

Date: June 13, 2025

To: Mark Scott, City Manager

Via: Regina Wheeler, Public Works Director *RW*
Steve Kaspan, Parking Division Director *Steve Kaspan*
RW (Jun 13, 2025 13:43 MDT)
Steve Kaspan (Jun 13, 2025 11:36 MDT)

From: Andrew Cordero, Contracts Administrator *AC*

Subject: Lease Agreement for Reserved Curbside Parking Spaces

Vendor Name: Lensic Performing Arts Center

ACTION:

Request for Approval of Lease Agreement with the Lensic Performing Arts Center to Reserve Two Curbside Parking Spaces for a Fee of \$12,000 Per Year in the Total Amount of \$36,907.50 Plus NMGRT for a Four-Year Term. (Andrew Cordero, Contracts Administrator, accordero@santfenm.gov)

BACKGROUND AND SUMMARY:

This Lease Agreement will continue the services provided in the previous lease that expired on August 31, 2024. The two reserved curbside parking spaces on Sandoval Street and West San Francisco Street will be used by the Lensic Performing Arts Center for vehicle loading/unloading, performer parking, ticket purchases, and passenger loading/unloading during business hours. The lease rate will increase by 2.5% annually. The Parking Division collects the lease fees using ORG/OBJ 5350451.435800.

ATTACHMENTS:

Lease Agreement
Certificate of Liability Insurance

**AGREEMENT
BETWEEN LENSIC PERFORMING ARTS CENTER
AND THE CITY OF SANTA FE FOR PARKING
ON SANDOVAL AND WEST SAN FRANCISCO STREETS**

THIS AGREEMENT is entered into between the City of Santa Fe (“City”) and the Lensic Performing Arts Center (“Lensic”). The Effective Date of this Agreement shall be the date of last signature by the parties hereto.

WHEREAS, the Lensic desires to use two (2) reserved curbside parking spaces (as defined below), which are owned by the City and located on Sandoval Street and West San Francisco Street, both consisting of approximately three hundred sixty (360) square feet (“Premises”), as shown in the attached and incorporated **Exhibit A**. The Lensic desires to obtain the curbside parking spaces to provide reserved parking spaces for specific uses; and

WHEREAS, the Lensic agrees to pay the City for the two (2) reserved curbside parking spaces as provided in this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **PURPOSE**

The purpose of this Agreement is to set forth the terms and conditions between the City and the Lensic regarding the Lensic's non-exclusive use of the Premises on Sandoval Street and West San Francisco Street to provide reserved parking.

2. **SCOPE OF AGREEMENT AND RESPONSIBILITIES OF THE PARTIES**

The City and the Lensic agree to the following:

A. The Lensic will pay the City for use of the Premises on Sandoval Street and West San Francisco Street for patrons to park their vehicles at the Premises. The Lensic shall have exclusive use of these Premises. The Sandoval Street Premises shall be used only for Lensic-related vehicle loading and unloading and performer parking. The West San Francisco Street Premises shall be used for ticket purchases and passenger loading/unloading.

B. The Lensic shall identify a staff person who will be its main point of contact and be responsible for the day-to-day management of the terms and conditions of this Agreement, including but not limited to any parking permit issues under this Agreement. The Lensic shall provide written notice to the City’s Parking Division Director as directed in Article 14 (Notice) updating this point of contact as the staff person or contact information change.

C. The Lensic agrees to abide by the terms and conditions of this Agreement as well as the City's Parking Ordinances and Policies, unless otherwise agreed to in this Agreement.

D. The City reserves the right to require the Lensic, upon written notice, to re-locate or stop using the assigned reserved curbside parking spaces at the discretion of the Parking Division Director. A thirty (30) day advance written notice will be provided by the City.

E. The Lensic shall not permit unauthorized vehicles on the Premises; only Lensic-related vehicles are authorized to occupy the Premises under the terms of this Agreement.

F. The Lensic shall ensure that all commercial vehicles occupying the Premises are within no more than four (4) inches from the City's curb. Failure to comply with this condition and all other Uniform Traffic Ordinance codes will result in the issuance of a parking violation.

G. Lensic shall not permit any other use of the Premises, including but not limited to, outdoor seating, the sale or display of merchandise or installation of additional advertising signage shall be permitted.

H. The Lensic may not block any existing emergency entrances and exits to other businesses.

I. The City reserves the right to allow the use of the Premises for its employees, contractors, agents, utility companies or special events by others at the reasonable discretion of the Parking Division Director, and no compensation or deduction to the Lensic for such use will be granted. The Parking Division Director will be diligent to utilize the Premises on a limited basis to accommodate construction, emergencies, and/or repair maintenance of exiting infrastructure. The Lensic acknowledges that City-approved street closures may impact the accessibility of the Premises or result in transitory uses by third parties holding City-approved special events.

3. NUMBER OF RESERVED CURBSIDE PARKING SPACES TO BE ASSIGNED TO THE LENSIC; FEES TO BE PAID BY THE LENSIC

A. Cost of annual reserved curbside parking space rental

The Lensic will pay the City for use of the Premises on Sandoval Street and West San Francisco Street at an initial rate of \$12,000.00, due upon the signing of this Agreement. This rate will increase at 2.5% per fiscal year, with payments due in the amounts shown in **Exhibit B**.

4. PAYMENT

A. The City shall invoice the Lensic on a monthly basis for reserved curbside parking space rental fees in accordance with the Terms of this Agreement and the Lensic shall pay the City the full billed amount of the invoice within ten (10) business days from the date of receipt of the invoice. The City's Parking Division Director may approve in

writing a written request from the Lensic to be billed on a monthly or semi-annual basis and the Lensic shall pay the rate in Exhibit B.

B. If the Lensic fails to remit any annual payment for use of the Premises on Sandoval Street and West San Francisco Street within 20 days from the date of receipt of an annual parking invoice from the City, the City reserves the right to deny access to the Premises to the Lensic and patrons pursuant to this Agreement. Upon the City's request, the Lensic shall immediately stop using the reserved curbside parking spaces until re-instatement in the form of a written notification from the City has been issued and received by the Lensic.

C. Lensic is to pay the City the reserved curbside parking spaces rates agreed to in this Agreement when due. However, in the event the City reduces parking rates during the term of this Agreement and the new rates are lower than those rates agreed to in this Agreement, then the Lensic shall owe the lower monthly parking permit rates upon written notice by the Parking Director of the lowered rates. If the Lensic is paying annually or semiannually and has at least one more payment due under this Agreement, the City's next invoice shall reflect a credit calculated by prorating the lowered rates from the date of notice. If the Lensic does not have another payment due under this Agreement, the City shall remit that credit by check before the end of the term of this Agreement set forth in Article 5 (Term)

5. TERM

The term of this Agreement shall be for four (4) years, commencing at 12:00 a.m. on the Effective Date, unless earlier terminated as provided in Article 6 below. The term may be extended with five (5) one-year option to renew at the City's sole discretion.

6. TERMINATION

This Agreement may be terminated by either party upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Upon termination of this Agreement, the Lensic is to immediately stop using all curb parking spaces which were assigned for the non-exclusive use of the Lensic and patrons in fulfillment of this Agreement. If the Lensic has paid the reserved curbside parking spaces fees in advance of cancellation of this Agreement, the City will refund the Lensic a prorated balance of the total amount paid.

7. IDEMNIFICATION

The Lensic shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act by the Lensic, its officers, employees, servants, subcontractor or agents, or if caused by the actions of any client or patron of the Lensic resulting in injury or damage to persons or property during the time when the Lensic or any

officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Lensic or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Lensic, the Lensic shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

8. STATUS OF THE CITY AND THE LENSIC

The City and the Lensic are separate legal entities. The City's agents and employees are not employees or agents of the Lensic. The Lensic's agents and employees are not employees or agents of the City. No powers of the Lensic or the City express or implied shall be granted to the other party excepting those specifically set forth herein.

9. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this 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 in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

10. INSURANCE

The Lensic, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City's Risk Manager or Risk Analyst, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason, except for nonpayment, which requires not less than 10 days' notice pursuant to NMSA 1978 sec. 59A-18-29. The Lensic shall furnish the City with a copy of a Certificate of Insurance as a condition prior to signing this Agreement.

11. NO THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Lensic. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary of this Agreement.

12. AMENDMENT

This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties.

13. ASSIGNMENT

In the event the ownership of the Lensic changes during the Term of this Agreement or any extension thereafter, the new owners of the Lensic shall own and assume responsibility for this Agreement in its entirety including the terms and conditions of this Agreement, any amendments and revisions to this Agreement or any mutually agreed extensions of this Agreement thereafter. The Lensic shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

14. NOTICES

Any notice required to be given under this Agreement shall be in writing and served by personal delivery, U.S. Mail postage prepaid, or e-mail, to the parties at the following addresses:

To the City: City of Santa Fe Parking Division, Attn: Contracts Analyst, 737 Agua Fria, Santa Fe, NM 87501 and spkaspan@santafenm.gov


To the Lensic: Lensic Performing Arts Center, Attn: Joel Aalberts, Executive Director, 211 W. San Francisco Street, Santa Fe, NM 87501, jaalberts@lensic.org.

15. APPLICABLE LAW

This Agreement shall be governed by the Ordinances of the City of Santa Fe and the laws of the State of New Mexico.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:


Mark Scott (Jun 18, 2025 12:13 MDT)
MARK SCOTT, CITY MANAGER

DATE: 06/18/2025

CONTRACTOR:
Lensic Performing Arts Center



JOEL AALBERT,
EXECUTIVE DIRECTOR

DATE: 06/11/2025

NMBTIN#: _____


ATTEST:


ANDREA SALAZAR (Jun 11, 2025 17:12 MDT)

CITY CLERK



CITY ATTORNEY'S OFFICE:

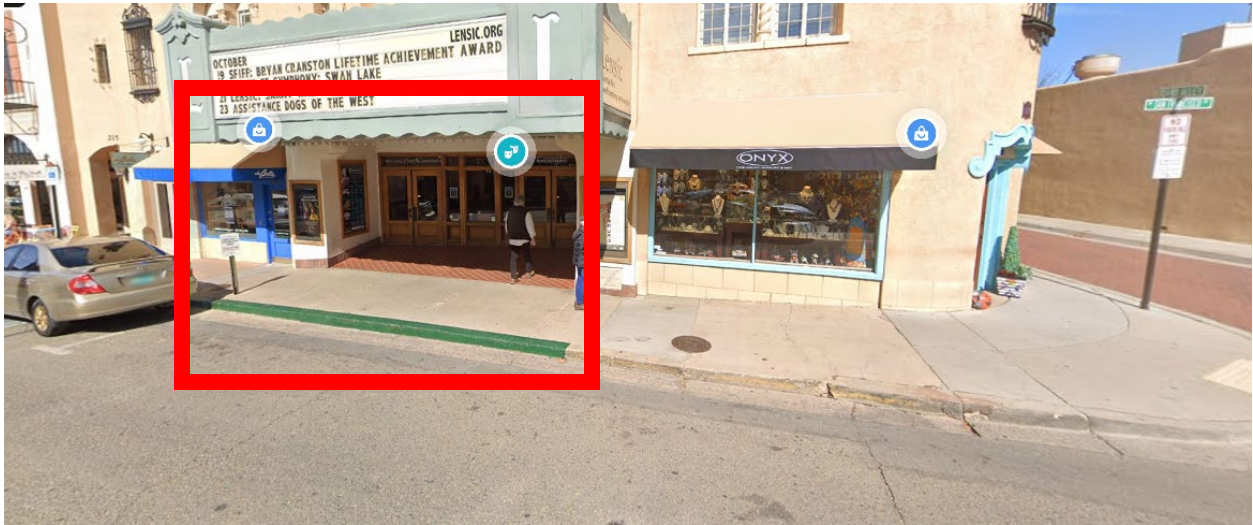

Kevin L. Nault (Jun 11, 2025 14:54 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


EMILY OSTER, FINANCE DIRECTOR

Exhibit A –Reserved Curbside Parking Space on West San Francisco Street



Reserved Curbside Parking Space on Sandoval Street



Exhibit B – Rent Schedule

Option Years	Year	Term Dates		Leasable Parking Spaces	Total Annual Rent	Escalation	Monthly Rent
	1	1/1/2025	12/31/2025	2	\$12,000.00		\$1,000.00
	2	1/1/2026	12/31/2026	2	\$12,300.00	2.50%	\$1,025.00
	3	1/1/2027	12/31/2027	2	\$12,607.50	2.50%	\$1,050.63
	4	1/1/2028	12/31/2028	2	\$12,922.69	2.50%	\$1,076.89
*	5	1/1/2029	12/31/2029	2	\$13,245.75	2.50%	\$1,103.81
*	6	1/1/2030	12/31/2030	2	\$13,576.90	2.50%	\$1,131.41
*	7	1/1/2031	12/31/2031	2	\$13,916.32	2.50%	\$1,159.69
*	8	1/1/2032	12/31/2032	2	\$14,264.23	2.50%	\$1,188.69
*	9	1/1/2033	12/31/2033	2	\$14,620.83	2.50%	\$1,218.40
*	10	1/1/2034	12/31/2034	2	\$14,986.36	2.50%	\$1,248.86

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Santa Fe
Po Box 909
Santa Fe, NM 87504

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/16/2025

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 Daniels Insurance, Inc.-Santa Fe 805 St Michaels Drive Santa Fe NM 87505	CONTACT NAME: Michael Latting PHONE (A/C No. Ext): (505) 982-4302 E-MAIL ADDRESS: rturnipseed@danielsinsuranceinc.com FAX (A/C No): (505) 989-9186																					
INSURED Lensic Performing Arts Center Corp dba Lensic 360 211 W. San Francisco St. Santa Fe NM 875012128 (505) 988-7050	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>New Mexico Assurance Company</td><td>13673</td></tr><tr><td>INSURER B:</td><td>Cincinnati Insurance Companies</td><td>10677</td></tr><tr><td>INSURER C:</td><td>Arch Insurance Company</td><td>11150</td></tr><tr><td>INSURER D:</td><td>Arch Specialty Insurance Compa</td><td>21199</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:	New Mexico Assurance Company	13673	INSURER B:	Cincinnati Insurance Companies	10677	INSURER C:	Arch Insurance Company	11150	INSURER D:	Arch Specialty Insurance Compa	21199	INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES

RT

CERTIFICATE NUMBER: Cert ID 39521 (22)**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		SNLIQ0203502	05/20/2025	05/20/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		EPP0281994 / EBA0281	10/15/2024	10/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		SNFXS0153102	05/20/2025	05/20/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	22820.127	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Liquor Liability		SNLIQ0203502	05/20/2025	05/20/2026	Each Occurrence \$ 1,000,000
C	Liquor Liability		SNLIQ0203502	05/20/2025	05/20/2026	General Aggregate \$ 2,000,000

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

General Liability policy contains a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder when required by written contract or agreement. The City of Santa Fe is named as Additional Insured as respect to blanket additional insured provision.

Santa Fe Summer Scene sponsored by Lensic 360: May 31, 2025 - August 28, 2025, location: all City of Santa Fe Parks.

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe PO 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
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ACORD 25 (2016/03)

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DATE (MM/DD/YYYY)
05/16/2025

PRODUCER Daniels Insurance, Inc.-Santa Fe 805 St Michaels Drive Santa Fe NM 87505		INSURED Lensic Performing Arts Center Corp dba Lensic 360 211 W. San Francisco St. Santa Fe NM 875012128
CONTACT NAME: Michael Latting	PHONE (A/C, No, Ext): (505) 982-4302	PHONE (A/C, No, Ext): (505) 988-7050

REVISION NUMBER:

[illegible]

Signature: 

Email: xivigil@santafenm.gov