



The Purchasing Memo

Date: March 6, 2025

To: Mark Scott, City Manager

From: Tim Farrell, Property Development Manager

TF
TF

Via: Sam Burnett, Facilities Division Director

SB

Subject: License Agreement for Temporary Use of Storage Units at 1600 St. Michael's Drive

Vendor Name: Wise Fool New Mexico, Inc.

Munis Vendor Number: 2361

ITEM AND ISSUE:

Facilities Division respectfully requests your review and approval of a License Agreement in the total amount of \$1,800.00 (\$300.00 per month) for temporary use of storage units at 16 St. Michael's Drive for a term of 6 months with Wise Fool New Mexico, Inc.

BACKGROUND AND SUMMARY:

Wise Fool New Mexico is a Circus gym and school where youth and adults learn the art of theater, puppetry and circus. Wise Fool's lease expired on January 31, 2025 and they needed space to temporarily store their equipment. City of Santa Fe has 2 Conex boxes at 16 St. Michael's Drive and is willing to lease them to Wise Fool for the temporary storage of their property.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Midtown/525

Munis Org Name/Number: MTC Operations/5256175

Munis Object Name/Number: Misc. Revenues/471400

Budget Officer / Designee: Andy Hopkins **Date:** 03/06/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

Real Property is exempt from Procurement

Chief Procurement Officer (CPO) / Designee: N/A - Exempt 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:

License Agreement for Wise Fool New Mexico

Real Property Determination

**LICENSE AGREEMENT
FOR TEMPORARY USE OF STORAGE UNITS AT 1600 ST. MICHAEL'S DRIVE**

This LICENSE AGREEMENT (License) is made and entered into as of the date of the last signature, by and between the **CITY OF SANTA FE, a municipal corporation** ("City" or "Licensor"), and **Wise Fool New Mexico, Inc., a New Mexico nonprofit corporation** ("Licensee"), (collectively, the Parties and each individually a Party).

WITNESSETH:

In consideration of Licensee's promises herein, the City hereby grants the Licensee a License, to enter on, use and occupy the Premises and property (as herein defined) of the City as provided herein.

1. PREMISES.

The City grants Licensee use of two 40' Conex storage units located at the City-owned real property at 1600 St. Michael's Drive (the Premises), as shown on Exhibit A attached to this License. The Premises are provided to Licensee in its current broom clean, "as is" condition, and Licensee acknowledges they have inspected and understand and accept the condition of the Premises.

2. TERM.

This License Term shall commence on February 1, 2025 (Effective Date), and shall continue through July 31, 2025, (the Term).

3. LICENSE FEE.

Prior to 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, Licensee shall pay the City a monthly "License Fee" of \$300.00. Licensee shall make payments to; City of Santa Fe, Treasury Division, 200 Lincoln Ave., Room 114, Santa Fe, NM, 87504.

4. CONDITIONS OF USE.

Licensee's use of the Premises shall at all times be in compliance with the provisions of this License including the following conditions of use:

A. Permitted Use. Use of the Premises is restricted to the storage of property and equipment directly associated with Licensee's circus-like performances, including and not limited to: rigging equipment, costumes, stilts, chairs and other related equipment.

B. Utilities. N/A.

C. Solid Waste. Licensee shall, at all times during its use of the Premises, keep the Premises free of trash and debris emanating from its operations. Licensee shall remove and

dispose, at Licensee sole cost and expense, all solid waste generated from Licensee's operations at the Premises.

D. Signage. N/A

E. Security. Licensee shall keep the Premises secured against unauthorized entry during the License Term.

F. Code Compliance. Licensee's use of the Premises shall at all times be in compliance with all applicable Codes, Regulations, and Rules be they City, County, State, or Federal. This includes but is not limited to the City's Municipal Code.

G. Modification of City Property. The Licensee shall not make any modification to the Premises without providing the City a formal request that includes proper documentation of any requested modification prior to the alteration.

H. Repairs and Maintenance. Licensee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises. Licensee 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 that arise during the Term of this License that are a result of Licensee's use of the Premises. Repairs and replacements required to be made by the Licensee 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.

5. END OF TERM – Licensee shall vacate the Premises on or before July 31, 2025, and deliver the Premises vacant and in broom clean condition. Licensor and Licensee will mutually inspect the Premises on, or immediately after, July 31, 2025, and any damage or repairs required, which were caused by Licensees occupancy, will be documented and Licensee will undertake the required repair in a timely and professional manner.

6. NO INTEREST CREATED.

Licensee acknowledges that no interest or estate of any kind whatsoever in the Premises is conveyed by this License or by occupancy or use of the Premises pursuant to the License. This License shall not be assigned by Licensee.

7. INSURANCE.

A. Comprehensive General Liability. Licensee, at its own cost and expense shall carry and maintain in full force and effect during the term of this License, comprehensive general liability insurance covering bodily injury, personal and advertising injury, and property damage liability, in a form and with an insurance company acceptable to the City with limits of not less than of \$1,000,000.00 per occurrence and \$1,000,000 in the aggregate against claims for which the City could be held liable under the New Mexico Tort Claims Act. Such insurance shall include broad form contractual liability coverage and be endorsed to provide that the City, Santa Fe Conservation Trust, Santa Fe Railyard Community Corporation, its directors, officials, officers, employees and agents are named as an additional insured for Licensee's operations hereunder. Licensee shall furnish the City with a "Certificate of Insurance" and applicable endorsements prior to Licensees possession of the Premises.

B. Provisions Applicable to All Insurance Requirements.

- (a). **Acceptability of Insurers.** Unless otherwise reviewed and accepted by the City, all required insurance shall be placed with insurers with a current A.M. Best rating of not less than A- VII and be admitted to do business in the State of New Mexico, or approved by the Surplus Lines Association.
- (b) **Verification of Coverage.** Licensee shall furnish the City with certificates of insurance and 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 shall be received and approved by the City before Licensee performance under this agreement. Acceptance of Licensee's Certificates of Insurance does not relieve Licensee of the insurance requirements, nor decrease the liability of Licensee under this Agreement. It is Licensee'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 the City, in this or any regard.
- (c). **Primary and Noncontributory.** The insurance required to be maintained by Licensee shall be primary and any insurance or self-insurance maintained by the City shall not be required to contribute with it.
- (d) **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 as a Named Insured. Such Umbrella or Excess policy(ies) shall be endorsed to include the City, its directors, officials, officers, employees, and agents as additional insureds.
- (e). **Waiver of Subrogation.** Licensee shall obtain waiver of subrogation endorsements stating that Licensee and its insurers waive any and all rights of recovery against the City, its directors, officials, officers, employees, and agents.

8. INDEMNIFICATION.

Licensee shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand arising out Licensee's use of the Premises, and/or the City's issuance of this License.


9. NEW MEXICO TORT CLAIMS ACT.

Any liability incurred by the City of Santa Fe in connection with this License 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of this _____ day of _____, 2025.


CITY OF SANTA FE

LICENSEE: WISE FOOL NEW MEXICO


Mark Scott (Mar 18, 2025 17:16 MDT)

MARK SCOTT,
CITY MANAGER

DATE: Mar 18, 2025


Alishiya Kapoor (Jan 15, 2025 15:02 MST)

ALISHIYA KAPOOR,
EXECUTIVE DIRECTOR

DATE: Jan 15, 2025

ATTEST:


ANDREA SALAZAR (Mar 18, 2025 12:24 MDT)


ANDREA SALAZAR, CITY CLERK *XIV*

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:


Patricia Feghali (Jan 15, 2025 15:03 MST)

PATRICIA FEGHALI, ASSISTANT CITY ATTORNEY

APPROVED:



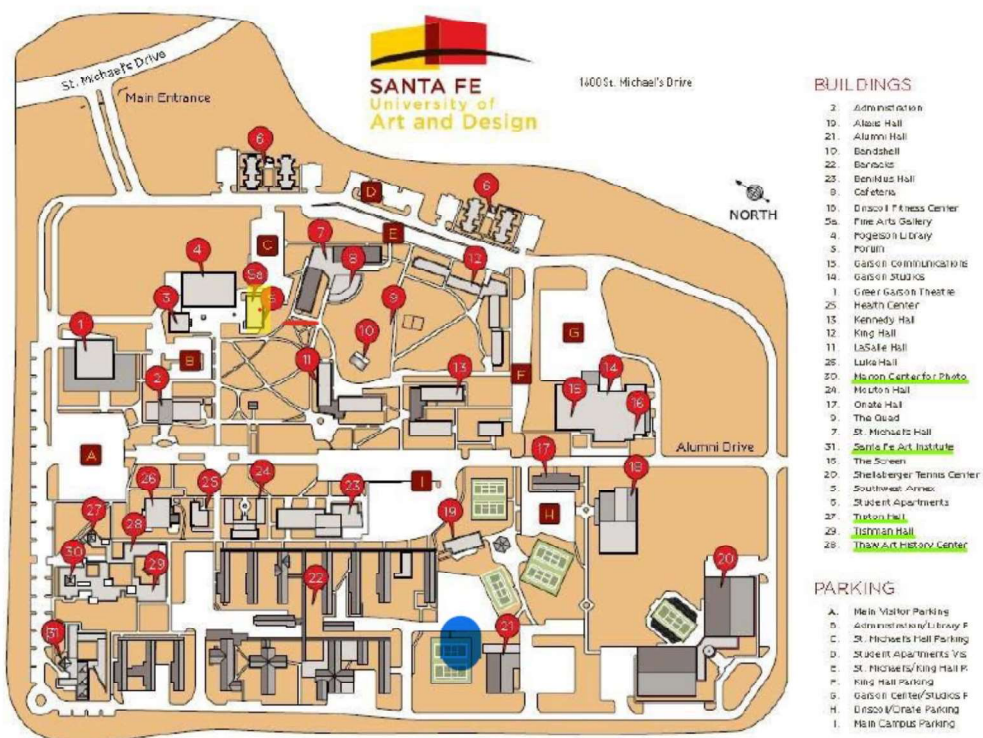
EMILY K OSTER, FINANCE DIRECTOR

5256175/471400

EXHIBIT A

Midtown Santa Fe

1600 St. Michaels Drive
Santa Fe, NM



Conex location marked above in blue

NGUYEN, NINA A.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Friday, September 29, 2023 9:31 AM
To: NGUYEN, NINA A.
Subject: RE: Signature requested on "Las Estrellas Procurement Determination Request Packet 09.26.23"

Hi Nina, I don't need to see items associated with Real Property.

Thank you.

Regards,

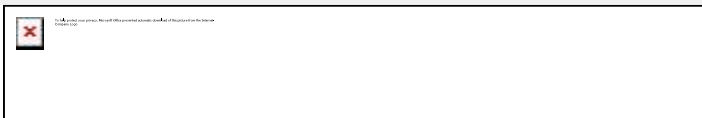
Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

<https://santafenm.gov/finance-2/purchasing-1>



From: Adobe Acrobat Sign on behalf of Nina Nguyen
Sent: Wednesday, September 27, 2023 7:48 AM
To: DUTTON-LEYDA, TRAVIS K.
Subject: Signature requested on "Las Estrellas Procurement Determination Request Packet 09.26.23"

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Signature: *Timothy Farrell*

Email: tgfarrell@santafenm.gov

Signature: 
JOHN BURNETT (Mar 6, 2025 17:06 MST)

Email: jsburnett@santafenm.gov












25-0086 Wise Fool New Mexico

Final Audit Report

2025-03-22

Created:	2025-03-11
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWTSx6b3nYDFoP_gjMIPvBSxq6s2SSGAC

"25-0086 Wise Fool New Mexico" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2025-03-11 - 10:12:07 PM GMT- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-03-11 - 10:13:38 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-03-18 - 10:57:20 PM GMT- IP address: 104.47.65.254
-  Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-03-18 - 11:03:52 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Mark Scott (mscott@santafenm.gov) for signature
2025-03-18 - 11:03:54 PM GMT
-  Email viewed by Mark Scott (mscott@santafenm.gov)
2025-03-18 - 11:16:13 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Mark Scott (mscott@santafenm.gov)
Signature Date: 2025-03-18 - 11:16:35 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to ANDREA SALAZAR (asalazar@santafenm.gov) for signature
2025-03-18 - 11:16:36 PM GMT
-  Email viewed by ANDREA SALAZAR (asalazar@santafenm.gov)
2025-03-18 - 11:17:08 PM GMT- IP address: 76.26.101.206
-  Email viewed by ANDREA SALAZAR (asalazar@santafenm.gov)
2025-03-21 - 2:14:49 PM GMT- IP address: 174.240.20.149
-  Document e-signed by ANDREA SALAZAR (asalazar@santafenm.gov)
Signature Date: 2025-03-22 - 6:24:16 PM GMT - Time Source: server- IP address: 76.26.101.206

✔ Agreement completed.

2025-03-22 - 6:24:16 PM GMT