City of Las Cruces®

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 14 **Ordinance/Resolution#** 2763

For Meeting of September 21, 2015 (Ordinance First Reading Date)

For Meeting of October 5, 2015 (Adoption Date)

Please check box that applies to this item:

☐ QUASI JUDICIAL ☐ LEGISLATIVE ☒ ADMINISTRATIVE

TITLE: **AN ORDINANCE APPROVING A FIVE YEAR LEASE AGREEMENT (WITH AN OPTION TO RENEW FOR AN ADDITIONAL FIVE YEARS) BETWEEN THE CITY OF LAS CRUCES (CITY) AND MESILLA VALLEY COMMUNITY OF HOPE (MVCH) FOR THE OPERATION AND MANAGEMENT OFTHE CITY-OWNED COMMUNITY OF HOPE CAMPUS LOCATED AT 999 WEST AMADOR AVENUE, IN ACCORDANCE WITH PROVISION OF LCMC 1997, SECTION 2-1312.**

PURPOSE(S) OF ACTION:

Approve the Lease Agreement.

COUNCIL DISTRICT: 4		
Drafter/Staff Contact: Catherine Duarte	**Department/Section:** Public Works/Land & Real Estate	**Phone:** 541-2616
City Manager Signature:		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City has leased the Community of Hope Campus to MVCH since 1994. MVCH serves as the Manager and Operator of the campus and sub-leases space at the site to local alliance agencies, which include Casa de Peregrinos (food bank), El Calditio Soup Kitchen (meals), Jardin de Los Niños (daycare), and St. Luke's Health Care (health services). In addition, Camp Hope (alternative transitional living) is a program sponsored by MVCH and is co-located on the campus property.

The function of the campus is to provide services to people who are sick, indigent, homeless, low income, abused and/or neglected children who are residents of Las Cruces and Dona Ana County. The lease which MVCH has operated under has expired and MVCH wishes to enter into a new lease to continue the management and operation of the Community of Hope Campus.

This lease agreement will be for a five-year term commencing December 1, 2015 to November 30, 2020. MVCH will have the option to extend this lease for one additional five-year term, under the same terms and conditions. The market rate annual rental is estimated to be

(Continue on additional sheets as required)

approximately $400,000.00 per year. In lieu of market rent payment, MVCH shall continue to provide services for the sick and indigent, homeless, low income, abused and/or neglected children who are residents of Las Cruces and Dona Ana County. Services to the public shall be at least equal in value to the market rate annual rental and are to be performed on an on-going basis during the lease term. MVCH shall provide an annual report to the City to confirm and document the type of services, in terms of both quantity and quality measures. The overall value of those services at a minimum, must meet the annual market rental rate of the property.

Both parties, as specifically defined in the agreement, shall jointly share in the maintenance and repairs of this property. MVCH shall bear the cost of all utility services and the City shall be responsible for capital improvements and major maintenance items. MVCH shall maintain and provide the City with a written report on a quarterly basis of maintenance activities, whether carried out by MVCH staff, volunteers or through third part contract.

SUPPORT INFORMATION:

1. Ordinance.
2. Exhibit "A", Lease Agreement
3. Attachment "A", Map of property.

SOURCE OF FUNDING:

Is this action already budgeted?			
N/A	Yes	☐	See fund summary below
	No	☐	If No, then check one below:
	Budget Adjustment Attached	☐	Expense reallocated from: _____
		☐	Proposed funding is from a new revenue source (i.e. grant; see details below)
		☐	Proposed funding is from fund balance in the _____ Fund.
Does this action create any revenue?			
N/A	Yes	☐	Funds will be deposited into this fund: _____ in the amount of $_____for FY__.
	No	☐	There is no new revenue generated by this action.

BUDGET NARRATIVE

N/A

(Continue on additional sheets as required)

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
N/A	N/A	N/A	N/A	N/A	N/A

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Ordinance, authorizing a five year lease agreement between the City and the MVCH.
2. Vote "No"; this will not approve the Ordinance.
3. Vote to "Amend"; this could delay the lease agreement and would require direction and specific amendments from the City Council.
4. Vote to "Table"; this could delay the lease agreement. City staff will require direction from City Council on how to proceed.

REFERENCE INFORMATION:

The resolution(s) and/or ordinance(s) listed below are only for reference and are not included as attachments or exhibits.

1. N/A.

(Continue on additional sheets as required)

COUNCIL BILL NO. 16-004
ORDINANCE NO. 2763

AN ORDINANCE APPROVING A FIVE YEAR LEASE AGREEMENT (WITH AN OPTION TO RENEW FOR AN ADDITIONAL FIVE YEARS) BETWEEN THE CITY OF LAS CRUCES (CITY) AND MESILLA VALLEY COMMUNITY OF HOPE (MVCH) FOR THE OPERATION AND MANAGEMENT OF THE CITY-OWNED COMMUNITY OF HOPE CAMPUS LOCATED AT 999 WEST AMADOR AVENUE, IN ACCORDANCE WITH PROVISIONS OF LCMC 1997, SECTION 2-1312.

The City Council is informed that:

WHEREAS, the City owns the Community of Hope Campus located at 999 W. Amador Ave.; and

WHEREAS, the MVCH a non-profit New Mexico corporation, serves as the Manager and Operator of the campus; and

WHEREAS, MVCH sub-leases space on the campus to Casa de Peregrinos, El Caldito Soup Kitchen, Jardin de Los Ninos and St. Luke's Health Care; and

WHEREAS, these different organizations provide services to people that are sick, indigent, homeless, low income, abused and/or neglected children who are residents of Las Cruces and Dona Ana County; and

WHEREAS, the lease agreement will be for a five (5) year term commencing on December 1, 2015 to November 30, 2020, with an estimated total annual rent to be approximately $400,000.00; and

WHEREAS, MVCH shall have the option to extend the lease agreement for one (1) additional five (5) year term under the same terms and conditions; and

WHEREAS, MVCH shall provide an annual report to the City to confirm and document the type of services with both quantity and quality measures of services provided; and

WHEREAS, maintenance and repair of this property shall be shared jointly as

defined in the lease. MVCH is responsible for utility expenses and the City shall be responsible for capital improvements and major maintenance items.

NOW, THEREFORE, be it resolved by the governing body of the City of Las Cruces:

(I)

THAT, the lease agreement for the use of 999 W. Amador Ave., between the City and MVCH attached hereto as Exhibit "A" and made a part hereof is hereby approved for a five (5) year term.

(II)

THAT the MVCH has an option to extend the lease agreement for one (1) additional five (5) year term under the same terms and conditions.

(III)

THAT the City Manager is hereby authorized to execute the lease agreement.

(IV)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this _____ day of _____, 20___.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

(SEAL)

VOTE:
Mayor Miyagishima: _____
Councillor Silva: _____
Councillor Smith: _____
Councillor Pedroza: _____
Councillor Small: _____
Councillor Sorg: _____
Councillor Levatino: _____

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:

_____
City Attorney

Exhibit 'A'

LEASE OF THE COMMUNITY OF HOPE CAMPUS LOCATED AT 999 WEST AMADOR AVENUE

THIS LEASE, (hereinafter the "Lease) is entered into this , 2015, and is effective as of December 1, 2015, between the City of Las Cruces, a New Mexico municipal corporation, (hereinafter called the "City"); and Mesilla Valley Community of Hope, Inc. a New Mexico domestic non-profit corporation, whose address is 999 West Amador Avenue, Building 3, Las Cruces, NM 88005, (hereinafter "Lessee").

WITNESSETH:

WHEREAS, the City is the owner of certain real property located at 999 West Amador Avenue, as depicted further in Exhibit "A", attached hereto and incorporated herein by reference, (hereinafter "Leasehold Property"); and

WHEREAS, Lessee desires to lease the Leasehold Property to continue the operations at that location of programs providing services for the care and maintenance of sick, indigent persons, persons who are homeless, or have low income as well as abused and/or neglected children who are residents of Las Cruces and the surrounding area of Dona Ana County; and

WHEREAS, the City is willing to lease the Leasehold Property to Lessee; and

WHEREAS, the parties desire to execute a written Lease containing the terms and conditions of this lease agreement.

NOW, THEREFORE, for valuable considerations, the following is agreed:

Article 1. Leasehold Property Description.

The City, hereby leases to Lessee, the Leasehold Property with all improvements located thereon.

Article 2. Leasehold Term. Extended Term and Possession.

A. The term of this Lease shall be five (5) years (hereinafter "Lease Term") commencing on the "Commencement Date," as hereinafter defined, and terminating on the fifth anniversary of the Commencement Date. The Commencement Date shall be December 1, 2015,

B. Lessee shall have the option to extend this Lease for one five (5) year term (the "Extended Term"), upon the same terms and conditions herein provided, except that the City may update the market rate annual rental to reflect the then current market value for the extended term. To exercise the Extended Term, the Lessee must notify the City in writing not later than six (6) months prior to the termination of the Lease Term. If the Lessee does not notify the City within the

appropriate time period, the City may terminate the lease at the end of the Lease Term. The right to exercise the option for the Extended Term shall be solely at the discretion of the Lessee.

C. If Lessee should remain in possession of the Leasehold Property after the expiration or termination of this Lease, without the execution by City and Lessee of a new Lease, or without the request for the Extended Term, the Lessee shall be deemed to be occupying the Leasehold Property as a hold over tenant, subject to all the terms and condition of this Lease; and shall pay as rent an amount equal to the then-current Market Rate Annual Rental, as established by the City's Land and Real Estate Services Manager at that time. Services in lieu of rent will be included in this calculation.

Article 3. Rent Payments.

A. The Market Rate Annual Rental as of the Commencement Date is $400,000.00 per year. In lieu of the rental payment, and beginning on December 1, 2015, the Lessee providing services for the care and maintenance of sick and indigent persons, persons who are homeless, or have low income, as well as abused and/or neglected children who are residents of Las Cruces and the surrounding area of Dona Ana County. The services to the public shall be at least equal in value to the Market Rate Annual Rental, and are to be performed on an on-going basis during the Lease Term by the Lessee as follows:

1) Lessee, shall continue the public service for the sick and indigent, homeless, low income, and/or abused and/or neglected children to residents of Las Cruces and the surrounding area of Dona Ana County.

2) Lessee shall operate programs to carry out the goals outlined in Section 3A of this Lease, with programs such as shown on Exhibit "B" attached hereto and made a part hereof:

3) Lessee shall provide services regardless of race, color, religion, sex, national origin, age, disability or sexual preference. No person shall be excluded from participation in or denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities based on race, color, religion, sex, national origin, age, disability or sexual preference.

B. Lessee shall provide a report to the City at least annually to document the type of services with both quantity and quality measures which describes the caseload of services and the approximate amount of same being offered to residents of the City. The overall value of those services must at a minimum meet the value assigned to the property as defined in Article 3, Section A above. If the value of the services is less than the value assigned to the property, that difference becomes due and payable to the City within 30 days.

Article 4. Maintenance and Repairs.

A. Lessee and City shall jointly share the responsibility for maintenance and repair of the Leasehold Property as defined in this Article 4 and more specifically defined on Exhibit "C". The City shall be responsible for maintenance and repair of major mechanical systems and the roof. Lessee shall be responsible for servicing and maintenance of the building and equipment therein. Lessee agrees to comply with the City building codes at all times.

B. The City shall be responsible for capital improvement and major maintenance items as set out on Exhibit C attached hereto and made a part hereof being within the buildings owned by City. The City shall also be responsible for necessary building renovations, as determined by the City, and as deemed necessary from time to time during the Lease. City will bill Lessee for requested minor repairs at normal hourly rate.

C. Lessee shall maintain the Leasehold Property and any improvements, fixtures or equipment on the Leasehold Property in a workman-like manner excluding the City's responsibilities in Sections 5A and 5B above. Lessee shall be responsible for all maintenance responsibilities as set out on Exhibit "C' attached hereto and made a part hereof.

D. Lessee shall maintain and provide the City with a copy of written log on a quarterly basis of the maintenance records whether handled by their staff or contracted to an outside party. Any servicing maintenance or replacement parts must meet and be maintained as per manufacturer recommendations and specifications.

E. Lessee shall be responsible for any expenses required to repair or replace any damage or injury done to the building, or any part thereof, caused by Lessee, Lessee's agents, employees, licensees, invitees or visitors, provided, however, if Lessee fails to make such repairs or replacements promptly, City may, at its option, make such repairs or replacements and Lessee shall pay the cost thereof to City on demand.

F. City, its officers, agents and representatives, subject to any security regulations imposed by any governmental authority or Lessee, shall have the right to enter all parts of the premises, subject to a Twenty-four (24) hour notice and at a reasonable hour, to inspect, clean, make repairs, conduct safety inspections on the building or premises which are reasonably required and as it may deem necessary or desirable, or to provide any service which it is obligated to furnish to Lessee. Notwithstanding the above, the City shall have the right to enter the Leasehold Property without notice in the event of an accident or urgent situation, such as a fire, medical or police emergency being declared on the Leasehold Property.

G. All trade fixtures, portable buildings, equipment and other personal property brought, installed, erected or placed by Lessee in, on or about the Leasehold Property shall be deemed to be personal and shall be and remain the property of Lessee, except as

otherwise provided herein; and Lessee shall have the right at any time during the term hereof when not in default and when not prohibited by any mortgages of Lessee to remove any or all of its property, subject to Lessee's obligation to repair all damage, if any, resulting from such removal. All such portable buildings, trade fixtures, and other personal property of Lessee shall be removed by Lessee from the Leasehold Property at the expiration of this Lease or the expiration of any renewal hereof, whichever occurs last, unless this Lease is earlier terminated as provided for herein.

Article 5. General Provisions.

A. No hazardous waste shall be permitted to be stored or disposed of on the Leasehold Property. Any Medical waste must be stored and disposed of in the specified containers as required.

B. City of Las Cruces Design Standards For Construction and Landscaping Regulations are applicable to the Leasehold Property for any construction and development activities which may occur in the future. Lessee must meet minimum City standards for infrastructure construction, including water, waste water, gas, streets, drainage, signs, and landscaping, etc. City may allow use of rain barrels on leasehold property upon City and State appropriate review and approvals of such system if applicable.

C. Lessee acknowledges that it has fully inspected the leasehold property and Lessee hereby accepts the leasehold property, buildings, improvements and each appurtenance thereto as is, in their present state and condition, as suitable for the purpose for which the same are leased and agrees to allow for changes in such condition, occurring by reasonable deterioration between the date this Lease is executed and the date such changes shall occur.

D. Lessee shall pay all utility costs for electric power, water, waste water and natural gas utilities during the lease term and extended term. Lessee shall pay all other charges made against the Leasehold Property, including telecommunications, or any other utility furnished to the premises during the continuance of this lease, as the same shall become due. Lessee shall also be responsible for paying or putting up any bonds or deposits required by electric power, water, waste water and natural gas utility services to the Leasehold Property which is the subject matter of this lease agreement.

E. Lessee covenants and agrees to pay when due all valid taxes, special assessments, excises, license fees and permit fees of whatever nature applicable to its operation or levied or assessed against Leasehold Property and to take out and keep current all licenses (City, County, State and Federal) required for the conduct of its business, and further agrees not to permit any of said taxes, excise or license fees to knowingly become delinquent. Lessee shall furnish to the City, upon request, satisfactory evidence showing prompt payment by it of Social Security, Unemployment Compensation and Workmen's Compensation Insurance, all required licenses, all taxes, all undisputed bills, debts and

obligations incurred by it in connection with its operation on the Leasehold Property, and to protect the City from any lien, judgment or execution filed against said property or improvements thereon which could in any way impair the rights of the City.

F. The City shall not sell or lease any fixtures or personal property not attached to the Leasehold Property for any reason during the Lease Term, without first seeking written permission in the form of a Partial Leasehold Relinquishment Statement to be approved by Lessee. Lessee may request fair and equitable compensation for approval of any such complete or partial leasehold relinquishment. The City shall give 120 day written notice of any sale or lease of the Leasehold property.

G. The parking area on the Leasehold Property shall be for the exclusive use of the customers, clients, patrons, officers and employees of the Lessee. Lessee must accommodate parking needs, as a result from building expansion, such as a multi-story addition on the Leasehold Property which may require additional parking spaces pursuant to a zoning ordinance code requirement to achieve a land to building area ratio for number of parking spaces which may not be available due to size limitations of the Leasehold Property.

Article 6. Permitted Uses.

A. Lessee shall have use of the Leasehold Property granted in this Lease for the purpose of providing services for the care and maintenance of sick, indigent persons, persons who are homeless, or have low income as well as abused and/or neglected children who are residents of Las Cruces and the surrounding area of Dona Ana County, and related counseling, education and advocacy programs. Lessee shall also be permitted to operate related social service programs as these may relate to the provision of services to victims of sick, indigent, homeless, low income and abused and/or neglected children, and as deemed necessary by Lessee, with these additional programs, if any, to be reported annually to the City.

B. No other use shall be permitted unless the City, in writing, has previously granted its consent.

C. Lessee will not use, occupy, or knowingly permit or allow the use or occupancy of the Leasehold Property for any purpose which is directly or indirectly forbidden by law, ordinance, or governmental or municipal regulation or order, or which may be dangerous to life, limb, or property, or permit the maintenance of any public or private nuisance; or to do or permit any act or thing which may disturb the quiet enjoyment of adjacent City uses.

Article 7. Insurance.

A. Lessee shall maintain insurance coverage at all times on the Leasehold Property, its operations, and the building and building contents, as follows:

1. General Commercial Liability Insurance in the amount of one million dollars ($1,000,000) with the City named as an additional insured.

2. City does not insure tenant's contents and recommends Lessee maintain their own coverage for all contents with exception of the items owned by the City.

3. State of New Mexico requires Workmen's Compensation Insurance. Lessee and Sub-Lessee shall provide written evidence to the City.

B. Lessee and the City shall review insurance coverage limits at periodic intervals during the Lease.

C. If the Leasehold Property is partially or totally destroyed or damaged by fire or other casualty covered by the all-risk property insurance carried by Lessee under the terms hereof, then the City and Lessee shall work jointly in a cooperative manner to repair and restore the Leasehold Property as soon as it is reasonably practicable, to substantially the same condition in which the Leasehold Property was prior to such damage. The City and Lessee shall negotiate at such a time as to each parties' pro rata share of financial responsibility to fund the repair and reconstruction. However, in the event the Leasehold Property may be completely destroyed or so badly damaged that repairs cannot be commenced within thirty (30) days and completed within three (3) months thereafter, then this Lease shall be terminable, as of the date of the occurrence of the damage or destruction, by Lessee hereto by serving written notice upon the City. In such event Lessee and the City shall jointly determine if the building should be rebuilt or if the proceeds to the City from any property insurance settlement should be used to reconstruct facilities at another location.

D. If the leasehold property shall be damaged by fire or other casualty resulting from the fault or negligence of Lessee, or the agents, employees, licensees, or invitees of Lessee, the City may require such damage to be repaired by and at the expense of Lessee.

Article 8. Construction and Ownership of Improvements.

A. During the Term or Extended Term of this Lease, title to all permanent improvements existing or constructed upon the Leasehold Property shall be vested in City. Lessee shall not construct any improvements, which represent an increase in the square footage of the building, on the Leasehold Property without the express written consent of the City, which consent shall not be unreasonably withheld.

B. All temporary buildings and other temporary improvements owned by the Lessee shall meet City codes.

C. Lessee covenants and agrees that it will make no structural change or addition without City's prior written consent, and without first furnishing the City fifteen (15) days advance written notice outlining in detail the proposed changes or alterations, including a set of building plans and specifications.

D. Lessee shall be permitted to expand the building(s) and facilities on the Leasehold Property, based on needs as determined by Lessee, according to applicable regulations and as approved by the City. Lessee shall be responsible for all expenses related to building expansion, consistent with the City as the fiscal agent. The Lessee and the City shall work cooperatively in all building expansion and construction projects. The City shall seek input from the Lessee regarding the selection and supervision of all architectural and building construction firms to be employed by the City for Lessee's building expansion program(s) pursuant to City purchasing regulations. The City shall not seek bids nor begin construction of any improvements on the Leasehold Property unless the Lessee has granted written approval of the construction drawings and specifications. Lessee shall also have the right to construct detached storage buildings and other facilities on the leasehold property pursuant to applicable regulations.

E. Should the City allow expansion in certain circumstances, the Lessee will assume all capital replacement and maintenance of the improvement.

Article 9. Sublease.

A Lessee has the responsibility of issuing, requiring and executing subleases for any other organizations providing services for the care and maintenance of sick and indigent persons, persons who are homeless, or have low income as well as abused and/or neglected children who are residents of Las Cruces, Dona Ana County and surrounding area, subject to City approval, that occupy any portion of the leasehold property. All sub-leases must insure that MVCH responsibilities as stated herein are passed through as appropriate to all organizations signing subleases under this lease. A draft sublease for all sub-lessees under this lease must be approved by the City's Land and Real Estate Services / Facilities Department of the City.

All subleases for current occupants shall be signed by MVCH and sub lessee within Thirty (30) days of executing of this Lease, with copies provided to the Land and Real Estate Services/ Facilities Section of the City.

Future organizations coming onto the Leased property must sign a sublease with MVCH before moving on-site.

B. Lessee shall not assign or sublease the Leasehold Property granted by this Lease or the improvements on the Leasehold Property without the prior written consent of the City. The City's consent shall be conditioned by the continued use and purpose of the Leasehold Property, as stated herein, and may require other conditions or covenants before

consenting to an assignment or sublease. Such additional conditions or covenants shall not be unreasonable but shall be in accord with the proper administration of the Leasehold Property and the dedicated purposes granted by this Lease. If the Lease is assigned, all clauses herein binding the parties hereto are also binding on any and all successors and/or assigns.

C. Each sublease shall contain a provision, satisfactory to Lessor, requiring sublessee to attorn to Lessor, Accordingly in Lessee defaults under this lease and if the sublessee qualifying under the attorn provisions of the sublease may not be ejected from the premises for a period of six (6) months after receiving notice of the termination of the lease with the Lessee.

Article 10. Meetings.

The City and MVCH and their alliance agencies are to meet on a routine basis. A scheduled time shall be by mutual agreement between the parties.

Article 11. Default and Cancellation.

A. The violation by Lessee of any of the terms, conditions or covenants of this Lease shall be considered a default and may cause this Lease to be cancelled and terminated following at least one hundred twenty (120) day advance written notice of such default from City to the Lessee; provided, however, said cancellation shall not be made if, within the one hundred twenty (120) day notice period, Lessee cures or remedies said default or otherwise complies with any demand contained within such written notice which cures or remedies the default.

B. If Lessee is determined to be in default by the City, and in a state of continuing default after the designated period has elapsed to cure a default as defined in Section 11A herein, the City may, at its option, immediately or at any time thereafter, without further notice or demand, enter upon and into the Leasehold Property.

Article 12. Relinquishment.

At any time, upon 45 days prior written notice, provided all rentals due and owing have been fully paid and Lessee is not in default under this Lease, Lessee may cancel and relinquish possession to the City whereupon Lessee shall be relieved of any further liability and obligations under this Lease. Article 4G shall apply with respect to ownership and removal of temporary improvements upon such termination and Article 8 shall apply to removal of fixtures and furniture. Lessee shall not be entitled to a refund of any rentals paid.

Article 13. Compliance with Laws.

Lessee shall at its own expense fully comply with all laws, regulation, rules, ordinances, and requirements of the applicable city, county state and federal authorities and agencies witch have been or may be enacted or promulgated in all matters and things affecting the Leasehold Property granted by this Lease and operations thereon

Article 14. Indemnification.

Lessee shall save and hold harmless, indemnify and defend the City, its elected officials, employees and agents, in their official and individual capacities, of and from any and all liabilities, claims losses, or damages arising out of or alleged to arise out of or indirectly connected with the negligent operations of Lessee under this Lease, or arising out of the presence of the Leasehold Property of any agent, contractor or subcontract of Lessee.

Article. 15. Scope of Agreement.

This Lease incorporates all the agreements, covenants and understandings between City and Lessee concerning the Leasehold Property granted by this Lease and the use permitted by this Lease and all such agreements, covenants, and understandings have been merged into this written Lease. No prior agreement or understanding, verbal or otherwise, between the City and Lessee or their agents shall be valid or enforceable unless embodied in this Lease.

Article 16. Amendment.

This Lease shall not be altered, changed or amended except by instrument in writing executed by the City and Lessee.

Article 17. Waiver.

No waiver of any breach or default by Lessee of any of the terms, conditions or covenants of this Lease shall be held to a waiver of any subsequent breach. No waiver shall be valid or binding unless the same is in writing and signed by City

Article 18. Applicable Law.

A. This Lease shall be governed by the laws of the State of New Mexico. If any clause or provision of this Lease is found to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, the remainder of this Lease shall not be affected thereby.

Article 19. Notices.

A. Whenever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, when deposited in the United States mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses set forth below. Notice shall be deemed to be received on the fifth day following posting.

City Manager
City of Las Cruces
P.O. Box 20000
Las Cruces, New Mexico 8800
(Copy to Land and Real Estate Services)
(Copy to City Attorney)

President
Mesilla Valley Community of Hope.
999 West Amador
Las Cruces, NM 88005
(Copy to Executive Director)

Article 20. Covenants of the City.

The City covenants that Lessee, upon services or documentation in lieu of reserved herein and the performance of each of the covenants, agreements and conditions on the part of Lessee to be observed and performed, shall and may, peaceably and quietly have, hold and enjoy the Leasehold Property for the term thereof, free from molestation, eviction or disturbance by the City or any person claiming by, though, or under it, subject to the terms and conditions of this Lease.

IN WITNESS WHEREOF, City and Lessee have executed this Lease as of the date first written above.

OWNER: CITY OF LAS CRUCES

By:_____
Robert Garza
Its: City Manager

LESSEE – Mesilla Valley Community Of Hope.

By: _____

APPROVED AS TO FORM:

_____
City Attorney

Article 19. Notices.

A. Whenever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, when deposited in the United States mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses set forth below. Notice shall be deemed to be received on the fifth day following posting.

City Manager
City of Las Cruces
P.O. Box 20000
Las Cruces, New Mexico 8800
(Copy to Land and Real Estate Services)
(Copy to City Attorney)

President
Mesilla Valley Community of Hope.
999 West Amador
Las Cruces, NM 88005
(Copy to Executive Director)

Article 20. Covenants of the City.

The City covenants that Lessee, upon services or documentation in lieu of reserved herein and the performance of each of the covenants, agreements and conditions on the part of Lessee to be observed and performed, shall and may, peaceably and quietly have, hold and enjoy the Leasehold Property for the term thereof, free from molestation, eviction or disturbance by the City or any person claiming by, though, or under it, subject to the terms and conditions of this Lease.

IN WITNESS WHEREOF, City and Lessee have executed this Lease as of the date first written above.

OWNER: CITY OF LAS CRUCES

By:_____
Robert Garza, City Manager

LESSEE – Mesilla Valley Community Of Hope.

By: _____
William Fisk, President

APPROVED AS TO FORM:

_____
City Attorney

Exhibit "A"

A certain real property located at 999 West Amador in the City limits of Las Cruces in Dona Ana County, New Mexico, being part of Lot 1 of the Amador Tracts Subdivision as filed January 11,2000, in Plat Book 19 at page 361 of the records of the Dona Ana County Clerk. This tract is located within the City Limits of Las Cruces, Dona Ana County, New Mexico, and is more particularly described as follows:

A Tract of Land being a part of Lot 1 of the Amador Tracts Subdivision as filed January 11, 2000, in Plat Book 19, Page 361 of Clerk Records; this tract is located within the City of Las Cruces, Dona Ana County, New Mexico, and is being more particularly described as follows:

Beginning at the southeast corner of this tract, which point is identical to the southeast corner of said Lot 1, Thence from said point of beginning the following two courses along the south line of said Lot 1; S70 deg.12'02"W, a distance of 60.46 feet to a corner of this tract; Thence S74 deg.52'00" W, a distance of 269.79 feet to the southwest corner of this tract; Thence N15 deg. 08'00"W, leaving the south line of said Lot 1, A distance of 397.01 feet to the northwest corner of this tract; Thence N74 deg.22'00"E, a distance of 326.62 feet to a point along the east line of said Lot 1 for the Northeast corner of this tract; Thence S15 deg.38'00" E, along the east line of said Lot 1 a distance of 394.95 feet back to the point and place of beginning. This tract contains 3.000 acres, more or less, of land. This tract is subject to a 12 foot utility easement along and parallel to the east line of this tract and is also subject to other reservations, restrictions and easements of record.

Exhibit "B"

This Exhibit is to set out the programs as outlined on Article 3, paragraph numbered 2 to be performed by the Lessee and/or their agents.

Mesilla Valley Community of Hope: MVCH operates a service center for homeless and near-homeless persons where they can access housing assistance, case management, free legal services, and assistance with social security disability applications, showers, laundry, trainings, donated goods and an overnight tent city (Camp Hope). Services offered provide solutions to addressing and ending homelessness.

Casa de Peregrinos: Casa de Peregrinos, a nonprofit and nondenominational emergency food program, provides free supplemental groceries to individuals and families at risk of hunger in Las Cruces and Doña Ana County. Our mission: to serve as a safety link for those unable to purchase nutritious food due to an emergency or unforeseen personal crisis.
As part of that mission, we also commit ourselves to promoting public awareness of hunger in Doña Ana County and to securing broad-based support for hunger prevention and relief in the county.

El Caldito Soup Kitchen: It is the Mission of El Caldito, The Soup Kitchen, to prepare and serve food and meals free of charge to needy, indigent, and homeless individuals, children, families, and the elderly, while prohibiting discrimination on the basis of race, color, gender, age, handicap, religion, national origin, sexual orientation, marital status, veteran status, or in any way whatsoever.
El Caldito serves hot meals at lunch time Sunday through Friday, and a sack lunch on Saturday to 200 to 350 people a day, adding up to about 90,000 each year.

Jardin De Los Ninos:
Jardin de los Niños provides early childhood education, therapeutic intervention, and comprehensive services to homeless and near homeless children, from the ages of six weeks to 10 years, and their families. The mission at Jardin de los Niños is to create new possibilities for homeless and near homeless children and their families through loving childcare, education, and the use of community resources.
The vision is to be the premier provider of specialized/therapeutic child care and family support in the state of New Mexico.

St. Luke's Health Care Clinic:
St. Luke's Health Care Clinic's mission is to improve the health and well-being of homeless and indigent individuals and family members in Doña Ana County.
Programs: St. Luke's provides primary health care, health prevention, education and promotion, behavioral health counseling, oral health, and outreach and well-being services to people who are homeless and indigent in the City of Las Cruces and Doña Ana County. St. Luke's facilitates these services through paid staff, volunteers, and partnerships with other community based health and wellness organizations.

St Luke's Annex:
St. Luke's Health Care Clinic's mission is to improve the health and well-being of homeless and indigent individuals and family members in Doña Ana County.
Programs: St. Luke's provides primary health care, health prevention, education and promotion, behavioral health counseling, oral health, and outreach and well-being services to people who are homeless and indigent in the City of Las Cruces and Doña Ana County. St. Luke's facilitates these services through paid staff, volunteers, and partnerships with other community based health and wellness organizations

EXHIBIT C
Maintenance Responsibilities- Page 1

City of Las Cruces shall be responsible for the following:

- Capital Improvements and major maintenance items.
- Necessary building renovations, as determined by the City, and deemed necessary time to time during the lease.
- Roof repair and replacement
- Fire alarms
- Parking lot repaving and repair
- Parking lot lighting fixture and bulbs and time set for lights
- Boiler repair and replacement
- Heating and Cooling system equipment replacement-including maintenance of filters
- Plumbing system replacement
- Light systems and fixtures for interior and exterior of buildings and parking lot
- Power distribution-wiring or main breaker panel
- Built in Refrigerators and Freezers in Casa De Peregrinos only
- Landscaping Irrigation system
- Replacement, Maintenance and Repair of Grease Trap
- Exterior Doors, also include Glass Exterior doors.
- Windows

Mesilla Valley Community of Hope shall be responsible for the following:

- Agencies must obtain written permission through MVCH first then City's Facility Department, or assigned must be notified before making any alterations or improvements of a permanent nature to the grounds or buildings.
- Responsible for all Kitchen equipment repair and replacement except for built-in refrigerated equipment
- Kitchen refrigeration equipment (Built In)-Equipment in Caldito only
- All laundry equipment or replacement
- Any other equipment at the Leasehold property that is owned by the Lessee or Lessee's clients or visitors.
- Maintain and keep the interior of the Leasehold property in good repair and condition at the Lessee's expense
- Interior Cleaning, painting, custodial and landscaping services as necessary
- Responsible for all plate Glass
- Glass Doors
- Glass Walls- Interior
- Light bulbs - Interior
- Interior Doors
- Interior Flooring
- Carpet
- Ceiling vent and duct cleaning
- Landscaping, Plants, Lawn and Landscaping materials
- Exterior plumbing associated with Camp Hope
- Grease Traps, cleaning

EXHIBIT C
Maintenance Responsibilities – Page 2

Mesilla Valley Community of Hope shall be responsible for the following:

- Intrusion Alarms
- Fire Extinguishers
- Hood Alarm- Operational done with annual inspection
- Pest Control
- Clogs drains and lavatories
- Keys and any Key replacement. City must be provided with duplicate keys. Upon agreement termination all keys must be surrendered to the City.
- Clean and sweeping of Parking and Driveway and Campus area.
- Provide a copy of quarterly written maintenance log to the city of all services performed.

Vicinity Map

Attachment "A"

City of Las Cruces®
PEOPLE HELPING PEOPLE

COUNCIL ACTION AND EXECUTIVE SUMMARY PACKET ROUTING SLIP

For Meeting of September 21, 2015 (Ordinance First Reading Date)

For Meeting of October 5, 2015 (Adoption Date)

TITLE: AN ORDINANCE APPROVING A FIVE YEAR LEASE AGREEMENT (WITH AN OPTION TO RENEW FOR AN ADDITIONAL FIVE YEARS) BETWEEN THE CITY OF LAS CRUCES (CITY) AND MESILLA VALLEY COMMUNITY OF HOPE (MVCH) FOR THE OPERATION AND MANAGEMENT OF THE CITY-OWNED COMMUNITY OF HOPE CAMPUS LOCATED AT 999 WEST AMADOR AVENUE, IN ACCORDANCE WITH PROVISIONS OF LCMC 1997, SECTION 2-1312.

Purchasing Manager's Request to Contract (PMRC) {Required?} Yes ☐ No ☒

DEPARTMENT	SIGNATURE	PHONE NO.	DATE
Drafter/Staff Contact	BH FOR CATHERINE DUARTE		9-4-15
Department Director	for LR	X2616	9-4-15
Other			
Assistant City Manager /CAO Management & Budget Manager		X2018 x2106	9/8/15 9-4-15
Assistant City Manager/COO			9-9-15
City Attorney		EXT 2128	11 Sept 2015
City Clerk - Interim		X2116	9/14/15

Rev. 8/2011