



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909

www.santafenm.gov

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Jamie Cassutt, District 4

Amanda Chavez, District 4

Date: February 24, 2025

To: Mark Scott, City Manager

Via: Julie Sanchez, Director, Youth and Family Services

From: Kristin Woods, Program Manager, Youth & Family Services

Subject: Amendment #1 to Lease Agreement Between The City of Santa Fe and Christ Evangelical Lutheran Church

Vendor Name: Christ Evangelical Lutheran Church

Vendor Number: 10283

ITEM AND ISSUE:

Youth and Family Services Department respectfully requests your review and approval of Amendment #1 to Lease Agreement Between the City of Santa Fe and Christ Evangelical Lutheran Church to add a Hygiene Unit to its City installed Shelter Units; Kristin Woods, krwoods@santafenm.gov, (505) 955-6913.

BACKGROUND AND SUMMARY:

The original Lease Agreement Between the City of Santa Fe and Christ Evangelical Lutheran Church, Item #24-0116 was executed on March 4, 2024 and allows for the use of up to 100 Shelter Units, installed by the City of Santa Fe for an Initial Term of 1 year, with 2 Option Terms of 1 year each. Because 100% of Lessee's services are for the care and maintenance of sick and indigent persons, no rent is due.

This Amendment #1 will add 1 hygiene unit to enhance the stay of the sick and indigent persons inhabiting the Shelter Units.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Munis Org Name/Number: None, no rent being paid

Munis Object Name/Number: None, no rent being paid

Budget Officer / Designee: Andy Hopkins **Date:** 02/26/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-98, Exempt

Leases and real property are not subject to Procurement.

Chief Procurement Officer (CPO) / Designee: N/A Date: _____

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

Certificate of Liability Insurance (COI)

Amendment #1

Original contract packet



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/10/2025

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 Church Mutual Insurance Company, S.I. 3000 Schuster Lane P.O. Box 357 Merrill WI 54452	CONTACT NAME: Church Mutual Insurance Company, S.I. PHONE (A/C, No, Ext): 1-800-554-2642 FAX (A/C, No): 855-264-2329 E-MAIL ADDRESS: customerservice@churchmutual.com
INSURED CHRIST EVANGELICAL LUTHERAN CHURCH OF SANTA FE 1701 ARROYO CHAMISO SANTA FE NM 87505-4775	INSURER(S) AFFORDING COVERAGE INSURER A: Church Mutual Insurance Company, S.I. NAIC # 18767 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:****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:	Y	N	0323390 25-803467	12/01/2024	12/01/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 15,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder is an additional insured as required by written contract or agreement per the General Liability Enhancement endorsement attached to the policy.
Policy period- Safe Outdoor Space Program for the homeless.

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe 200 Lincoln Avenue 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
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**AMENDMENT #1 TO LEASE AGREEMENT BETWEEN
THE CITY OF SANTA FE AND CHRIST EVANGELICAL LUTHERAN CHURCH
Item # 24-0116**

This Amendment No. 1 (the "Amendment") to the City of Santa Fe "Lease Agreement Between The City of Santa Fe And Christ Evangelical Lutheran Church" dated March 4, 2024 (" 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 CHRIST EVANGELICAL LUTHERAN CHURCH, a New Mexico non-profit charitable organization ("Lessee"), collectively the "Parties."

WHEREAS, on January 3, 2023 the City issued Invitation to Bid # 23/43/B entitled Emergency Shelter Units ("ITB"); and

WHEREAS, as a result of the ITB, the City has the ability to acquire 100 Shelter Units for use as temporary housing for the homeless, sick and indigent persons; and

WHEREAS, on March 4, 2024 the Parties entered into the Lease (Item #24-0116) to lease up to 100 Shelter Units to Lessee for the purpose of temporarily housing homeless, sick and indigent persons; and

WHEREAS, the City desires to add one Hygiene Unit to the Lease Agreement to enhance the stay of the sick and indigent persons inhabiting the Shelter Units.

WHEREAS,

AMENDMENT:

Pursuant to Section 23 of the Lease Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and Christ Evangelical Lutheran Church agree that the Lease Agreement is amended as follows:

1. Section 1a (SHELTER UNITS) of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

The City allows Lessee to hire, use, and operate, subject to the terms and conditions of this Lease Agreement, up to 100 City installed Shelter Units specified in Exhibits "A" and one City installed Hygiene Unit specified in Exhibit "B," both attached hereto, including the standard and extra equipment (collectively "Shelter Units"). When used in this Agreement, the term "Shelter Units" shall mean all emergency Shelter and Hygiene Units leased hereunder with all such equipment.

2. Exhibit B, as attached to this document, is added to the Lease Agreement.

3. Section 5 (REPAIRS & MAINTENANCE) is hereby amended to add subsection f below:


f. During the term of this Lease Agreement and any extension or renewal thereof the City, at its sole expense, shall keep, maintain and repair the Hygiene Unit sewer line previously installed by the City.


Except as specifically provided in this Amendment #1, the Agreement shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 as of the dates set out below,

LESSOR: CITY OF SANTA FE

LESSEE: **CHRIST EVANGELICAL
LUTHERAN CHURCH**



Mark Scott (Mar 20, 2025 09:26 MDT)
MARK SCOTT, CITY MANAGER



Rickey Faehl (Jan 15, 2025 17:04 MST)
Allyson Faehl, Council President

DATE: _____

DATE: Jan 15, 2025


ATTEST:




ANDREA SALAZAR (Mar 20, 2025 09:48 MDT)
ANDRÉA SALAZAR, CITY CLERK *x/v*

Valarie Budayar, Council Treasurer
DATE: Jan 19, 2025

APPROVED AS TO FORM:


Patricia Feghali (Jan 21, 2025 08:58 MST)
PATRICIA FEGHALI, ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:



EMILY K. OSTER, FINANCE DIRECTOR
OBJ/ORG: None/No Rent in lieu of services

EXHIBIT "A"

Created Date 1/17/2023

Quote Number 00001114

Company Address 1930 Merrill Creek Pkwy, Suite A
Everett, WA 98203
USA

Expiration Date 1/31/2023

Contact Name JoAnn Lovato

Bill To Name City of Santa Fe, NM

Ship To Name Office of Emergency Management Attn: Kyle Morgan

Ship To 1600 Saint Michaels Drive
Santa Fe, NM 87505
United States

Product	Sales Price	Quantity	Total Price
Shelter 64 SQF 1.5" Insulated	\$9,995.00	100.00	\$999,500.00
Electrical Hookup Kit including electrical disconnect w/ integrated heater	\$1,799.00	100.00	\$179,900.00
Air Conditioner and Install Kit - Shelter 64	\$399.00	100.00	\$39,900.00
Folding Bunk Bed	\$349.00	100.00	\$34,900.00
Custom Fit Mattress Pad	\$299.00	100.00	\$29,900.00
Assembly Services - Prevailing Wage	\$1,025.00	100.00	\$102,500.00

Subtotal \$1,386,600.00

Shipping and Handling \$79,500.00

Grand Total \$1,466,100.00

Notes

A 5,000 lbs. forklift with 8 foot forks will be needed onsite for delivery at the responsibility and cost of the customer. Pallet is not responsible for site grading, leveling of shelters, staking to the ground, or electrical connections to the shelters.

Prices are in USD

EXHIBIT B

Hygiene Units

Standard Product Specifications



Dimensions

DESCRIPTION	STANDARD SPECIFICATIONS	
2-Stall Hygiene		
Extrior Dimensions, Eve-to-Eve	13'11⅝" W x 8'5½" D	425.7 cm W x 257.8 cm D
Exterior Dimensions, Wall-to-Wall	13'9⅞" W x 7'9¾" D	421.3 cm W x 238.1 cm D
Interior Dimensions, Wall-to-Wall, Stalls	6'8⅝" W x 7'⅝" D	204.7 cm W x 214.9 cm D
Overall Height	10' 2" H	309.9 cm H
Min/Max Ceiling Height	7'6" to 8'10" H	228.6 cm to 269.2 cm H
Interior Square Footage	100 sq. ft.	9.3 m2
Accessible + Half Bath		
Extrior Dimensions, Eve-to-Eve	13'11⅝" W x 8'5½" D	425.7 cm W x 257.8 cm D
Exterior Dimensions, Wall-to-Wall	13'9⅞" W x 7'9¾" D	421.3 cm W x 238.1 cm D
Interior Dimensions, Wall-to-Wall, Accessible Stall	10' W x 7'⅝" D	304.8 cm W x 214.9 cm D
Interior Dimensions, Wall-to-Wall, Half Bath Stall	3'4½" W x 7'⅝" D	102.8 cm W x 214.9 cm D
Overall Height	10' 2" H	309.9 cm H
Min/Max Ceiling Height	7'6" to 8'10" H	228.6 cm to 269.2 cm H
Interior Square Footage	100 sq. ft.	9.3 m2
Laundry		
Extrior Dimensions, Eve-to-Eve	13'11⅝" W x 8'5½" D	425.7 cm W x 257.8 cm D
Exterior Dimensions, Wall-to-Wall	13'9⅞" W x 7'9¾" D	421.3 cm W x 238.1 cm D
Interior Dimensions, Wall-to-Wall, Stalls	13'6" W x 7'⅝" D	411.4 cm W x 214.9 cm D
Overall Height	10'2" H	309.9 cm H
Min/Max Ceiling Height	7'6" to 8'10" H	228.6 cm to 269.2 cm H
Interior Square Footage	100 sq. ft.	9.3 m2

Means of Egress & Ventilation

DESCRIPTION		STANDARD SPECIFICATIONS	
2-Stall Hygiene			
Panel Door	(2) 36" x 80" Panel Doors	1 @ 91.4 cm x 203.2 cm	
Exhaust Fan with Humidity Sensor	2		
Accessible + Half Bath			
Panel Door	(1) 36" x 80" Panel Doors	1 @ 91.4 cm x 203.2 cm	
	(1) 32" x 80" Panel Doors	1 @ 81.3 cm x 203.2 cm	
Exhaust Fan with Humidity Sensor	2		

Laundry

Panel Door	(1) 36" x 80" Panel Doors	1 @ 91.4 cm x 203.2 cm
Exhaust Fan with Humidity Sensor	1	

Weights & Ratings

DESCRIPTION	STANDARD SPECIFICATIONS	
2-Stall Hygiene		
Weight of Unit (Including Standard Features)	2,234 lb.	1013 kg
Sustained Wind Rating	Up to 110 mph	Up to 177 kmh
Tie Down Requirement per Corner	200 lb.	71 kg
Roof Snowload Rating	35 lb. per sq. ft.	1.7 kPa
Floor Live Load Rating	40 lb. per sq. ft.	1.9 kPa
Fire Rating	ASTEM-E84 Class B Surface Class C Full System	
Accessible + Half Bath		
Weight of Unit (Including Standard Features)	2,116 lb.	960 kg
Sustained Wind Rating	Up to 110 mph	Up to 177 kmh
Tie Down Requirement per Corner	200 lb.	71 kg
Roof Snowload Rating	35 lb. per sq. ft.	1.7 kPa
Floor Live Load Rating	40 lb. per sq. ft.	1.9 kPa
Fire Rating	ASTEM-E84 Class B Surface Class C Full System	
Laundry		
Weight of Unit (Including Standard Features)	1,355 lb.	615 kg
Sustained Wind Rating	Up to 110 mph	Up to 177 kmh
Tie Down Requirement per Corner	200 lb.	71 kg
Roof Snowload Rating	35 lb. per sq. ft.	1.7 kPa
Floor Live Load Rating	40 lb. per sq. ft.	1.9 kPa
Fire Rating	ASTEM-E84 Class B Surface Class C Full System	

Materials and Construction

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION
Floor/Base	Welded aluminum frame with foam core composite SIP panel
Roof & Wall Panel	Foam core composite SIP panel with aluminum sub frame
Windows (Landry Room Only)	Vinyl frame with dual pane Low-E glass

Panel Thickness

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION	
Walls	1¾"	4.4 cm
Roof	1¾"	4.4 cm
Floor	½"	1.3 cm

Infrastructure Requirements

DESCRIPTION	STANDARD SPECIFICATIONS
2-Stall Hygiene	
Electrical Connection	240V 1 PH
Tie Down Requirement per Corner	200 lb. / 71 kg
Water	1/2" NPT
Sewer	(8) PVC Drains
Accessible + Half Bath	
Electrical Connection	240V 1 PH
Tie Down Requirement per Corner	200 lb. / 71 kg
Water	1/2" NPT
Sewer	(7) PVC Drains
Laundry	
Electrical Connection	400amp Split Service at 240V 1 PH
Tie Down Requirement per Corner	200 lb. / 71 kg
Water	1/2" NPT
Sewer	(4) PVC Drains

Standard Features

2-Stall Hygiene

- (2) 36"x 80" panel doors
- (2) 120V outlets
- (2) 4ft LED strip lights
- (2) Photocell controlled exterior LED lights
- (2) Combination heater/AC units (3,850 BTU for heat, 7,500 BTU for cooling)
- (2) Exhaust fans with humidity sensor
- (2) Toilets, (2) showers, (2) sinks
- On demand (tankless) electric water heater

Accessible + Half Bath

- (1) 36"x 80" panel door
- (1) 32"x 80" panel door
- (2) 120V outlets
- (2) 4ft LED strip lights
- (2) Photocell controlled exterior LED lights
- (1) Combination heater/AC unit (3,850 BTU for heat, 7,500 BTU for cooling)
- (2) Exhaust fans with humidity sensor
- (1) Accessible toilet, (1) accessible shower, and (1) accessible sink
- (1) Standard toilet and (1) standard sink
- On demand (tankless) electric water heater

Laundry

- (1) 32"x 80" panel door
- (2) 120V outlets
- (1) 4 ft LED strip light
- (1) Photocell controlled exterior LED lights
- (1) Combination heater/AC unit (3,850 BTU for heat, 7,500 BTU for cooling)
- (1) Exhaust fan with humidity sensor
- Plumbing and electrical hookups for 4 washers & 4 dryers (appliances not included)
- On demand (tankless) electric water heater

**LEASE AGREEMENT BETWEEN
THE CITY OF SANTA FE AND CHRIST EVANGELICAL LUTHERAN CHURCH**

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 ("the City" or "Lessor") and CHRIST EVANGELICAL LUTHERAN CHURCH, a New Mexico non-profit charitable organization ("Lessee"), collectively the "Parties".

WHEREAS, on January 3, 2023 the City issued Invitation to Bid # 23/43/B entitled Emergency Shelter Units ("ITB"); and

WHEREAS, as a result of the ITB, the City has the ability to acquire 100 Shelter Units for use as temporary housing for the homeless, sick and indigent persons; and

WHEREAS, the City desires to lease at least 10 Shelter Units, and up to 100 Shelter Units to Lessee for the purpose of temporarily housing homeless, sick and indigent persons.

WITNESSETH:

In consideration of the Lessee's promises herein, the City hereby gives Lessee a Lease Agreement, revocable and terminable as hereinafter provided, make use of the City's equipment as follows:

1. SHELTER UNITS

- a. The City allows Lessee to hire, use, and operate, subject to the terms and conditions of this Lease Agreement, up to 100 Shelter Units specified in Exhibits "A" attached hereto, including the standard and extra equipment (collectively "Shelter Units"). When used in this Agreement, the term "Shelter Units" shall mean an emergency shelter unit leased hereunder with all such equipment.
- b. Lessee accepts the Shelter Units in their present state and agrees that they are in good condition, without any representation or warranty by the City as to the condition of the Shelter Units. This is an agreement of lease only and may not be construed as a contract for the sale of the Shelter Units. Lessee acknowledges that the City is the owner of all Shelter Units leased hereunder. Lessee further agrees that it does not acquire any legal or equitable interest in leased Shelter Units but shall merely have the possessory right to use and operate the Shelter Units, which possessory right shall be forfeited upon the termination or expiration of this Lease Agreement as hereinafter provided.

2. LEASE TERM

- a. Initial Term. The initial term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement shall consist of an "Initial Term" of one (1) year with two (2) "Option Terms" of one (1) year each.

- b. Option Term. Lessee's exercise of any Option Term is contingent upon compliance with this Lease Agreement and with proper written notice by Lessee to the City at least ninety (90) days prior to the expiration of the Initial Term and shall be at the City's sole discretion. All terms, covenants and conditions of this Lease Agreement shall remain in full force and effect during any extension of the term. The City Manager is authorized to approve Lessee's request to exercise an Option Term.
- c. Hold Over. In the event Lessee remains in possession of the Shelter Units after the expiration of the Term of this Lease Agreement, such possession may, at the sole option of the City, be continued as a month-to-month tenancy.

3. RENT

The City may make provision for the care and maintenance of sick and indigent persons as provided for in the New Mexico Constitution, Article 9, § 14. Because 100% of Lessee's services are for the care and maintenance of sick and indigent persons, no rent is due.

4. USE OF SHELTER UNITS

- a. Lessee shall use the Shelter Units solely for the purpose of temporary housing for the unhoused, sick, and indigent persons.
- b. Improvement of the Shelter Units. Lessee may, with the prior written consent of the City and at no cost to the City, make improvements to the Shelter Units which are required to comply with the City of Santa Fe and other applicable local, state, and federal regulations. Lessee shall, upon the City's request, remove all such improvements made to the Shelter Units at the termination of this Lease Agreement.
- c. Compliance with Laws. Lessee's use of the Shelter Units shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state, and federal regulations.

5. REPAIRS & MAINTENANCE

- a. During the term of this Lease Agreement and any extension or renewal thereof, Lessee shall not cause or permit any waste, damage or injury, to the Shelter Units or to any improvements made to the Shelter Units.
- b. During the term of this Lease Agreement and any extension or renewal thereof Lessee shall, at its sole expense, keep and maintain the Shelter Units in good and clean condition at all times and shall be responsible for the costs of any and all required repairs and replacements 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 Shelter Units, and shall be to the satisfaction of the City.
- d. The City reserves the right to inspect the Shelter Units at any time during the Term of this Lease Agreement to verify Lessee's compliance with this Section 5. In the event Lessee fails to maintain the Shelter Units at a standard acceptable to the City, as determined in City's sole discretion, the City may terminate this Lease Agreement in accordance with Section 12 herein.
- e. Repair and maintenance shall be to the sole satisfaction of the City, and if Lessee fails to fulfill any duty imposed under this Section 5 within a reasonable period of time, the City may, and is not

required to, perform those duties at Lessee's sole cost. Lessee shall promptly cooperate with the City if the City undertakes to perform such duties. No action by the City taken pursuant to this Section 5 shall constitute a waiver of Lessee's obligations. Lessee's obligations under this Section 5 shall survive the expiration or termination of this Lease Agreement.

6. TAXES

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

7. SUBLEASE, ASSIGNMENT OR TRANSFER

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

8. MINIMUM INSURANCE REQUIREMENTS

Prior to the beginning, and throughout the duration of this Lease, or as otherwise provided herein, Lessee shall, at its expense, procure and maintain the following minimum levels of coverage:

- a. Commercial General Liability Insurance which shall be written on an occurrence basis and be at least as broad as the latest version of ISO form CG 00 01 with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Such policy shall include Broad Form Contractual Liability coverage and shall be endorsed to include the City, its, directors, officials, officers, employees, agents, and volunteers as additional insureds on all primary and excess policies for ongoing and completed operations performed by, or behalf of Lessee. Such additional insured coverage shall be as broad as that provided by ISO form CG 20 10 (ongoing operations) and CG 20 37 (completed operations).
- b. Workers' Compensation Insurance with statutory limits, and **Employer's Liability insurance** with limits of not less than \$1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City, its directors, officials, officers, employees, agents, and volunteers.
- c. Lessee shall pay any deductible and any amounts not covered by insurance payments.
- d. Lessee, their employees and/or their agents shall comply with all terms and conditions of insurance policies. All claims, (including bodily injury, property damage, or vehicle damages) are to be reported immediately to both the Lessor and the insurance company.
- e. Acceptability of Insurers. Unless otherwise reviewed and accepted by the City, all required insurance must be placed with insurers with a current A.M. Best rating of not less than A- VII and be admitted to do business in New Mexico, or approved by the Surplus Lines Association.
- f. Verification of Coverage. Prior to the commencement of the Lease, Lessee shall furnish the City with Certificates of Insurance and applicable endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received by the City before this Lease commences. Acceptance of Lessee's Certificates

of Insurance does not relieve Lessee of the insurance requirements, nor decrease the liability of Lessee under this Agreement. It is Lessee's responsibility to ensure its compliance with these insurance requirements. Any actual or alleged failure on the part of the City to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the City, in this or any regard.

- g. Primary and Noncontributory. The insurance required to be maintained by Lessee shall primary and any insurance or self-insurance maintained by the City shall be excess only.
- h. Umbrella or Excess Insurance. Any Umbrella or Excess insurance shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it.
- i. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Lessee. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Lessee hereunder.
- j. Severability of Interest (Cross Liability). A severability of interest provision must apply for the additional insureds, ensuring that Lessee's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limits.
- k. Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is canceled or materially reduced, Lessee shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Lessee. In the alternative, the City may suspend or terminate this Agreement. No policy required to be maintained by Lessee shall be canceled and not replaced with equivalent coverage without thirty (30) days prior written notice to the City, unless cancellation is due to the non-payment of premium, in which case, ten (10) days prior written notice shall be provided.

9. INDEMNIFICATION

Lessee shall indemnify, hold harmless, and defend the City 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 or liabilities occurring at the Shelter Units and arising from Lessee's use, occupancy, or operations of the Shelter Units hereunder, including use of the Shelter Units 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 the City as provided in this Section.

10. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City 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.

11. TERMINATION

- a. Lessee may terminate this Lease with written notice to the City at least sixty (60) days prior to the termination date.
- b. The City may terminate this Lease with written notice to Lessee at least ninety (90) days prior to the termination date.
- c. Upon termination Lessee shall return Shelter Units as provided for in Section 12 (Termination, Return of Shelter Units) below.

12. TERMINATION, RETURN OF SHELTER UNITS

- a. Expiration or Termination. At the conclusion of the program, the city of Santa Fe has committed to facilitating the entire process of site teardown, removal of city-owned items, and comprehensive site cleanup for Christ Evangelical Lutheran Church. This agreement underscores the city's commitment to ensuring a seamless conclusion to the program, acknowledging the responsibility for the efficient and thorough removal of materials and the restoration of the site to its original condition. If upon expiration or termination of this Lease Agreement for any cause or for any reason, the leased Shelter Units is returned in an unsatisfactory condition after inspection by the City, excepting ordinary wear and tear and natural depreciation, Lessee shall pay, as additional rent, the City's cost of cleaning, repairing, or replacing any damage to the Shelter Units occasioned by improper, negligent, abusive or reckless treatment in the care and operation of the Shelter Units.
- b. Shelter Unit(s) Stolen or Disappears. If a Shelter Unit is stolen or disappears, Lessee shall immediately notify the appropriate local authorities and the City. If a Shelter Unit is stolen or disappears, or is destroyed or so damaged that it cannot economically be placed in good working order, the Lease Agreement shall terminate with respect to such Shelter Unit(s), and the resulting expense, shall be borne as elsewhere provided in this agreement. The City shall have the right to verify such damage at its option.

13. LESSEE'S DAMAGES

The City shall not be responsible to Lessee, or its agents, servants, or employees, for loss of business or other damage caused by any interruption of the service herein to be furnished by the City, or by time lost in the repairing or replacing of any Shelter Units, nor for any loss, injury or damage arising out of or relating to the City's failure to deliver Shelter Units pursuant hereto by reason of strikes or other causes beyond control of the City nor for any other losses or damages sustained by Lessee hereunder except as specifically provided in the City's undertakings in this Lease Agreement. The City assumes no liability or responsibility for any acts or omissions of Lessee or of Lessee's agents, servants or employees, or for any property of Lessee, its agents, servants or employees or any other persons, property that is damaged, lost or stolen in or from the Shelter Units.

14. OPERATION OF SHELTER UNITS

Lessee shall notify the City immediately of any and all accidents involving the Shelter Units. Such notice shall be by telephone and in writing and shall include full details of the accident and the names and addresses of all parties and witnesses. Lessee shall keep the City and the insurer fully informed of all claims, suits or proceedings arising out of any accident involving the Shelter Units. Lessee shall forward to insurer and the City a copy of every demand, notice, summons, or other process received in connection with any and all claims, suits or other legal proceedings resulting from an accident involving the Shelter Unit(s) leased under this Lease Agreement.

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 City: City of Santa Fe
 Attn. City Manager
 P.O. Box 909
 Santa Fe, NM 87504

To Lessee: Christ Evangelical Lutheran Church
 Attn. Michael Abernethy
 1701 Arroyo Chamiso Rd
 Santa Fe, NM 87505

With a copy to: City of Santa Fe
 Attn. Asset Development Manager
 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 Shelter Units, if any, are merged herein.

19. BINDING EFFECT

This Lease Agreement shall be binding upon and inure 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 the City shall incur in enforcing this Lease Agreement or in recovering any and all damages caused to the Shelter Units 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. SECURITY DEPOSIT

Lessee shall not be required to submit a security deposit with the City. However, Lessee shall be liable for any damages and/or fees incurred under this lease, and the may be billed accordingly.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of this _____
day of March 4, 2024.

CITY: CITY OF SANTA FE

LESSEE: CHRIST EVANGELICAL
LUTHERAN CHURCH

John Blair
John Blair (Mar 4, 2024 07:27 MST)
JOHN BLAIR, CITY MANAGER

Michael Abernethy
MICHAEL ABERNETHY,
PRESIDENT CLC COUNCIL

DATE: Mar 4, 2024

DATE: 2/14/2024

ATTEST:

Geralyn Cardenas
Geralyn Cardenas (Mar 4, 2024 07:57 MST)
GERALYN CARDENAS, INTERIM CITY CLERK
XIV

APPROVED AS TO FORM:

Patricia Feghali
Patricia Feghali (Feb 15, 2024 17:40 MST)
PATRICIA FEGHALI, ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

Emily K. Oster
EMILY K. OSTER, FINANCE DIRECTOR
Object Org. Code None – No rent being paid

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EXHIBIT "A"



Created Date 1/17/2023
Quote Number 00001114

Company Address 1930 Merrill Creek Pkwy, Suite A
Everett, WA 98203
USA
Bill To Name City of Santa Fe, NM
Ship To 1600 Saint Michaels Drive
Santa Fe, NM 87505
United States

Expiration Date 1/31/2023
Contact Name JoAnn Lovato
Ship To Name Office of Emergency Management Attn: Kyle Morgan

Product	Sales Price	Quantity	Total Price
Shelter 64 SQF 1.5" Insulated	\$9,995.00	100.00	\$999,500.00
Electrical Hookup Kit including electrical disconnect w/ integrated heater	\$1,799.00	100.00	\$179,900.00
Air Conditioner and Install Kit - Shelter 64	\$399.00	100.00	\$39,900.00
Folding Bunk Bed	\$349.00	100.00	\$34,900.00
Custom Fit Mattress Pad	\$299.00	100.00	\$29,900.00
Assembly Services - Prevailing Wage	\$1,025.00	100.00	\$102,500.00

Subtotal \$1,386,600.00
Shipping and Handling \$79,500.00
Grand Total \$1,466,100.00

Notes

A 6,000 lbs. forklift with 8 foot forks will be needed onsite for delivery at the responsibility and cost of the customer. Pallet is not responsible for site grading, leveling of shelters, staking to the ground, or electrical connections to the shelters.

Prices are in USD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/2023

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 Church Mutual Insurance Company, S.I. 3000 Schuster Lane P.O. Box 357 Merrill WI 54452	CONTACT NAME: Church Mutual Insurance Company, S.I. PHONE (A/C, No, Ext): 1-800-554-2642 FAX (A/C, No): 855-264-2329 E-MAIL ADDRESS: customerservice@churchmutual.com																					
INSURED CHRIST EVANGELICAL LUTHERAN CHURCH OF SANTA FE 1701 ARROYO CHAMISO SANTA FE NM 87505-4775	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Church Mutual Insurance Company, S.I.</td><td>18767</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Church Mutual Insurance Company, S.I.	18767	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:****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:	N	N	0323390 25-630247	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Policy Period- Safe Outdoor Space Program for the Homeless

CERTIFICATE HOLDER**CANCELLATION**

City of Sante Fe	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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/2023

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PRODUCER Church Mutual Insurance Company, S.I. 3000 Schuster Lane P.O. Box 357 Merrill WI 54452		CONTACT NAME: Church Mutual Insurance Company, S.I. PHONE (A/C, No, Ext): 1-800-554-2642 FAX (A/C, No): 855-264-2329 E-MAIL ADDRESS: customerservice@churchmutual.com	
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		NAIC # 18767	

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

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	GENERAL AGGREGATE \$ 3,000,000						
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

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City of Sante Fe

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

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Signature: KRISTEN WOODS

Email: krwoods@santafenm.gov

Signature:


JULIE SANCHEZ (CO 24, 2025 16:21 MST)

Email: jjsanchez@santafenm.gov

Signature: XAVIER VIGIL
XAVIER VIGIL (Mar 18, 2025 09:53 MDT)

Email: xivigil@santafenm.gov

25-0075 Christ Evangelical Lutheran Church

Final Audit Report

2025-03-20

Created:	2025-03-18
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGkq-51hiemJ1tVGUgvoQnumt7jP5DStm

"25-0075 Christ Evangelical Lutheran Church" History

 Document created by XAVIER VIGIL (xivigil@santafenm.gov)

2025-03-18 - 3:51:18 PM GMT- IP address: 63.232.20.2

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Signature Date: 2025-03-18 - 3:53:36 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-03-18 - 3:53:39 PM GMT

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2025-03-19 - 7:52:19 PM GMT- IP address: 104.47.65.254

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Signature Date: 2025-03-19 - 11:36:09 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-03-20 - 3:26:12 PM GMT- IP address: 104.47.64.254

 Document e-signed by Mark Scott (mscott@santafenm.gov)

Signature Date: 2025-03-20 - 3:26:52 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to ANDREA SALAZAR (asalazar@santafenm.gov) for signature

2025-03-20 - 3:26:55 PM GMT

 Email viewed by ANDREA SALAZAR (asalazar@santafenm.gov)

2025-03-20 - 3:47:59 PM GMT- IP address: 104.47.64.254

 Document e-signed by ANDREA SALAZAR (asalazar@santafenm.gov)

Signature Date: 2025-03-20 - 3:48:20 PM GMT - Time Source: server- IP address: 63.232.20.2

✔ Agreement completed.

2025-03-20 - 3:48:20 PM GMT