ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 10/05/15
FOR CITY COUNCIL MEETING OF 10/14/15

ISSUE:

10. Santa Fe Boys & Girls Club of Santa Fe. (David Chapman)
    - Request for Approval of Memorandum of Agreement – Allocation of $50,000 for Zona del Sol Facility.
    - Request for Approval of Professional Services Agreement – City of Santa Fe to Act as Fiscal Agent and Project Manager.
    - Request for Approval of Budget Increase in the Amount of $50,000.

FINANCE COMMITTEE ACTION:

Approved as Discussion item.

FUNDING SOURCE: 31714.490010/32714

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, SEPTEMBER 28, 2015

ITEM 8

SANTA FE BOYS & GIRLS CLUBS OF SANTA FE

a) REQUEST FOR APPROVAL OF A MEMORANDUM OF AGREEMENT WITH SANTA FE COUNTY FOR A $50,000 ALLOCATION FOR THE BOYS & GIRLS CLUBS OF SANTA FE'S ZONA DEL SOL FACILITY
b) REQUEST FOR APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH THE BOYS & GIRLS CLUBS FOR THE CITY TO BE FISCAL AGENT AND PROJECT MANAGER
c) REQUEST FOR APPROVAL OF A PROJECT BUDGET INCREASE **(DAVID CHAPMAN)**

PUBLIC WORKS COMMITTEE ACTION: Approved A, B, and C

FUNDING SOURCE: 31714.490010 / 32714

SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO			
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	X		
COUNCILOR DOMINGUEZ	Excused		
COUNCILOR IVES	X		

City of Santa Fe, New Mexico

memo

Date: September 28, 2015

TO: Public Works Department, CIP & Land Use Committee

VIA: Isaac J. Pino, P.E., Public Works Department Director

FROM: David A. Chapman, Grant Administrator - Grant Writer / Interim ADA Coordinator

ITEM & ISSUE

1. Request approval of MOA for a $50,000 allocation from Santa Fe County for the Boys & Girls Clubs of Santa Fe's Zona del Sol facility located at 6600 Valentine Way Bldg. A, Santa Fe, New Mexico 87507. The MOA is for the acquisition and installation of playground equipment.
2. Request approval of PSA between the City of Santa Fe and the Boys and Girls Clubs for the City to be the fiscal agent and project manager for this project.
3. Request approval to increase project budget as indicated.

BACKGROUND & SUMMARY

On August 28, 2015 the Santa Fe County Board of County Commissioners approved a $50,000.00 allocation to the City of Santa Fe for the Boys and Girls Clubs south side facility at Zona del Sol.

The Zona del Sol location was established to provide a service hub for youth and their families in the heart of the south side of Santa Fe where youth providers could bring their services to that location.

The Zona del Sol property and building are owned by the City of Santa Fe and is leased to the Boys & Girls Clubs of Santa Fe.

BUDGET

Increase Business Unit # 31714.491010 by $50,000.00
Increase Business Unit # 32714.571700 by $50,000.00

ACTION

Please recommend to the Finance Committee approval of this $50,000 allocation and Professional Services Agreement and increase the business unit.

Enc.: MOA
PSA
Lease Agreement
BAR
Summary of Contracts

c: Brian K. Snyder, City Manager
Oscar S. Rodriguez, Finance Department Director

MEMORANDUM OF AGREEMENT BETWEEN SANTA FE COUNTY AND THE CITY OF SANTA FE

THIS MEMORANDUM OF AGREEMENT (hereinafter, "Agreement") is entered on this the _____ day of _____ 2015, by and between Santa Fe County (hereinafter referred to as "County"), a New Mexico political subdivision, and the City of Santa Fe, (hereinafter referred to as the "City") and collectively referred to as the "Parties".

RECITALS

WHEREAS, the City and County are dedicated to the improvement and betterment of services directed towards local youth; and

WHEREAS, Zona del Sol was established to provide a service hub for youth and their families in the heart of the south side of the City of Santa Fe and a location where youth service providers could make their services available; and

WHEREAS, the Zona del Sol property owned by the City and leased to the Boys & Girls Clubs of Santa Fe is in need of interior and exterior renovations; and

WHEREAS, on April 28, 2015, the Santa Fe County Board of County Commissioners approved a $50,000.00 allocation to the City of Santa Fe for improvements and renovations for the newly established Boys and Girls Clubs south side facility located at Zona del Sol; and

WHEREAS, the Parties agree the improvements described by this Agreement is of mutual interest and benefit to the County and City and that the $50,000.00 allocation will be expended to improve City-owned property.

NOW, THEREFORE, the Parties mutually agree as follows:

1. DUTIES OF THE PARTIES

A. The City shall:

No later than June 30, 2016, provide the County with an invoice for expenses incurred by the City for the acquisition and installation of playground equipment the Zona Del Sol south side Boys and Girls Club facility.

B. The County shall:

Upon receipt of an invoice from the City, the County shall process one payment to the City for the costs incurred for the renovations and improvements to the Zona Del Sol facility. Payment to the City shall not exceed Fifty Thousand Dollars ($50,000.00), inclusive of NM gross receipts tax.

2. NOT TO EXCEED REIMBURSEMENT

County funds to be paid under this Agreement shall not exceed Fifty Thousand Dollars, ($50,000.00), inclusive of NM gross receipts tax.

3. TERM AND TERMINATION

This Agreement shall, upon due execution by all Parties, become effective as of the date first written above and shall terminate on June 30, 2016 unless earlier terminated as indicated below or extended by the mutual written agreement of the Parties.

This Agreement may be terminated by either Party upon delivery of a written notice delivered to the other Party at least thirty (30) days prior to the intended date of termination. By such termination, neither Party may nullify or avoid any obligations incurred prior to the date of termination, including reimbursing the City for costs incurred for renovations and improvements to the Zona Del Sol south side Boys and Girls Club facility.

4. ASSIGNMENT

The County or City shall not assign or transfer any interest or rights in this MOA without the advance written approval of the other Party. Any attempted assignment or transfer without the other Party's advance written approval shall be null and void and without any legal effect.

5. LIABILITY

Each Party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this MOA. Each Party shall be liable for its actions in accordance with this MOA. Any liability incurred by the County or the City in connection with this MOA is subject to the immunities and limitations of the New Mexico Tort Claims Act NMSA 1978, Section 41-4-1, et seq. and as amended. The County, 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 MOA modifies or waives any provision of the New Mexico Tort Claims Act.

6. AMENDMENT

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

7. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico and the governing body of the City and the County for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by the terminating Party to the other Party. Any Party's decision as to whether sufficient appropriations are available shall be accepted by the other Party and shall be final.

8. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of New Mexico and the ordinances of the City of Santa Fe.

9. ACCOUNTABLITY

During the term of this Agreement and for a period of three (3) years thereafter, each Party will maintain accurate and complete records of all disbursements made and monies received by each under this Agreement; and, upon receipt of reasonable written request, each shall make such records available to the other Party and to the public, including any federal, state or local authority during regular business hours.

10. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims or interests upon a person not a party to this Agreement.

11. SUCCESSORS AND ASSIGNS:

This Agreement will inure to the benefit of the Party's successors or assigns.

12. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties and supersedes any prior agreements or understandings with respect to the subject of this Agreement. No changes, amendments or alterations to this Agreement will be effective unless such amendments are in writing and signed by the Parties.

13. NOTICES

Any notice required by this Agreement shall be given in writing to the Parties designated below. Notice shall be effective when delivered personally to any party, or three business days after deposited, postage fully prepaid, registered or certified, in an official receptacle of the U.S. Postal Service.

City: Brian Snyder, City Manager
City of Santa Fe
P. O. Box 909
Santa Fe, New Mexico 87504-0909

County: Katherine Miller, County Manager
Santa Fe County
P. O. Box 276
Santa Fe, New Mexico 875010-0276

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date written below.

SANTA FE COUNTY

Katherine Miller, County Manager — Date: 8.25.15

Approved as to form:

Gregory S. Shaffer, County Attorney — Date: 8/21/15

Finance Department

Carole H. Jaramillo, Finance Director — Date: 8/25/15

CITY OF SANTA FE

_____

JAVIER M. GONZALES, MAYOR

DATE:_____

ATTEST:

_____
YOLANDA Y. VIGIL,
CITY CLERK

APPROVED AS TO FORM:

_____
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

_____
OSCAR S. RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

_____
BUSINESS UNIT/LINE ITEM
dac

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is entered on this the _____ day of _____ 2015, by and between the City of Santa Fe, (hereinafter referred to as "City"), and the Boys and Girls Clubs of Santa Fe (the "Contractor") and collectively referred to as the "Parties".

RECITALS

WHEREAS, on April 28, 2015 the Santa Fe County Board of County Commissioners approved a $50,000.00 allocation to the City of Santa Fe for the Boys and Girls Clubs of Santa Fe southside facility at Zona del Sol;

WHEREAS, all funds will be expended to improve City-owned property;

WHEREAS, Zona del Sol was established to provide a service hub for youth and their families in the heart of the southside of Santa Fe where youth providers could bring their services to that location;

WHEREAS, the Zona del Sol property owned by the City and leased to the Boys and Girls Clubs of Santa Fe is in need of interior and exterior improvements;

WHEREAS, the Boys and Girls Clubs of Santa Fe is the oldest provider of youth services in Santa Fe and is the only organization providing these services in the neighborhoods where its members reside;

WHEREAS, the mission of the Boys and Girls Clubs of Santa Fe is to inspire and enable all young people, especially those from disadvantaged circumstances, to realize their full potential as productive, responsible and caring citizens;

WHEREAS, the City and County are dedicated to the improvement and betterment of services directed towards local youth;

WHEREAS, the Parties agree the improvements described by this Agreement are of mutual interest and benefit to the County and City;

WHEREAS, the Boys and Girls Clubs of Santa Fe desires to use its funds for this purpose to then be reimbursed by the County through the City as fiscal agent;

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Make the following improvements to the Boys and Girls Clubs of Santa Fe at their Zona del Sol facility in the southside of Santa Fe.

1) Construct an asphalt or concrete basketball court with appropriate markings and install basketball equipment on court
2) Acquire and install playground equipment
3) Make interior and/or exterior improvements to the Zona del Sol Boys and Girls Clubs facility

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in one lump sum full payment for services rendered a sum not to exceed Fifty Thousand Dollars ($50,000.00), inclusive of New Mexico gross receipts tax.

B. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed of actual costs and expenses with copy of invoice(s) and copy of payment(s). Compensation shall be paid only for actual costs and expenses and services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and

authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 15, 2016 unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, 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, 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. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor 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 whatsoever arising from Contractor's

performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. 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.

15. 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 Contractor. 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.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and

all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
David A. Chapman
P.O. Box 909
Santa Fe, N.M. 87501

Contractor:
Boys and Girls Clubs of Santa Fe
730 Alto Street
Santa Fe, N.M. 87501

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

Date:_____

CONTRACTOR:
Boys and Girls Clubs of Santa Fe

NAME & TITLE

Date:_____

CRS#01-505913-00-8
City of Santa Fe Business
License # 15-00073585

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR S, RODRIGUEZ, FINANCE DIRECTOR

31714.490010
Business Unit Line Item

Project Timeline

	Project	Project #	Estimated time to complete project	Amount	Expiration	Project Manager	Scope
1	La Comunidad de los Ninos Head Start	13-L-1774	18 months	$ 50,000.00	06/30/2017	Chapman	"To plan, design, purchase and install playground improvements and equipment at La Comunidad de los Ninos Head Start Facility in Santa Fe."
	Documents through Governing Body	P/W 9/28/15; Finance 10/5/15, City Council 10/14/15					
	Budgeting & Purchase Order	10/15/15 - 10/21/15					
	Playground fence replacement	11/1/15 - 12/31/15					
	Playground retaining wall	3/1/15 - 6/30/16					

	Project	Project #	Estimated time to complete project	Amount	Expiration	Project Manager	Scope
2	B&G Clubs of Santa Fe	MOA No. 2016-0090-CM/BT	7 Months	$ 50,000.00	06/15/2016	Chapman	1) Construct an asphalt or concrete basketball court with appropriate markings and install basketball equipment on court. 2) Acquire and install playground equipment. 3) Make interior and/or exterior improvements to the Zona de Sol Boys & Girls Clubs facility
	Documents through Governing Body	P/W 9/28/15; Finance 10/5/15, City Council 10/14/15					
	Budgeting & Purchase Order	10/15/15 - 10/21/15					
	Start construction of basketball court, weather permitting	10/22/15 - 11/16/15					
	Start construction of basketball court, weather NOT permitting	3/01/16 - 5/30/16					
	Playground and grass turf	3/15/16 - 5/30/16					

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

☑ **FOR:** ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor City of Santa Fe

☑ Complete Information requested Plus GRT

☐ x Inclusive of GRT

Original Contract Amount: $50,000.00

Termination Date: June 30, 2016

☐ Approved by Council Date: Scheduled for 9/30/15

☐ or by City Manager Date: _____

Contract is for:

Amendment # n/a to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Amendment is for:

☐ **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT

☐ Inclusive of GRT

Amount $ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ _____

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

☐ RFQ _____ Date: _____

☐ Sole Source _____ Date: _____

Other MOA between Santa Fe County and the City of Santa Fe

6 **Procurement History:** 1 year contract
example: (First year of 4 year contract)

7 **Funding Source:** County **BU/Line Item:** 31714-490010 32714.490010

8 **Any out-of-the ordinary or unusual issues or concerns:**
No
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** David A. Chapman

Phone # x 2012

☑ **Certificate of Insurance attached.** (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

On August 28, 2015 the Santa Fe County Board of County Commissioners approved a $50,000.00 allocation to the City of Santa Fe for the Boys and Girls Clubs south side facility at Zona del Sol.

The Zona del Sol location was established to provide a service hub for youth and their families in the heart of the south side of Santa Fe where youth providers could bring their services to that location. The funding will be used for:

The Zona del Sol property and building are owned by the City of Santa Fe and is leased to the Boys & Girls Clubs of Santa Fe.
The Funding will be used for:
1) Construct an asphalt or concrete basketball court with appropriate markings
2) Acquire and install basketball equipment
3) Acquire and install playground equipment
4) Make interior and exterior improvements to the Zona Del Sol Boys & Girls Club facility
5) The statement of costs and expenses shall not exceed Fifty Thousand Dollars ($50,000.00), inclusive of NM gross receipts tax.

Client#: 755301 SFBOYSGI2

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/16/2015

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 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 HUB International Ins Svcs Inc 611 National Avenue Las Vegas, NM 87701 505 425-9325	CONTACT NAME: Barbara Chavez-Martinez PHONE (A/C, No, Ext): 505-425-2081 FAX (A/C, No): 877-377-7539 E-MAIL ADDRESS: barbara.chavez@hubinternational.com
INSURED Santa Fe Boys & Girls Club P O Box 2403 Santa Fe, NM 87504-2403	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Great American Insurance Compan — 16691 INSURER B: Great American Insurance Compan — 16691 INSURER C: New Mexico Mutual Casualty Comp INSURER D: RSUI Indemnity INSURER E: INSURER F: CA License #0757776

COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X		PAC0738772	06/01/2014	06/01/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $3,000,000 $1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X		CAP0738773	06/01/2014	06/01/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [X] CLAIMS-MADE [ ] DED [X] RETENTION $10,000			UMB0738774	06/01/2014	06/01/2015	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		15732121	02/14/2015	02/14/2016	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$100,000 $100,000 $500,000
D	D&O			NHP657360	06/01/2014	06/01/2015	$1,000,000	

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

City of Santa Fe is additional insured as respects property located at: 6600 Valentine Way, Bldg A, Santa Fe, NM 87507.

CERTIFICATE HOLDER

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

CANCELLATION

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

Robert A. Markock

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BC02

15-09.004.PW

City of Santa Fe, New Mexico
BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME				DATE
Public Works Department				09/04/2015
		<--(Finance Dept Use Only)-->		
ITEM DESCRIPTION	BU / LINE ITEM	SUBLEDGER / SUBSIDIARY	DR / (CR)	INCREASE	DECREASE
Revenue - Santa Fe County	31714.491010			50,000	
Grants & Services	32714.571700			50,000	
			TOTAL		$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

For the City to accept a $50,000 grant from Santa Fe County for the Boys & Girls Club Zona Del Sol facility for playground and basketball court. The City will serve as the fiscal agent and project manager for the project.

David A. Chapman 9/4/15
Prepared By — Date

Division Director — Date

Isaac J. Pino 9-23-15
Department Director — Date

CITY COUNCIL APPROVAL
City Council Approval Required: Y
City Council Approval Date: Pending 10/14/15
Agenda Item #: TBD

9/30/15
Budget Officer — Date

9-30-2015
Finance Director — Date

City Manager — Date

ITEM # 15-0250

LEASE AGREEMENT
BETWEEN
THE CITY OF SANTA FE AND SANTA FE BOYS AND GIRLS CLUB, INC.

This LEASE AGREEMENT (Lease Agreement) is made and entered into this 15TH day of April, 2015 by and between the City of Santa Fe, a Municipal Corporation (Lessor) and Santa Fe Boys and Girls Club, Inc., a New Mexico not-for-profit Corporation (Lessee), the "Parties".

WITNESSETH:

In consideration of the Lessee's promises herein, Lessor hereby gives the Lessee a Lease Agreement, revocable and terminable as hereinafter provided, to enter on, make use of, and develop the real property of the Lessor as follows:

1. **PREMISES**

The Lessor allows the Lessee to use, occupy, and develop, subject to the terms and conditions of this Lease Agreement, Tract 23 of Phase 1B, Unit 1 of the Tierra Contenta Subdivision located within the City and County of Santa Fe consisting of 5.403 acres of land (the Land) and an existing eight thousand ninety-two square-foot (8,092 SF) building upon the Land (the Building) (together the Land and the Building comprise the Premises), as more fully described and shown on a survey plat prepared by Southwest Mountain Surveys, Inc., to be provided by the Lessor within forty-five (45) days of the Effective Date of this Lease Agreement. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises.

2. **EFFECTIVE DATE**

This Lease Agreement shall become effective April 15, 2015 (the Effective Date).

3. **LEASE TERM**

The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement shall consist of an "Initial Term" of twenty years (20) years with three (3) "Optional Additional Terms" of ten (10) years each. The Initial Term and any Optional Additional Terms are hereinafter referred to collectively as the "Term".

Lessee's exercise of any Optional Additional Term is contingent upon compliance with this Lease Agreement and with proper written notice by Lessee to Lessor at least one hundred eighty (180) days prior to the expiration of the Initial Term or any Optional Additional Term. In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may, at the sole option of Lessor, be continued as a month-to-month tenancy. During any such month-to-month tenancy, the Rent due shall be prorated and payable on a monthly basis, and the terms and conditions of the Lease Agreement shall be otherwise applicable.

4. **USE OF PREMISES**

A. Provision of Specific Services. Lessee shall use and develop the Premises, and/or cause the Premises to be used and developed, solely for the specific purpose of delivering youth and family social, educational, and recreational services to residents of the City and County of Santa Fe (the Services). The Lessee agrees to actively use and develop the Premises, and/or cause the Premises to be actively used and developed, to deliver the above Services. The Services provided by the Lessee may be modified from time to time by written agreement of the Parties to account for

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changes in community needs, changes in Lessee's and/or Lessee's Sublessee's capacities to provide new or different services, or other similar changes attributable to the passage of time.

B. Development Plan. The Lessor reserves the right to formulate and adopt a "Development Plan" for the Land in accordance with and in furtherance of the intended use of the Premises as provided in Section 4.A above. Lessor agrees to consult, plan, and work together in good faith with the Lessee to formulate any such Development Plan. Any such adopted Development Plan may be amended from time to time by the Lessor in consultation with the Lessee to account for changes in community needs, changes in Lessee's and/or Lessee's Sublessee's capacities to provide new or different services, or other similar changes attributable to the passage of time.

Upon adoption of any such Development Plan, the Parties agree to amend this Lease Agreement to include such Development Plan as an exhibit. Should any such adopted Development Plan be amended, the Parties agree that such amended Development Plan shall replace and supersede any previously adopted or amended Development Plan and to amend this Lease Agreement to include such amended Development Plan.

C. Development of the Premises. Lessee may, with the written consent of the Lessor and at no cost to the Lessor, develop the Premises as it deems necessary in furtherance of the intended use of the Premises as provided in Section 4.A above and in accordance with the adopted Development Plan, if any. For the purposes of this Lease Agreement, development shall include: (i) construction of new buildings, structures or site improvements; and/or (ii) improvements or alterations to the Building or to other existing structures or site improvements upon the Land.

D. Ownership of Improvements. Lessee or its Sublessee(s) shall own any improvements that the Lessee or its Sublessee(s) place, or cause to be placed, upon the Land during the Term of this Lease Agreement, unless the Parties agree otherwise in writing. Upon termination of this Lease Agreement title to any and all such improvements shall pass to the Lessor.

E. Trade Fixtures. All trade fixtures installed by Lessee after the Effective Date of this Lease Agreement shall remain the property of Lessee, who may remove the same upon termination of this Lease Agreement, provided that removal shall be done in such a manner as not to injure or damage the Premises.

In the event that Lessee fails to remove the trade fixtures, Lessor may require Lessee to remove the same. In the event that Lessee fails to remove said trade fixtures after receipt of notice from Lessor, Lessor may remove and dispose of the same as it sees fit and Lessee agrees to sell, assign, transfer and set over to Lessor all of Lessee's right, title and interest in and to said trade fixtures and any personal property not removed by the Lessee. Lessee further agrees that should Lessor remove said trade fixtures pursuant to this paragraph, that Lessee shall pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposal thereof.

F. Repairs and Maintenance. Lessee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises. Lessee 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 and replacements that arise during the Term of this Lease Agreement.

G. Compliance with Laws. Use of the Premises shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (§10-7

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SFCC 1987) (the "Pest Management Policy"). For the purposes of this Lease Agreement, Lessee's compliance with the Pest Management Policy shall consist of (i) refraining from the use of pesticides of any kind on the Premises that do not comply with the Pest Management Policy, and (ii) notifying the Lessor immediately if the need for pest management services arises.

5. SUBLEASE

A. Lessee's Right to Sublease. In furtherance of the Lessee's use and development of the Premises pursuant to Section 4 of this Lease Agreement, with the written consent of the Lessor, Lessee shall sublease portions of the Premises to other not-for-profit organizations or community groups (each hereinafter a Sublessee) that provide Services. Lessee shall be the "Sublessor" to any Sublessee(s) of the Premises. Lessee shall provide copies of all Sublease agreements to Lessor upon request.

B. Construction by Sublessees. Approved Sublessees may construct their own improvements with the written consent of the Lessor after review and approval by the Lessor of any and all construction documents related to the proposed improvements.

Sublessees who own their improvements may sell or lease their improvements to another organization or business entity with the written approval of the Lessor, which approval shall not be unreasonably withheld provided that, in the sole discretion of the Lessor, the purchasing or leasing entity provides Services in accordance with Section 4 of this Lease Agreement.

C. Existing Sublessees. With the exception of the existing Sublessees listed in this Section 5.C, this Lease Agreement does not constitute Lessor's consent for Lessee to sublease the Premises to any existing Sublessee or tenant in occupation of any portion of the Premises as of the Effective Date of this Lease Agreement.

Notwithstanding the above paragraph, the Lessor hereby consents, subject to the provisions of this Lease Agreement, to the Sublease and continued use of the Land and provision of Services by the YMCA of Central NM (YMCA) and the continued presence of the YMCA's facilities upon the Land in accordance with any existing agreements in place prior to the Effective Date of this Lease Agreement. Lessee hereby agrees that it shall become the Sublessor to the YMCA and that the YMCA shall become a Sublessee pursuant to this Lease Agreement.

6. RENT

Rent shall be paid as follows:

A. Rent during Initial Term. Lessee, for and in consideration of this Lease Agreement and the demise of the Premises by Lessor to Lessee, hereby agrees and covenants with the Lessor to pay for said Premises the annual fair market value rent (the Rent) as established by a real estate appraisal prepared by Hippauf & Associates, an MAI-certified appraiser licensed by the State of New Mexico (the 2015 Appraisal), to be provided by the Lessor. Rent during the Initial Term shall be subject to increases in accordance with Section 6.C below.

The Parties agree that, in the event that the 2015 Appraisal is not completed on or before the Effective Date, the Lessee may use and occupy the Premises provided that at the time Rent is established by the completed 2015 Appraisal, the Rent will be applied retroactively to the Effective Date.

B. Rent during any Optional Additional Term(s). The Rent for any Optional Additional Term(s) of this Lease Agreement shall be established by a real estate appraisal prepared by an MAI-certified appraiser licensed by the State of New Mexico to be provided by the Lessee for Lessor's

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approval at least forty-five (45) days prior to the commencement of any such Optional Additional Term(s). In no case shall the Rent for any Optional Additional Term(s) be less than the Rent during the last year of the previous term plus two and one-half percent (2.5%). Rent during any Optional Additional Term(s) shall be subject to increases in accordance with Section 6.C below.

C. Increases in Rent. Rent shall be adjusted every five (5) years during the Term of this Lease Agreement, beginning on April 15, 2020. At each time of adjustment the Rent shall be increased by an amount calculated by multiplying the previous year's Rent by twelve and one-half percent (12.5%).

D. Provision of Services to Offset Monetary Rent. During the Term of and in consideration of this Lease Agreement, the Lessee shall offset the monetary Rent due by providing to the citizens of the City and County of Santa Fe the Services described in Section 4 of this Lease Agreement. In addition, the Lessee shall permit its Sublessee(s) to provide such Services in lieu of or in addition to monetary Rent and to the extent that it does so, the Lessee may apply the value of such Services to the Rent due hereunder. The monetary value of the Services provided by the Lessee during any lease year shall meet or exceed the Rent due for that lease year.

E. Annual Service Value Statement. Beginning on May 15, 2016 and on May 15 of each subsequent lease year during the Term of this Lease Agreement, Lessee shall submit to Lessor a statement (the Annual Service Value Statement) itemizing each type and corresponding monetary value of Services delivered during the prior lease year and containing a statement from a third-party auditor that the provision of Services for the prior lease year has met the requirements of this Section 6. The Lessor may adopt a required form for the Annual Service Value Statement and such adopted form may be modified from time to time by the Lessor.

F. Exclusions. Lessee shall exclude from the value of any Services the amount of any governmental subsidy or payment for Services received by the Lessee for providing such Services or the amount paid by members of the public for such Services.

G. Review by Lessor. Lessor shall evaluate the Lessee's Annual Service Value Statement and provide a written acceptance or rejection of the Annual Service Value Statement to the Lessee. Lessor may, in its sole discretion, request any such additional information and documentation as it deems necessary to evaluate any Annual Service Value Statement. Lessee's failure to provide such requested information within forty-five (45) days of Lessor's request is cause for Lessor's termination of this Lease Agreement. Lessor's determination regarding the monetary value of Services shall be final and binding and not subject to challenge by Lessee in any forum.

Notwithstanding anything in this Section 6 to the contrary, Lessor's failure provide written acceptance or rejection of the Annual Service Value Statement or to request additional information and documentation from the Lessee within forty-five (45) days of the Lessor's receipt of any Annual Service Value Statement shall be deemed to be acceptance of such Annual Service Value Statement by the Lessor.

H. Rent Shortfalls. Should the monetary value of the Services in any year not equal or exceed the Rent due in that year (Rent Shortfall), then Lessee shall pay to Lessor the amount of the Rent Shortfall in monetary Rent. Notwithstanding anything to the contrary in the foregoing sentence, the Lessor may agree to allow the Lessee to provide additional Services to offset any Rent Shortfall and in such event the Parties agree to negotiate in good faith to determine the nature, extent, and schedule for provision of such additional Services.

I. No Compensation by Lessor. In no event shall the Lessor be required at any time,

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including at the end of the Term of this Lease Agreement, to compensate the Lessee in any way for any excess Services. In the event of the termination of this Lease Agreement prior to the end of the Term, for any cause, the Lessee shall forfeit any excess Services not applied to Rent.

7. UTILITIES

Beginning on the Effective Date and until the termination of this Lease Agreement, the costs of any and all natural gas, electricity, telephone, cable or satellite television, internet or wireless, or security alarm services and any and all domestic or irrigation water, sanitary sewer, and solid waste collection fees shall be paid by the Lessee. The Lessee may assess and collect from its tenants and Sublessees portions of the above costs on a pro rata basis as the Lessor deems necessary.

8. TAXES

Lessee shall pay all taxes levied and assessed upon any personal property, buildings, fixtures and improvements belonging to Lessee and located upon the demised premises, and all leasehold and possessory interest taxes levied or assessed by any proper taxing authority.

9. ASSIGNMENT OR TRANSFER

Lessee shall not assign or otherwise transfer this Lease Agreement, without the written consent of the Lessor. Any such actions taken by Lessee shall result in the immediate termination of this Lease Agreement.

10. LIABILITY INSURANCE

Lessee shall carry and maintain in full force and effect during the term of this Lease Agreement, public liability insurance covering bodily injury and property damage, in a form and with an insurance company acceptable to Lessor, with limits of coverage not less than as stated in the New Mexico Torts Claims Act for each person injured and for each accident resulting in damage to property, against all claims and lawsuits arising from the Lessee's use of the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

Within ten (10) days of 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 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.

Lessee shall cause any and all Sublease agreements, or other agreements related to use, occupation, or development of the Premises, that Lessee enters into to contain language that requires the City of Santa Fe to be named as an additional insured on such policy of insurance as provided in this Section

11. INDEMNIFICATION

The Lessee shall indemnify, hold harmless and defend the Lessor from all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Lessee's use of the Premises hereunder, including use of the Premises by Lessee's employees, agents, representatives,

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Sublessees, tenants, contractors, agents, guests, invitees or permitted assigns. Lessee shall cause any and all agreements that Lessee enters into with any of the above parties to contain language indemnifying the Lessor as provided in this Section.

12. EASEMENTS

Lessor reserves the exclusive right to grant access, utility or other easements on or through the Premises.

13. TERMINATION BY LESSOR

Lessor may terminate this Lease Agreement upon Lessee's failure to comply with any provisions contained herein. Prior to termination, Lessor shall hand deliver or mail notice to Lessee via certified or registered mail specifying:

A. the breach;

B. the action required to cure the breach;

C. a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and

D. that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease Agreement.

14. NOTICE

Any required notice will be deemed delivered, given and received (i) when personally hand delivered, or (ii) five days after the same are deposited in the United States mail, postage prepaid, registered, addressed to the applicable party at the address indicated below for such party, or at such other address as may be designated by either party in a written notice to the other party:

To Lessor:	To Lessee:
City Manager	Executive Director
City of Santa Fe	Santa Fe Boys and Girls Club, Inc.
P. O. Box 909	P. O. Box 2403
Santa Fe, NM 87504-0909	Santa Fe, NM 87504

15. NO WAIVER

No waiver of a breach of any of the provisions contained in this Lease Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provisions.

16. SEVERABILITY

In the event that one or more of the provisions contained in this Lease Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

17. ENTIRE AGREEMENT

The foregoing constitutes the entire Lease Agreement between the Parties, represents their entire understanding, and defines all of their respective rights, title and interests as well as all of their duties, responsibilities and obligations. Any and all prior Lease Agreements and

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understandings between the Parties related to the Premises, if any, are merged herein. This Lease Agreement shall not be modified or amended except by a written document signed by the Parties.

18. BINDING EFFECT

This Lease Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective successors and permitted assigns.

19. LITIGATION EXPENSE

In the event of litigation between the Parties or litigation between the Lessee and its Sublessees or tenants in which the Lessor is named, the Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which the Lessor shall incur in enforcing this Lease Agreement or in recovering any and all damages caused to the Premises by Lessee, or Lessee's Sublessees, tenants, contractors, agents, employees or permitted assigns.

20. RECORDING

This Lease Agreement shall be recorded in its entirety. Lessee shall bear all costs for recording of the Lease Agreement and any other associated costs.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of this 15th day of April, 2015.

LESSOR:
CITY OF SANTA FE

JAVIER M. GONZALES, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
EC mtg. 4/8/15

APPROVED AS TO FORM:

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR A. RODRIGUEZ, FINANCE DIRECTOR

21117.460150
BUSINESS UNIT/LINE ITEM

SFC CLERK RECORDED 04/15/2015

LESSEE:
SANTA FE BOYS AND GIRLS CLUB, INC.

ROMAN ABEYTA, EXECUTIVE DIRECTOR

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 15th day of April 2015, by Roman Abeyta, Executive Director of Santa Fe Boys and Girls Club, Inc., a New Mexico not-for-profit corporation.

NOTARY PUBLIC

My Commission Expires: 4/23/18

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4-23-18

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

LEASE AGREEMENT
PAGES: 8

I Hereby Certify That This Instrument Was Filed for Record On The 15TH Day Of April, 2015 at 01:38:15 PM And Was Duly Recorded as Instrument # 1761976 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy County Clerk, Santa Fe, NM

SFC CLERK RECORDED 04/15/2015