

**INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 742**

**AN ORDINANCE TO LEASE CERTAIN COUNTY-OWNED LAND  
TO THE LOS ALAMOS DOG OBEDIENCE CLUB, INC.**

**WHEREAS**, the Incorporated County of Los Alamos ("County") is the owner of the following described real estate in Los Alamos County, New Mexico ("Property"), to-wit:

A portion of Lot 3 La Sombra Subdivision within Eastern Area #2, County of Los Alamos, New Mexico, located at 246 East Road, Los Alamos, New Mexico, consisting of approximately 3,150 square feet and as shown on Exhibit "A" of the Lease Agreement attached hereto as Attachment "1" and made a part hereof for all purposes.

**WHEREAS**, the Los Alamos Dog Obedience Club, Inc. ("LADOC"), a New Mexico non-profit corporation, desires to lease the Property to provide for regularly scheduled dog obedience training and related activities and events; and

**WHEREAS**, County and LADOC recognize that sheltering, adoption, and education are paramount to humanely treating and caring for abandoned or orphaned dogs; and

**WHEREAS**, County desires to lease Property to an organization that will contribute to the effort of increasing adoptability of and long-term solutions for shelter dogs; and

**WHEREAS**, under the conditions expressed herein, the Council of the Incorporated County of Los Alamos wishes to enter into a private lease of the land in accordance with NMSA 1978, Section 3-54-1(A), and this Ordinance is not subject to referendum as provided in such section; and

**WHEREAS**, the County Community Services Department has obtained a market analysis of similarly situated property and their lease prices; and

**WHEREAS**, County, after publishing the proposed Lease, wishes to lease the property to LADOC pursuant to Los Alamos County Code, Section 14-31(6).

**NOW, THEREFORE** the Incorporated County of Los Alamos hereby ordains:

**Section 1.** The Property is hereby leased to Los Alamos Dog Obedience Club, Inc., pursuant to the Lease Agreement attached hereto as Attachment "1", and subject to the terms and conditions contained therein.

**Section 2.** That the County Manager is authorized to enter into the Lease Agreement, attached hereto as Attachment "1" to this Ordinance. Further, the County Manager is hereby authorized to finalize and execute the Lease Agreement, and any other documents as may be reasonably necessary to complete the transaction authorized herein provided that the documents shall be in a form acceptable to the County Attorney.

**Section 3.** This Ordinance shall be published within one (1) week after adoption in accordance with law.

**Section 4.** This Ordinance shall be effective thirty (30) days after its adoption.

**Section 5. Severability.** Should any section, paragraph, clause or provision of this ordinance, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

**Section 6. Repealer.** All ordinances or resolutions, or parts thereof, inconsistent herewith are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

**ADOPTED** this 20<sup>th</sup> day of May 2025.

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

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**Theresa Cull,  
Council Chair**

**ATTEST: (Seal)**

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**Michael D. Redondo,  
Los Alamos County Clerk**



## INCORPORATED COUNTY OF LOS ALAMOS LEASE AGREEMENT

This **LEASE AGREEMENT** (this "Lease") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County" or "Lessor"), and the **Los Alamos Dog Obedience Club, Inc.**, a New Mexico non-profit corporation ("Lessee"), and is executed on the date(s) set forth opposite the signatures of the representatives of County and Lessee, to be effective for all purposes July 1, 2025.

For and in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Lessee agree as follows:

**1. PREMISES:** County hereby leases to Lessee the following described property ("Premises" or "Property"):

A portion of Lot 3 La Sombra Subdivision within Eastern Area #2 County of Los Alamos, NM, located at 246 East Road, Los Alamos, New Mexico, consisting of approximately 3,150 square feet and as shown in Exhibit "A", which attached hereto and made a part hereof for all purposes.

**2. GENERAL CONDITIONS:**

- A. All improvements placed on the Premises by Lessee shall remain the sole property of Lessee unless abandoned by Lessee.
- B. Lessee shall use the Premises to provide dog obedience training and other related activities, and for no other purpose without the express written consent of County. Lessee shall provide trained, qualified volunteers to teach a variety of dog obedience training classes each year. Lessee shall provide County with a schedule of classes throughout the term of this Lease.
- C. Lessee shall pay all charges for water, electricity, gas, sewer, telecommunication services and installation, including internet, refuse and other utilities attributable to the Premises.
- D. County shall have no obligation with respect to construction, maintenance or repair of any building, structure or equipment on the Premises. Any building, fixture, equipment, or personal property remaining on the Premises after expiration or termination of this Lease shall be deemed abandoned by Lessee. Lessee shall repair any damage to the Premises resulting from Lessee's removal of its property from the Premises. Notwithstanding the foregoing, if County elects to terminate this Lease in accordance with Paragraph 3 herein, Lessee shall have the right to enter upon the Premises for purposes of removing any building, fixture, or personal property belonging to Lessee for a period ending ninety (90) days after the date of County's notice electing to terminate this Lease and any such property remaining on the Premises after the expiration of such period shall be deemed abandoned.

- E. Lessee shall not make any alterations, additions or improvements to the Premises without the prior express written consent of County. County may require, at County's option, removal of any alterations, additions or improvements made without County's prior written consent. Any such removal shall be at Lessee's sole expense and Lessee shall return the Premises to its original condition prior to the alterations, additions or improvements.
  - F. Lessee shall maintain the Premises in good order and repair and in a neat and clean condition.
  - G. Lessee shall take all reasonable precautions to protect the health and safety of the public or any person or persons using or occupying the Premises, and to minimize danger from all hazards to life and property. Lessee shall comply with all applicable health, safety and fire protection rules, laws, regulations and requirements of the federal and state governments, County, and any other regulatory body. Upon written request from the Lessee, County reserves the sole right to determine if circumstances warrant cancellation of an event, or if an alternate activity may be substituted.
  - H. With respect to the Premises, Lessee shall enforce County's ordinance with respect to all ordinances and code provisions, including the prohibition of smoking, including e-cigarettes, in public buildings and shall prohibit smoking, including e-cigarettes within the Premises.
  - I. County shall have the right to inspect the Premises at such reasonable times as County may deem appropriate.
  - J. Lessee's use and occupancy of the Premises shall be subject to all applicable Los Alamos County ordinances that are now, or that may be, in effect, and reasonable rules that may be implemented by County. County reserves the right to implement and modify, from time to time, reasonable rules applicable to the use of the Premises.
  - K. Any signs desired by Lessee to indicate Lessee's name and location shall be prepared and installed only after expressed written approval by County and in accordance with all County requirements. Posting signs or informational boxes on the gates of County Parks, including County dog parks, is prohibited.
3. **TERM:** The term of this Lease (the "Term") shall commence on July 1, 2025, and extend through June 30, 2030, unless sooner terminated as herein provided. Lessee may terminate this Lease at any time by giving County ten (10) days' advance written notice. County may terminate this Lease, effective June 30<sup>th</sup> of each year, upon at least ten (10) days' advance written notice of such termination, or at any time upon ninety (90) days' advance written notice if County wishes, at its sole discretion.
4. **HOLDOVER BY LESSEE:** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or earlier termination of this Lease. Should Lessee remain in possession of the Premises after the expiration of this Lease with the consent of County, a new tenancy from month to month shall be created between County and Lessee, the monthly rent shall be increased by 3% (three percent) of the monthly rental payment applicable during the month immediately preceding such expiration or earlier termination, Lessee's right to possession shall be terminable by ten (10) days' written notice served by either County or Lessee on the other party to this Lease, and all other terms and conditions of this Lease shall continue to apply. Nothing contained herein shall be construed as consent from County to any holding over by Lessee. Lessee shall indemnify, defend, and hold County harmless from and against any and all claims, demands, actions, losses, damages, obligations, costs and

expenses, including without limitation attorneys' fees incurred or suffered by County by reason of Lessee's failure to surrender the Premises on the expiration or earlier termination of this Lease in accordance with the provisions of this Lease.

5. **TAXES:** Lessee shall pay all county, municipal, and school district or other taxes assessed and levied against all personal property stored, kept or maintained on the Premises. Failure to pay such taxes when due shall constitute an event of default hereunder.
6. **NON-DISCRIMINATION:** During the term of this Lease, Lessee shall not discriminate in regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status of anyone, either an employee, volunteer, or member of the public for which the Property is to be utilized under this Lease.
7. **CONSIDERATION:** Beginning July 1, 2025, Lessee shall pay County the sum of TWO HUNDRED THIRTY-THREE DOLLARS (\$233.00) per month as rent. The monthly rental shall increase three percent (3%) per year beginning on July 1<sup>st</sup> of each subsequent year. Payments shall be payable in advance and shall be due on or before the last day of each month. In addition, during the term of this Lease, Lessee shall provide the equipment and personnel necessary to provide the services identified below:
  - A. Lessee shall reduce any class, workshop, or training session fees by thirty percent (30%) for individuals who adopt a dog from an animal shelter within the previous twelve (12) months. On a quarterly basis, Lessee shall provide County with proof of class, workshop or training session(s), and proof of adoption(s), indicating the participant(s) name, date of class, workshop or training session(s), and discounted amount(s).
  - B. County shall reduce Lessee's rent by TWENTY-FIVE DOLLARS (\$25.00) per dog, with a maximum of THREE HUNDRED FIFTY DOLLARS (\$350.00) annually, that is either:
    - 1) adopted from an animal shelter within the previous twelve (12) months; or
    - 2) that is within the care and custody of the Los Alamos Animal Shelter;and that completes any class, workshop, or training session provided by Lessee.

On a quarterly basis, Lessee shall provide County with proof of class, workshop or training session(s), and proof of adoption(s) or ownership, in the case of dogs within the care and custody of the Los Alamos Animal Shelter, indicating the participant(s) name, date of class, workshop or training session(s), and discounted amount(s).
  - C. At least once annually during the term of this Lease, Lessee shall conduct dog obedience workshops, training sessions, or demonstrations that are open to the public at no charge, and disseminate workshop or training information through news media, social media, or other appropriate means...
  - D. Lessee shall disseminate information on dog health and welfare, including County policies, codes, or ordinances, on at least four (4) occasions through a variety of public educational opportunities.
  - E. Lessee shall provide qualified individuals, as may be reasonably available, to provide information and guidance on dog-related questions and/or problems as requested by Los Alamos County residents.

- F. Not less than annually during the Term, Lessee shall present an oral or written report, as requested, to the County Council or its designee which includes, at a minimum, the following elements:
- a. description of the programs and services that Lessee provided to County in the previous reporting period; and
  - b. accomplishments and/or highlights benefiting the public for the previous reporting period.

**8. INSURANCE:**

Property Insurance. Lessee is solely responsible for obtaining property or other insurance coverage it desires to protect its interests in the Property and in accordance with the terms and conditions herein. County shall not be responsible for or liable to Lessee for any losses incurred by Lessee, its agents, employees, guests, or visitors, for losses of any kind or nature resulting from this Lease or Lessee's use of the Premises.

General Liability Insurance. Lessee shall obtain and maintain general liability insurance coverage for itself and its volunteers and employees in an amount not less than ONE MILLION DOLLARS (\$1,000,000) throughout the term of this Lease. County shall be named as additional insured and shall be notified no less than thirty (30) days in advance in the event of cancellation of such insurance. County requires a copy of a Certificate of Insurance or other evidence of Lessee's obtaining and maintaining such insurance coverage as a condition prior to performing the tasks contained in this Lease.

- 9. RELATIONSHIP OF PARTIES:** The relationship of the parties is that of lessor and lessee. Lessee is not an agent or employee of County for any purpose. By providing in-kind services, Lessee shall have no authority to bind County to any agreement, contract, duty or obligation and Lessee shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty or obligation. Lessee understands that County is a local governmental entity and political subdivision of the State and may have certain immunities and privileges against any action in law or equity arising from this Lease.
- 10. APPLICABLE LAWS:** Lessee shall abide by all applicable federal, state, and local laws and regulations applicable to Lessee's use and occupancy of the Premises and its activities under this Lease. Lessee shall be responsible for obtaining any necessary licenses, permits, approvals or authorizations with respect to Lessee's use of or activities on the Premises. In any lawsuit or legal dispute arising from the operation of this Lease, Lessee agrees that the laws of the State of New Mexico shall govern. The parties hereby agree that venue shall be in the First Judicial District Court of New Mexico in Los Alamos County.
- 11. INDEMNITY:** Lessee shall indemnify, hold harmless, and defend County to the extent permissible by law from all liabilities, costs, claims, demands, actions (legal or equitable), cost and expenses (including attorneys' fees), of any kind or nature, arising out of or related to the use or occupancy of the Premises by Lessee, Lessee's employees, agents, or invitees or the in-kind services provided by Lessee hereunder.
- 12. DEFAULT:** In the event Lessee defaults in the payment of rent or other charges hereunder or shall otherwise breach its covenants of obligations hereunder and shall be and remain in default for a period of thirty (30) days after written notice from County to Lessee of such

default, County shall have the right and privilege of terminating this Lease. County may enter upon and take possession of the Premises and shall have the remedies now or hereafter provided by law for recovery of rent, repossession of the Premises and damages occasioned by Lessee's default. If County shall breach or be in default in the performance of any of the covenants or obligations of County and shall remain in default for a period of thirty (30) days after written notice from Lessee of such default, Lessee shall have, as its sole remedy, the right and privilege of terminating this Lease.

- 13. NOTICE:** Any notice required or permitted to be delivered pursuant to this Lease shall be deemed received when hand delivered to the other party or three (3) days after deposit in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to County or Lessee, as the case may be, at the address stated below:

Lessor:

Senior Management Analyst  
Community Services Department  
Incorporated County of Los Alamos  
1000 Central Avenue, Suite 310  
Los Alamos, New Mexico 87544

Lessee:

Contract Administrator  
Los Alamos Dog Obedience Club, Inc.  
246 East Road  
Los Alamos, New Mexico 87544

- 14. SALE OF PREMISES:** County reserves the right to offer the Premises for sale during the term of this Lease provided that County or its representatives shall give Lessee reasonable notice prior to entry on the Premises to show the Premises to a prospective purchaser and such entry shall not unreasonably interfere with Lessee's use of the Premises. Lessee shall keep the Premises free of all liens and encumbrances during the term of the lease.
- 15. SUBLETTING AND ASSIGNMENT:** Lessee may sublet the demised premises in whole or in part only with County's written consent in the sole discretion of County. Upon County's written consent, the making of any such sublease shall not release Lessee from or otherwise affect in any manner any of Lessee's obligations hereunder unless specifically agreed to by County. Lessee shall not assign or transfer this Lease or any interest herein, without the prior written consent of County, which consent shall not be unreasonably withheld, delayed or conditioned. A consent to an assignment shall not be deemed to be consent to any subsequent assignment. Any such assignment without consent shall be void.
- 16. DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY:** If at any time during the life of this Lease any part of the improvements on the Premises are damaged or destroyed by fire or other casualty, this Lease shall not be thereby terminated and neither the Term nor any of the obligations (including the payment of Total Rent) of either party under this Lease shall be reduced or affected in any way. If Lessee elects to rebuild, Lessee shall first submit to County, and secure County's written approval of, the plans for repairing or rebuilding, which approval shall not be unreasonably withheld. All proceeds of insurance obtained by Lessee shall become the absolute property of Lessee, and all proceeds of insurance obtained by County shall become the absolute property of County.
- 17. ENTIRE AGREEMENT:** This Lease supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the Premises and expresses the entire agreement and understanding between the parties with reference to said Premises. This Lease cannot be modified or changed by any oral promise by whosoever made, nor shall

any written modification of it be binding on County until it shall have been approved in writing by both County and Lessee.

**18. NOT CONSTRUED AGAINST DRAFTER.** County and Lessee acknowledge that they have read this Agreement, have had the opportunity to review it with an attorney of their respective choice, and have agreed to all its terms. Under these circumstances, County and Lessee agree that the rule of construction that a contract be construed against the drafter shall not be applied in interpreting this Agreement and that in the event of any ambiguity in any of the terms or conditions of this Agreement, including any Exhibits or Schedules hereto, such ambiguity shall not be construed for or against any party hereto on the basis that such party did or did not author same. Therefore, in the event of any dispute between the Parties, as a matter of law, the provisions of this Agreement shall not be construed against or in favor of either Party solely as a consequence of such Party's preparation, or lack of preparation, of this Agreement.

**19. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES.** Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

**20. DUPLICATE ORIGINAL DOCUMENTS.** This document may be executed in two (2) counterparts, each of which shall be deemed an original.

**IN WITNESS WHEREOF,** the parties have executed this Lease in duplicate original on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes as of the date of last signature.

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

\_\_\_\_\_  
**MICHAEL D. REDONDO**  
COUNTY CLERK

BY: \_\_\_\_\_  
**ANNE W. LAURENT**                      **DATE**  
COUNTY MANAGER

**APPROVED TO FORM:**

\_\_\_\_\_  
**J. ALVIN LEAPHART**  
COUNTY ATTORNEY

**LOS ALAMOS DOG OBEDIENCE CLUB INC.,**  
**a New Mexico non-profit corporation**

BY: \_\_\_\_\_  
**NAME:** \_\_\_\_\_ **DATE**  
**ITS:** \_\_\_\_\_



**EXHIBIT "A" TO LSE25-971**



**THE AREA OUTLINED IN RED IN THE AERIAL DEPICTION OF THE PREMISES ABOVE REPRESENTS THE APPROXIMATE BOUNDARIES OF THE LEASED PREMISES LOCATED AT 246 EAST ROAD.**