024

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 liquid found and properties.

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Plar	0			TX 75024	INSURER A: Tokio Marine Holdings, Inc.					58633
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	Vital Spaces, Inc.				INSURE	RC:				
	PO Box 2893				INSURE	RD:				
					INSURER E :					
	Santa Fe			NM 87504-2893	INSURE	RF:				
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	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$	2,000	0,000
	PRO- JECT LOC							PRODUCTS - COMP/OP AGG \$	2,000	0,000
	OTHER:							\$		
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	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE			<u>.</u>				E.L. EACH ACCIDENT \$	1,000	0,000
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The City of Santa Fe 200 Lincoln Ave				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					
	Santa Fe			NM 87504			South			

24-0482 Vital Spaces, Inc.

Final Audit Report 2024-08-02

Created: 2024-08-01

By: XAVIER VIGIL (xivigil@santafenm.gov)

Status: Signed

Transaction ID: CBJCHBCAABAAUdHMczLX6f5xz0aJCl8I-fYUbvTKSNqb

"24-0482 Vital Spaces, Inc." History

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Agreement completed. 2024-08-02 - 9:21:12 PM GMT

