

INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 678

**AN ORDINANCE AUTHORIZING THE COUNTY MANAGER OR DESIGNEE
TO EXECUTE A LEASE AGREEMENT FOR A COUNTY-OWNED
RESIDENCE LOCATED AT 850 NORTH MESA ROAD, LOS ALAMOS, NEW MEXICO**

WHEREAS, Section 3-54-1, N.M.S.A. (1978) provides that a municipality may lease any municipal facility or real property of any value normally leased in the regular operations of the municipal facility or real property; and

WHEREAS, County owns the residential property located at 850 North Mesa Road, Los Alamos, New Mexico 87544; and

WHEREAS, County has normally made this residential property available for lease to eligible Los Alamos County Police Officers; and

WHEREAS, County, as owner, desires to continue provided residential leases to eligible Los Alamos County Police Officers; and

WHEREAS, Section 203 of the Los Alamos County Charter provides that any lease or authorization to lease real property owned by County shall be by ordinance; and

WHEREAS, County Council desires to authorize the County Manager, or designee, to enter into residential lease agreements to eligible Los Alamos County Police Officers for the residence identified by address above on reasonable terms substantially in form attached hereto as Exhibit No. 1.

NOW, THEREFORE, BE IT ORDAINED that:

SECTION 1. Finding. County is authorized to lease real property pursuant to the provisions of Section 3-54-1, N.M.S.A. (1978).

SECTION 2. Authorization to Lease the Premises; Execution of Lease by Authorized Officers. The County Manager, or designee, is hereby authorized to execute lease agreements to eligible Los Alamos County Police Officers for the residence identified by address above.

SECTION 3. Effective Date. This ordinance shall become effective thirty (30) days after publication of notice of its adoption.

ADOPTED this 13th day of February, 2018.

**COUNCIL OF THE INCORPORATED COUNTY
OF LOS ALAMOS**

David Izraelevitz, Council Chair

ATTEST: (Seal)

Naomi D. Maestas, County Clerk



LSE_____

INCORPORATED COUNTY OF LOS ALAMOS LEASE AGREEMENT

This **LEASE AGREEMENT** (this "Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and hereinafter called "Lessor," and _____, hereinafter called "Lessee," to be effective for all purposes _____.

WHEREAS, this lease is entered into pursuant to the authority granted by Section 3-54-1, NMSA 1978.

NOW, THEREFORE, In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Lessor does hereby demise and lease to Lessee, and Lessee does hereby lease from Lessor, the leased premises ("Premises"), being 850 North Mesa in Los Alamos, New Mexico.

1. **Term.** The term of this lease begins on the date of this Agreement and continues so long as Lessee remains an employee of Lessor during the term. Lessee may terminate the lease prior to termination of employment with Lessor upon thirty days written notice. Lessor, on the other hand, may terminate the lease, for reasons stated in this Agreement, prior to the expiration of its full term.
2. **Occupancy.** The parties agree that, in consideration of Lessee providing security services related to the facility upon which the manufactured home is located, Lessee is allowed to place Lessee's manufactured home upon Lessor's property. The security services to be provided are outlined elsewhere in this agreement. The manufactured home is to be used solely as the primary residence of Lessee and his immediate family. The use of the Premises requires that the Lessee be a Los Alamos County employee. The Premises are to be used only as a residence. Lessee will restrict his use to such purpose and agrees not to use or permit the use of the Premises for any other purpose. The Premises are not to be used by any person other than Lessee, nor shall anyone else store personal property on the Premises. Lessee agrees further not to board or breed livestock on Premises. Nor shall personal pets belonging to persons other than Lessee's immediate family be kept at the Premises. Lessee shall not engage in pet breeding on the Premises. Lessee further agrees that the Premises or any part thereof shall not be used to: (a) conduct of any offensive, noisy, or dangerous activity, including the violation of any local, state, or federal environmental laws; (b) creation or maintenance of a public nuisance; (c) anything which is illegal or against public regulations or rules of any public authority at any time applicable to the Premises. Lessee further agrees to be responsible for all costs and liabilities associated with clean-up of any hazardous substance which is used or stored on the Premises by the Lessee in violation of this Agreement.
3. **Appearance and Upkeep.** The Lessee must abide by the following conditions:
 - a. The manufactured home must be skirted on all sides.
 - b. The manufactured home and site must be maintained in compliance with all local ordinances.

EXHIBIT 1

ATTACHMENT A

- c. The manufactured home and appurtenances thereto are required to "blend in" with the surrounding properties, including but not limited to landscaping and fencing.
 - d. Lessee may place a deck in the backyard of the site upon prior written approval by the County Manager and at Lessee's expense.
 - e. Lessee is responsible for payment of all utilities associated with the site except for water, sewer, and garbage.
 - f. Lessee may only make changes to the site which are not permanent and which are approved by the County Manager.
 - g. Lessee may have no more than two (2) domestic pets on the Premises unless he receives prior approval in writing from the County Manager.
 - h. Lessee shall maintain current registration on any motor vehicles kept at the premises and all such vehicles shall be kept in working order.
4. Right of Access. Lessor reserves an easement to enter upon the land at any time for the purpose of installing, inspecting, maintaining or replacing any of its facilities or equipment, or for the purpose of inspecting the Premises in order to determine compliance with County ordinances.
5. Assurances. Lessee further agrees to indemnify and hold harmless Lessor on account of any such violation of local, state, or federal environmental laws. Lessee agrees to indemnify and hold harmless Lessor and the property of Lessor, including the Premises, from any and all liability for injury to or death of any person, including Lessee and employees of Lessee, or for damage to property arising from the use and occupancy of the Premises by Lessee or from the act or omission of any person or persons, in or about the Premises with the express or implied consent of Lessee.
6. Duties and Compensation. The parties further agree that security services provided by Lessee will generally take ten hours per month and that the use of Lessor's property is fair compensation for the security services. Lessee's duties include, but are not limited to the following:
- a. Lessee will maintain telephone service at his own expense and provide the number to the Parks Manager.
 - b. Lessee will patrol County property in the area of the North Mesa Stables daily, keep individuals off areas closed by the Parks Department and report any unusual occurrences or problems.
 - c. Lessee will provide a monthly report to the Parks Department detailing notable activities at the site.
 - d. Lessee agrees to turn off all field and facility lights as necessary.
 - e. Lessee will remain a certified law enforcement for the duration of his occupancy of the premises.
 - f. Lessee will notify the Parks Manager if he will not be occupying the premises overnight for any reason or leaves the County on vacation.

The Parties further agree that security services provided in consideration of this lease are not a part of Lessee's regular job as a law enforcement officer. Any tax liability as a result of this Agreement is the sole responsibility of Lessee.

EXHIBIT 1

ATTACHMENT A

7. Taxes. Lessee is responsible for all personal property taxes levied against property of Lessee at the site. Failure to pay such taxes when due shall constitute an event of default hereunder.
8. Option to Displace. If Lessor requires lessee to move the manufactured home from the premises, Lessor must provide ninety (90) calendar days written notice and shall pay the cost of relocating Lessee's manufactured home within Los Alamos County. Lessor has the right to determine that the moving costs are reasonable through whatever methods it deems appropriate. Lessor's liability for moving costs shall be limited to the following:
 - a. The cost of transporting the manufactured home from the premises to a new location within Los Alamos County.
 - b. The costs to disconnect municipal utilities being used at the premises.
 - c. The costs to connect municipal utilities at the new location.
9. Rules and Regulations. Lessee agrees to abide by the County's ordinances concerning the maintenance of residential property, as well as any rules or regulations which may be promulgated by Lessor concerning the particular facility upon which the manufactured home is located. Lessee recognizes that compliance with Lessor's ordinances and rules is necessary in order to assure the good appearance of County facilities and the comfort and enjoyment of those facilities by the public. Failure to abide by any of the ordinances or rules, as well as failure to abide by the covenants in the lease itself, shall be cause for termination of the lease at the election of Lessor.
10. Assignment and Subletting. This lease is not assignable or subject to sub-lease to any third party by voluntary act of assignment, or by execution sale or other legal process, or by operation of law.
11. Limitations. Lessee acknowledges and agrees that, other than the interests created by this Agreement, no interest or estate of any kind whatsoever in the premises nor any other property of Lessor is conveyed by virtue of this Agreement or occupancy or use hereunder.
12. Notice. Any and all notices or other communication required or permitted by this Agreement to be served on or given to either party to this Agreement by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, postage prepaid to the following addresses:

COUNTY/LESSOR:
County Manager
Incorporated County of Los Alamos
1000 Central Avenue, Suite 350
Los Alamos, New Mexico 87544

LESSEE:

850 North Mesa
Los Alamos, New Mexico 87544

Either party hereto may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided for in this paragraph.

13. Condition of Premises. Lessee stipulates that he has examined the Premises and that all fixtures belonging to Lessor located thereon are, at the date of this Agreement, in good order, repair, and a safe and clean condition so as not to materially affect the physical health or safety of an ordinary tenant and are suitable for Lessee's purposes.

EXHIBIT 1

ATTACHMENT A

14. Maintenance Responsibilities of Lessee and Lessor. As stated above in Paragraphs 3 and 9, Lessee shall have the responsibility of maintaining the Premises, including the yard and open areas, as well as any buildings. All goods and personal property of any kind in or upon the Premises shall be the sole responsibility of the Lessee and in no event shall Lessor be liable for any loss or damage of said goods or property for any reason whatsoever. Lessee shall be solely responsible for all repairs and solely liable for damages on the Premises sustained by Lessee or any other person as a consequence of a failure, breakage, leakage, or obstruction of the water or wastewater pipes, or the electrical, gas or other systems occasioned by Lessee's occupancy or occurring as a result of facilities or systems belonging to Lessee. In such instances, Lessee shall be solely responsible for damages and the costs of replacement or repair. Lessor shall not be liable for any repairs or damages by reason of the weather or elements; or resulting from carelessness, negligence or improper conduct on the part of Lessee; or attributable to any interference with, interruption of, or failure beyond the control of the Lessor of any services to be furnished or supplied by Lessor.
15. Insurance. Lessee is hereby notified that Lessor's insurance does not insure Lessee against loss of property situated on the Premises due to fire, theft, vandalism or other causes. Lessee is responsible for insurance of Lessee's own property, including personal property for fire and casualty loss and for liability insurance coverage insuring both Lessee and Lessor. Proof of said insurance coverage with limits of coverage acceptable to Lessor must be presented to Lessor annually.
16. Transfer of Manufactured Home. The rights and responsibilities under this lease are not subject to transfer through a sub-lease or any other mechanism. Lessee will provide notice of intent to sell or transfer ownership or occupancy of the manufactured home to Lessor a minimum of thirty days prior to such transaction. Under no circumstances shall such a sale or transfer occur prior to County's written consent if manufactured home is intended to remain on site as a result of such a transaction.
17. Waiver of Breach. The waiver by Lessor of any breach of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this Agreement.
18. Time of Essence. Time is expressly declared to be of the essence of this Agreement.
19. Binding of Heirs and Assigns. Subject to the provisions of this Agreement prohibiting assignment of the Lessee's interest hereunder, all provisions of this Agreement shall extend to and bind, or inure to the benefit of the party's heirs, executors, successors, and assigns.
20. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.
21. New Mexico Law to Apply. This Agreement may be executed in any number of counterparts which together shall constitute the contract of the parties. The section headings contained in the agreement are for purposes of identification only and shall not be considered in construing this agreement. If any party obtains a judgment against any other party by reason of breach of this agreement, a reasonable attorney fee shall be included in the judgment. This Agreement shall be interpreted in accordance with the laws of the State of New Mexico. Venue

EXHIBIT 1

ATTACHMENT A

in any proceeding pertaining to this agreement is in the First Judicial District Court of Los Alamos County.

22. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
23. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this agreement has been or is relied on by either party. Each party has relied on its own examination of the full agreement and the included provisions, and the counsel of its own advisors, and the warranties, representations, and covenants expressly contained in the agreement itself. The failure or refusal of either party to inspect the agreement or other documents, or to obtain legal or other advice relevant to this transaction, constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice. No modification or amendment of this agreement shall be of any force or effect unless in writing executed by both Lessor and Lessee.
24. Amendment. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dates subsequent to the date hereof and duly executed by the parties hereto.
25. Miscellaneous. Lessee recognizes that County may hold the land constituting the Premises for future development and retains the right to show the property to prospective developers of said property.

EXHIBIT 1

ATTACHMENT A

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this Agreement as of the day and year first written above. LESSEE WARRANTS THAT ALL TERMS AND AGREEMENTS HEREIN ABOVE CONTAINED ARE MADE KNOWINGLY, VOLUNTARILY, AND FOR CONSIDERATION.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

By: _____
HARRY BURGESS **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

LESSEE:

DATE

STATE OF NEW MEXICO)

: ss

COUNTY OF LOS ALAMOS)

This instrument was acknowledged before me on the ____ day of _____, 20____, by _____.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT 1

ATTACHMENT A