

**AGREEMENT BETWEEN THE EDGEWOOD SOIL AND WATER
CONSERVATION DISTRICT AND SANTA FE COUNTY
FOR THE LEASE OF OFFICE SPACE**

THIS AGREEMENT for the lease of office space by the **Edgewood Soil and Water Conservation District ("Lessor")**, P.O. Box 3450, Moriarty, NM 87035, to **Santa Fe County**, a political subdivision of the State of New Mexico ("**Lessee**"), is effective as of the date of last signature by the parties below.

IT IS AGREED BETWEEN THE PARTIES:

1. The Premises to be Leased. For consideration, Lessor hereby leases to Lessee premises situated at 2506 Route 66, Moriarty, NM 87035, which property and appurtenances shall be hereinafter referred to as the Premises and is described as follows:

An area of office space consisting of 147 square feet with access to all common areas including conference space, kitchen, lobby, public parking and four handicapped parking spaces (see depiction in Exhibit A).

2. Rent Lessee shall pay to the Lessor in full payment for the use of Premises for the term of this Agreement in the amount of \$6,000.00 annually, payable in monthly installments of \$500.00 each on the 1st day of each month. Payment is subject to availability of funds pursuant to Paragraph 5 (Appropriations).

3. Term. The initial term of this Agreement will commence on the date of last signature date by the parties and will terminate on June 30, 2025, unless earlier terminated pursuant to Paragraph 4 (Termination) or Paragraph 5 (Appropriations).

4. Termination. Either party may terminate this Agreement based upon the other party's default or substantial breach of this Agreement. Notice of termination shall be in writing to the other party and shall state all reasons for termination. Within 60 days of receipt of notice of termination, Lessee shall surrender the Premises and rent shall be payable only to date of surrender. However, Lessee shall not be held in default or breach of the covenant to pay rent, or any part thereof, until 15 days after written notice of default is received by Lessee. Lessee reserves the right to terminate this Lease without cause upon 60 day's written notice to Lessor.

5. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico or the Board of County Commissioners for Santa Fe County. If sufficient appropriations and authorization are not made by the Legislature or the Board of County Commissioners, this Agreement will terminate immediately upon written notice being given by the Lessee to the Lessor. The Lessee's decision as to whether sufficient appropriations are available shall be accepted by the Lessor and shall be final. If the Lessee proposes an amendment to reduce the monthly rent due to insufficient appropriations, the Lessor will have the option to terminate this Agreement or to agree to the reduced rent within 30 days of receipt of the Lessee's proposed amendment.

6. Option to Renew or Extend the Term. The parties may agree by written amendment to

renew or extend the term of this Agreement in one-year increments. Such renewal or extension may be on substantially the same conditions as set forth in this Agreement, except that the rent may be renegotiated for the renewed or extended term.

7. **Holding Over.** Lessee's holding over or continued use or occupancy of the Premises will be construed as a month-to-month tenancy at the same monthly rent and subject to the same conditions set forth in this Agreement.

8. **Use of the Premises.** Lessee shall use the Premises to provide Extension Office services to the 4-H and agricultural community in southern Santa Fe County and for all related and incidental purposes. Lessor agrees that the Premises are suitable for this purpose or has revealed to Lessee any reasons which are known or which should reasonably have been known that the Premises are not suitable for such purpose.

9. **Condition of Premises.** Lessor warrants that the Premises are in good and safe condition, structurally sound and of safe design and that they comply with all applicable safety laws, ordinances, rules and regulations, including but not limited to the Americans with Disabilities Act, except as may be noted by Lessor in a separate writing attached to this Agreement. Lessor has the duty to reveal to Lessee all structural defects, of which it knows or reasonably should know, and to repair all structural defects in the Premises. All noted conditions shall be repaired or otherwise corrected prior to the commencement of this Agreement or within 30 days thereafter. Failure to repair or correct any noted or dangerous condition constitutes a breach of this Agreement.

10. **Delivery of Possession.** Lessor will put Lessee in possession of the Premises upon the first day of the initial term of this Agreement, or any subsequent term.

11. **Damage of Premises.** If, at the inception of this Agreement or at any time thereafter (including any renewal or extension of the term), all or any part of the Premises shall be so damaged or destroyed through any cause, other than Lessee's willful act, ordinary wear and tear, or any necessary minor repair or routine maintenance, as to be rendered unfit for Lessee's occupancy in Lessee's judgment, Lessee may declare this Agreement terminated and rent shall be payable only to the date of the damage. Alternatively, Lessee, in its sole discretion, may continue to occupy any portion useful to it, and the rent shall abate in proportion to the portions not useful to Lessee. If, at the inception of this Agreement or at any time thereafter, all or parts of the Premises shall be so slightly damaged through any cause, other than Lessee's willful act, ordinary wear and tear, or any necessary minor repair or routine maintenance, but as not to be rendered unfit for Lessee's occupancy in Lessee's judgment, Lessor shall, upon written notice and request from Lessee, repair the Premises with all reasonable promptness, at Lessor's expense, and the rent shall abate fairly until repairs are completed. However, if Lessor fails to promptly commence or to expeditiously complete repairs necessary to restore the Premises to its former condition, Lessee may declare this Agreement terminated, and rent, including any fair abatement thereof, shall be payable only to the date of termination. Alternatively, if Lessor fails to promptly commence or to expeditiously complete repairs, Lessee, in its sole discretion, may perform or cause to be performed such repairs and may deduct the cost of such repairs from rent, including any fair abatement. Lessee's decision as to whether all or any part of the Premises is unfit or not unfit for occupancy shall be final, but Lessee's decision shall be reasonable under the circumstances.

12. **Alterations.** Lessee shall obtain the Lessor's written permission before making any

alterations or improvements of a permanent nature to the Premises. All alterations and improvements made to or placed in the Premises by Lessee are and shall remain the Lessee's property, so long as such alterations and improvements can be removed without undue damage to the Premises and are, in fact, removed by Lessee prior to termination of this Agreement or within a reasonable time after termination. Alterations and improvements of a permanent nature, which cannot be removed without undue damage to the Premises, shall become Lessor's property, except as the parties mutually agree otherwise in writing.

13. Condition upon Surrender. At the termination of this Agreement, Lessee shall surrender to Lessor the Premises in substantially the same condition as existed at the time of delivery of possession to the Lessee, excepting: (a) deterioration caused through reasonable use and ordinary wear and tear; (b) alterations, improvements or conditions made with Lessor's written approval; and (c) any change, damage or destruction not resulting from Lessee's willful act. Lessor's failure to notify Lessee, in writing and within 30 days after termination, of any condition requiring repair shall be deemed a waiver of any right or claim regarding the condition of the Premises. Such notice shall state the condition(s) requiring repair and shall account for the cost of such repair.

14. Mortgages, Assessments, Taxes, etc. Lessor shall pay all assessments, charges, mortgages, liens, and taxes as they become due on the Premises. If Lessor defaults in paying any such amounts, Lessee, in its sole discretion, may pay any assessment, charge, mortgage, lien or tax. Upon doing so, Lessee shall be subrogated to the creditor's rights and may deduct the cost of such payment from rent.

15. Utilities and Janitorial Services. Lessor shall pay all utilities including internet/ Wi-Fi access and provide for all janitorial services and supplies for the Premises.

16. Right of Entry. Lessor or Lessor's agent has a right, upon reasonable notice, to enter upon the Premises to inspect, to make repairs, and for other reasonable purposes, with Lessee's prior permission, which shall not be unreasonably withheld. In an emergency, such as fire, Lessor or Lessor's agent may enter the Premises without securing Lessee's prior permission, but shall give Lessee notice of entry as soon as practicable.

17. Duty to Maintain. Lessor has the duty to perform routine maintenance on the interior of the Premises, except as may be otherwise provided for in this Agreement. Lessor has the duty to maintain the exterior of the Premises, including grass, grounds and parking lots, in good repair and safe condition. Lessee has no duty to inspect or notify Lessor of exterior conditions.

18. Assignment. The Lessor 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 Lessee.

19. Release. Payment of the rent due under this Agreement shall operate as a release of the Lessee, its officers and employees, and Santa Fe County from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

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

21. **Merger.** This Agreement incorporates all agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. This Agreement supersedes any prior agreement between the parties pertaining to the Premises. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

22. **Applicable Law.** The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction. By execution of this Agreement, the parties agree that venue shall be proper in Santa Fe County, First Judicial District Court for any proceedings arising from any term of this Agreement.

23. **Special Damages.** If, through Lessor's willful breach of any condition of this Agreement, Lessee must vacate or cannot take possession of the Premises, Lessee may recover, in addition to any other damages, special damages, including the cost of employee time lost, moving costs, and all other reasonably ascertainable costs connected with relocation.

24. **Indemnification.** Lessor shall defend, indemnify and hold harmless the Lessee, its public employees, and Santa Fe County from all actions, proceedings, 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 of the Lessor, its officers, employees, servants, subcontractors or agents. Lessor shall also defend, indemnify and hold harmless the Lessee, its public employees, and Santa Fe County from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of any damage to or destruction of the Premises where such damage or destruction was not caused by the willful act of Lessee or any of its public employees. In the event that any action, suit or proceeding related to this Agreement is brought against the Lessor, the Lessor shall, as soon as practicable but no later than two days after it receives notice thereof, notify Lessee and the Risk Management Division of Santa Fe County.

25. **Duty to Insure.** During the term of this Agreement and any extension thereof, Lessor shall maintain in force a policy or policies of insurance providing: (1) comprehensive general liability coverage of not less than \$500,000 limit per occurrence, including coverage for property damage, bodily injury and wrongful death; such insurance shall cover contractual liability which may arise under this Agreement; and (2) fire, lightning and extended coverage or "all risk" coverage, for at least 80% of the actual cash value of the Premises. Such insurance policy or policies shall name Lessee Santa Fe County as co-insured. Lessor shall provide certificates of coverage or proof of self-insurance evidencing compliance with this section, which shall be attached to this Agreement at the time of execution. Lessor shall notify Lessee within 10 days after cancellation or expiration of any required coverage.

26. **Invalid Term or Condition.** If any term or condition of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and will be valid and enforceable.

27. **Enforcement of Agreement.** A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict

compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Binding on Heirs. This Agreement is binding upon the heirs, executors, administrators, personal representatives, assignees, and successors in interest of the parties.

29. Notices. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Lessee: Santa Fe County
Attn: Real Property Supervisor
P.O. Box 276
Santa Fe, NM 87504

To the Lessor: Edgewood Soil and Water Conservation District
Attn: Brenda Smythe
P.O. Box 3450
2506 Route 66
Moriarty, NM 87035

30. Authority. If Lessor is other than a natural person, the individual(s) signing this Agreement on behalf of Lessor represents and warrants that he or she has the power and authority to bind Lessor, and that no further action, resolution, or approval from Lessor is necessary.

LESSEE - SANTA FE COUNTY



Gregory S. Shaffer
Santa Fe County Manager

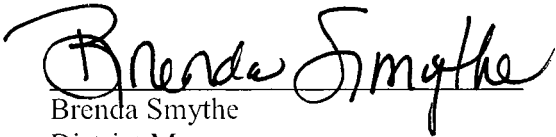
5/1/2024
Date

Approved as to form:
Roberta D. Joe for J.Y.

Jeff Young
Santa Fe County Attorney

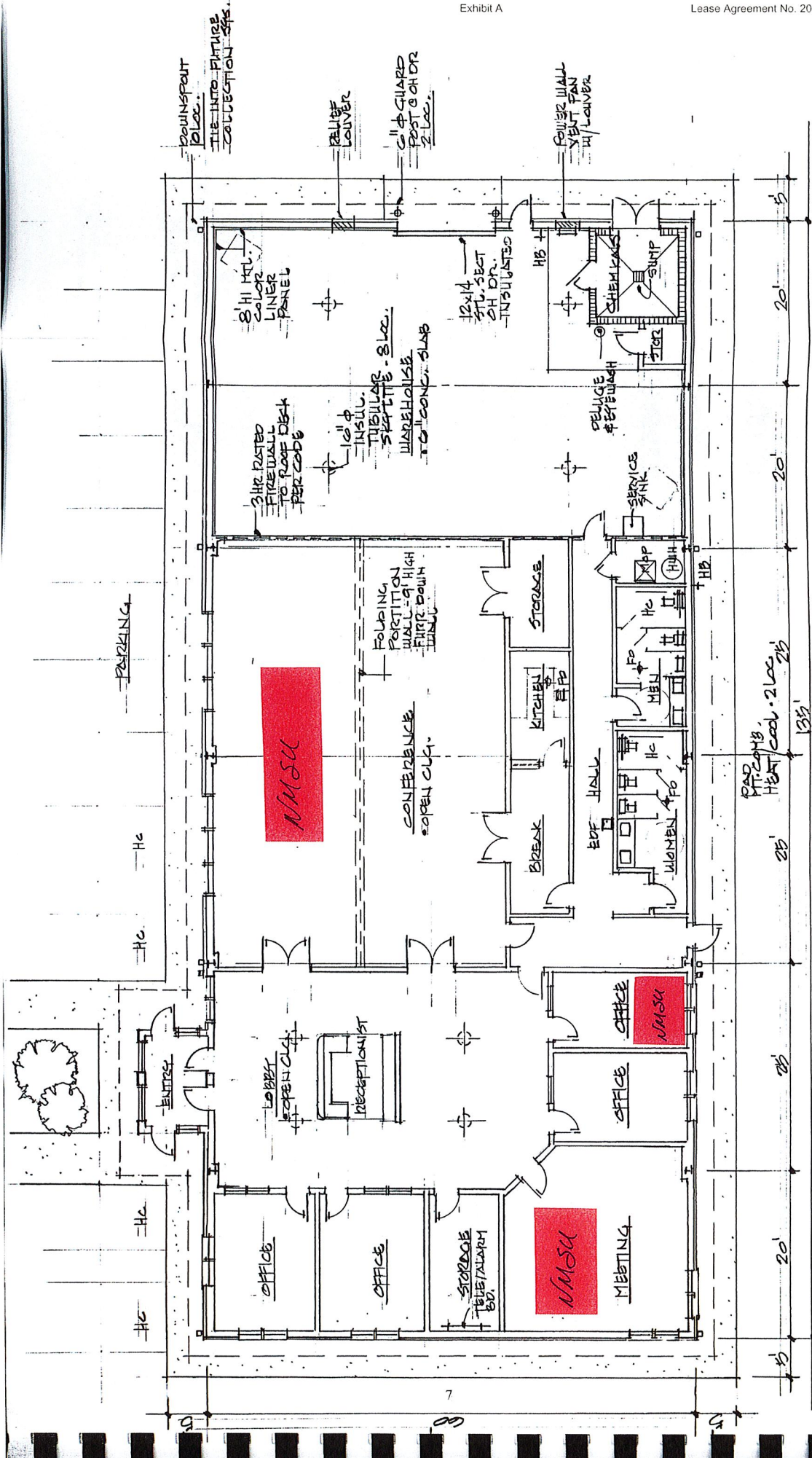
April 30, 2024
Date

LESSOR - EDGEWOOD SOIL AND WATER CONSERVATION DISTRICT



Brenda Smythe
District Manager
Edgewood Soil and Water Conservation District

4/17/2024
Date



SILVER CONSTRUCTION
 A NEW FACILITY FOR
 EDGEWOOD SOIL & WATER
 CONSERVATION DIST.
 EDGEWOOD, N.M. 6.6.06

FLOOR PLAN - 8,196 SF



9/32"

Santa Fe County Purchasing Process Request Form

Date Submitted:	3/11/2024	Requesting User Agency:	Public Works
Name & Phone of Contact Person:	Chris M. Barela 505-992-9878		
Contract Tracking #/Buyer (Purchasing) 2024-0260-PW <small>Ken S. EXT 6354</small>	Requesting Tracking No. for Lease Agreement <small>Scott Kaseaman (Mar 12, 2024 13:13 MDT)</small> Mar 12, 2024	BCC Approval? Yes No If yes, please indicate date	No

AGENCY REQUEST: (Lease, MOU, Grant, Professional Services Agreement, Construction, Application, etc.) Describe the County, Public and/or Agency need. Describe what you are attempting to purchase, obtain or accomplish. Attach additional information relating to your request (scope of work, specifications, bid items on etc.)

On behalf of the SF County Extension Office, Santa Fe County ("Lessee") wishes to enter into a Lease Agreement with the Edgewood Soil and Water Conservation District ("Lessor") for office space within the ESWCD building located at 2506 Route 66, Moriarty, NM 87035. The Lease will allow the Santa Fe County Extension Office to provide services to the 4-H youth and agricultural community of southern Santa Fe County. Public Works Staff is requesting a Purchase Order for the rent for the remainder of FY2024, tracking number on the Lease and routing of the Lease for Legal review and approval and County Manager signature. The rental amount and term of the lease fall within the County Manager's signature authority threshold. The Lease form was provided by ESWCD and revised by Real Property staff. Thank you

Does this request require IT approval? Yes No If yes, is the approved work order attached? Yes No

PURCHASING STATUS: Reviewed by Bill Taylor

FINANCIAL / BUDGETARY INFORMATION: (If applicable, include a breakdown of project cost estimates; is funding already appropriated? If this action will result in revenue to the County, include the total compensation and timetable. Include funding information (GF, GRT, Grant, Grant Match, In Kind requirements, etc.)

<u>Grants</u>	<u>Capital, Fund & Cost Center Approval</u>	<u>Budget Approval:</u>
Is this grant related? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is this a capital project? Yes <input checked="" type="checkbox"/> No	
If yes: provide fund(s) _____	Capital approval: _____	
Grant approval: _____	Fund/Cost Center approval: _____	

Please provide account number(s) for this request: **101-0730-412.70-02**

LEGAL FORM: (Is this a new contract or an amendment or change of a previously submitted procurement or contract? Identify any known liabilities and/or risks to the County.

LEGAL APPROVAL: (sign and date)

FINANCE DIRECTOR APPROVAL: (sign and date)

COUNTY MANAGER APPROVAL: (sign and date)

Gregory S. Shaffer, County Manager 5/1/2024

ATTACH NEEDED DOCUMENTS: *Purchase Agreement, IPR, REQ*

Attachments include IPR, REQ and Lease.