



# City of Santa Fe, New Mexico

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

[www.santafenm.gov](http://www.santafenm.gov)

*Alan Webber, Mayor*

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1

Alma G. Castro, District 1

Michael J. Garcia, District 2

Carol Romero-Wirth, District 2

Lee Garcia, District 3

Pilar F.H. Faulkner, District 3

Jamie Cassutt, District 4

Amanda Chavez, District 4

**Date:** May 29, 2025

**To:** Mark A. Scott, City Manager

**Via:** Johanna Nelson, Director, Office of Economic Development

*JN*

**From:** Nina Nguyen, Asset Development Associate, Office of Economic Development

*NAN*

**Subject:** License Agreement for Temporary Use of Portion 6600 Valentine Way

**Vendor Name:** Earth Care

**Vendor Number:** 8182

## ITEM AND ISSUE:

Asset Development respectfully requests your review and approval of a license agreement between City of Santa Fe ("City") and Earth Care ("Licensee") for Licensee to temporarily occupy and use a portion of 6600 Valentine Way. Licensee's improvements to the Premises shall offset monetary rent and shall terminate upon the earlier of either 1) 6 months after the Effective Date, or 2) upon execution of a lease encompassing the Premises. (Nina Nguyen, [nanguyen@santafenm.gov](mailto:nanguyen@santafenm.gov), (505) 819-1870)

## BACKGROUND AND SUMMARY:

Licensee has scheduled an event to plant trees and shrubs on a portion of undeveloped City land located at 6600 Valentine Way. This land is adjacent to a building owned by the YMCA of Central New Mexico ("YMCA") and is currently occupied by the Licensee. The land that is the subject of this License will become a part of the premises in the lease being developed between the YMCA and the City and will continue to be occupied by the Licensee. Please feel free to contact Johanna Nelson (mobile 505-699-7003), Office of Economic Development Director, or Terry Lease (mobile 505-629-2206), Asset Development Manager.

## PRIOR APPROVALS AND SUPPORTING INFORMATION:

### FUNDING SOURCE:

\$\$\$\$\$ SOURCE/REVENUE: ☐Expense ☐Revenue

**Munis Org Name/Number:** None, services in lieu of rent

**Munis Object Name/Number:** None, services in lieu of rent

**Budget Officer / Designee:** *Andy Hopkins* **Date:** *05/29/2025*

**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:**

Lease/License Agreement

Insurance Certificate

Real Property Determination

**LICENSE AGREEMENT  
FOR TEMPORARY USE OF PORTION 6600 VALENTINE WAY**

This LICENSE AGREEMENT (“License”) is made and entered into as of the date of the last signature below (“Effective Date”), by and between the **CITY OF SANTA FE, a charter municipality organized under the laws of New Mexico** (“City”), and **EARTH CARE, a New Mexico not-for-profit corporation** (“Licensee”), (collectively, the “Parties” and each individually a “Party”).

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

**1. PREMISES.**

The City grants Licensee use of approximately 16,000 square feet of undeveloped City-owned real property located at 6600 Valentine Way, Santa Fe NM (the “Premises”) as shown on the attached Exhibit A. The 16,000 square foot Premises does not include the approximately 5,040 square foot building. The Premises is provided to Licensee in its current “as is” condition, and Licensee acknowledges it has inspected and understands and accepts the condition of the Premises.

**2. TERM.**

This License Term shall commence on the date of the last signature below and shall terminate upon the earlier of either: 1) 6 months after the Effective Date, or 2) upon execution of a lease encompassing the Premises (the “Term”).

**3. LICENSE FEE.**

Licensee’s improvements to the Premises as provided for in Section 4.A. (Conditions of Use, Permitted Use) below shall offset monetary rent.

**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 planting and maintenance of trees and other plants as shown on the attached Exhibit B. No other use of the Premises is allowed without the prior written consent of the City.

B. Utilities. City shall not provide utilities. Licensee, at Licensee’s sole cost, shall provide all utilities, including and not limited to: water, electric and refuse disposal.

C. Solid Waste. Licensee shall at all times during its use of the Premises, keep the Premises free of trash and debris resulting 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. Directional and wayfinding signage directly associated with the Licensee’s business may be used in conjunction with this facility. No other signage is allowed on the Premises.

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, except for what is stated in 4.A above.

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 or 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. 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.

## **6. INSURANCE.**

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

- a. Property Insurance. 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. 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 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. 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.

- d. Certificates of Insurance. 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.

## **7. 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 of Licensee's use of the Premises, and/or the City's issuance of this License.

## **8. 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 the date of the last signature below.

CITY OF SANTA FE

LICENSEE:  
EARTH CARE

  
Mark Scott (May 30, 2025 08:51 MDT)  
MARK SCOTT, CITY MANAGER

  
MIGUEL ACOSTA, MANAGER

DATE: 05/30/2025

DATE: \_\_\_\_\_

ATTEST:

  
ANDREA SALAZAR (May 30, 2025 08:56 MDT)  
ANDREA SALAZAR, CITY CLERK 

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

  
Patricia Feghali (May 22, 2025 08:51 MDT)  
ASSISTANT CITY ATTORNEY

APPROVED:

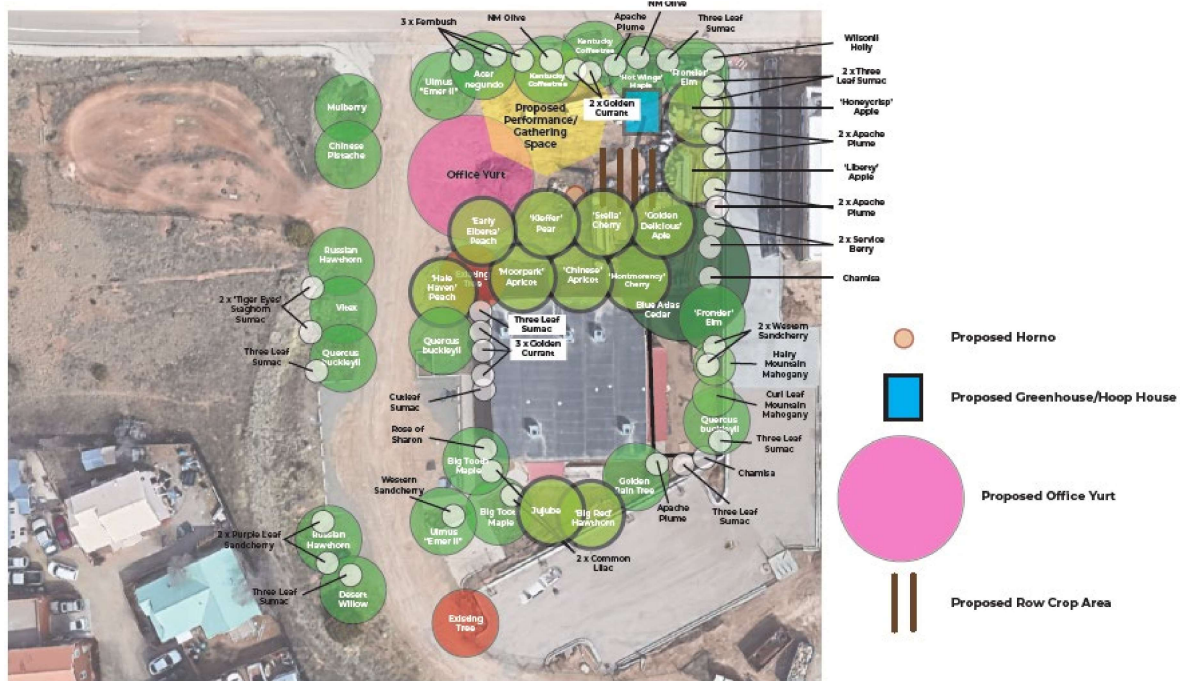
  
EMILY K OSTER, FINANCE DIRECTOR

## EXHIBIT A





## EXHIBIT B



### Proposed Tree Plantings

March 2025

### Earthcare Milpa Campus, Santa Fe, NM







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/20/2025

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).

<b>PRODUCER</b> Daniels Insurance, Inc.-Santa Fe 805 St. Michaels Drive  Santa Fe NM 87505	<b>CONTACT</b> <b>NAME:</b> Marcella Nellist <b>PHONE</b> (A/C, No. Ext): (505) 982-4302 <b>FAX</b> (A/C, No): (505) 989-9186 <b>E-MAIL</b> <b>ADDRESS:</b> mnellist@danielsinsuranceinc.com
<b>INSURED</b> Earth Care International  PO Box 28969 6600 Valentine Way, Suite B Santa Fe NM 87592 (505) 983-6896	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Casualty Insurance Comp <b>INSURER B:</b> Cincinnati Insurance Companies <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 29424 10677

**COVERAGES**

MN

**CERTIFICATE NUMBER:** Cert ID 39531 (3)**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
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:			ECP0278385	09/15/2024	09/15/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	<b>AUTOMOBILE LIABILITY</b> <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) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			34WECAA4330	04/16/2025	04/16/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	<b>Directors and Officers</b>			EMN0553834	09/30/2024	09/30/2025	\$1,000 Deductible \$ 1,000,000

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

General Liability policy contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder. Where permitted by state law, and per a Blanket Waiver of Subrogation Endorsement, the Insurer waives its right to subrogate against the Certificate Holder by reason of payments made under the General Liability policy but only under the circumstances stated in the policies.

**CERTIFICATE HOLDER****CANCELLATION**

City of Santa Fe  P.O. Box 909  Santa Fe NM 87504	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 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

## 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](mailto: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:**   
Johanna Nelson (May 29, 2025 13:31 MDT)

**Email:** jcnelson@santafenm.gov

**Signature:** 

**Email:** [xivigil@santafenm.gov](mailto:xivigil@santafenm.gov)