



City of Santa Fe, New Mexico

Memorandum



Date: April 27, 2023

To: John Blair, City Manager

From: Jeremy Perea, Recreation Complex Manager JP
Terry Lease, Asset Development Manager, Office of Economic Development TL

Via: Brian Stinett, Recreation Complex Director BS

RE: Lease and Operating Agreement Between the City of Santa Fe and YouthWorks, Inc. for a Café at the Genoveva Chavez Community Center

EXECUTIVE SUMMARY: The City of Santa Fe (“City”) desires to lease the food service area of the Genoveva Chavez Community Center to YouthWorks, Inc (“YouthWorks”). The initial term is for two years with two option terms of one year each. The initial term of this Agreement shall commence at 12:00 am on May 1, 2023 and annual rent shall be \$5,100.00 with rent increases in subsequent years.

BACKGROUND: The City owns and operates a 177,000 square foot recreation center known as the Genoveva Chavez Community Center (“GCCC”), that is operated by the Recreation Complex Department (“Department”). The GCCC has a food service area that includes a kitchen and dining area to provide food and beverage concessions within the GCCC. The Department solicited proposals from food and beverage services vendors to lease, occupy, and operate the food and beverage concession within the GCCC. A selection committee was formed to review proposals, conduct interviews and evaluate all proposals. The selection committee subsequently identified YouthWorks, Inc. as the successful proposer.

ACTION REQUESTED: The Department requests that the Lease and Operating Agreement Between the City of Santa Fe and YouthWorks, Inc. be signed by the City Manager.

ATTACHMENTS:

Lease and Operating Agreement Between the City of Santa Fe and YouthWorks, Inc.
Procurement Checklist
Summary of Contracts

**LEASE AND OPERATING AGREEMENT BETWEEN
THE CITY OF SANTA FE AND YOUTHWORKS, INC.**

This LEASE AGREEMENT (“Agreement”) is made and entered into as of the date of the last signature (“Effective Date”), by and between the CITY OF SANTA FE, a municipal corporation (“City” or “Lessor”) and YouthWorks, Inc., a New Mexico non-profit 501(c)3 organization, (“Lessee”), collectively the “Parties”.

WHEREAS, the City owns and operates a 177,000 square foot recreation center in Santa Fe known as the Genoveva Chavez Community Center (“GCCC”). The GCCC offers aquatics, an ice arena, a fitness center, a gymnasium, outdoor recreation, youth programs and other activities; and

WHEREAS, the GCCC has a food service area that includes a kitchen and dining area (court atrium) to provide food and beverage services to the public; and

WHEREAS, the City solicited proposals from food and beverage services vendors to lease, occupy and operate a food and beverage concession within the GCCC; and

WHEREAS, the City’ selection committee conducted interviews and evaluations and identified the Lessee as the successful proposer; and

WHEREAS, the City desires to lease the GCCC kitchen and dining area to Lessee for the purpose of providing food services within the GCCC.

WITNESSETH:

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

1. PREMISES

Lessor allows Lessee to lease, occupy, and operate, subject to the terms and conditions of this Agreement, exclusive use of a 525 square foot commercial kitchen and non-exclusive use of a 2,400 square foot dining area/atrium located in a portion of the GCCC, as depicted in yellow on **Exhibit A** (collectively the “Premises”).

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. LEASE TERM AND COMMENCEMENT DATE

- a. Initial Term and Lease Commencement Date. The initial term ("Term") of this Agreement shall commence at 12:00 a.m. on May 1, 2023 ("Commencement Date"). The term of this Agreement shall consist of a "Term" of two years.
- b. Option Terms. City does hereby grant to Lessee two "Option Terms" of one-year each.
- c. Hold Over. In the event Lessee remains in possession of the Premises after the expiration of the Term of this 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 monthly, and the terms and conditions of the Agreement shall be otherwise applicable.

3. RENT

- a. Base Rent. Monthly Rent for the exclusive use of the commercial kitchen is \$425.00 and shall be due on the Lease Commencement Date and thereafter due in full on the first day of each month without notice or demand and without deduction or offset for any cause whatsoever; the total annual rent is \$5,100.00. Lessee shall make payments to: City of Santa Fe, Treasury Division, 200 Lincoln Ave., Room 114, Santa Fe, NM, 87504. Please see Section 3.d below for the 2nd year rent increase.
- b. Optional Terms Rent. Option Term Rents are provided for in Section 3.d below.
- c. Penalty for Late Rent Payment. If money payable to Lessor as a condition of this Agreement is not paid in full when due, a penalty of 10% of the amount due and unpaid shall be added to the amount due, and the total sum of the then-due rental payment plus penalty shall become immediately due and payable to Lessor. A further penalty of 10% of the amount due and unpaid, including previously assessed penalties, shall be added for each additional month that said amount remains unpaid. The assessment and collection of the 10% penalty is in addition to any other rights of Lessor, if Lessee does not faithfully perform the terms, covenants and conditions of this Agreement.
- d. Rent Schedule. In consideration of this Lease Agreement, City and Lessee agree to the following Rent Schedule;

Year	Term Dates		LSF	Total Annual Rent	Monthly Rent
1	5/1/2023	4/30/2024	2,925.00	\$5,100.00	\$425.00
2	5/1/2024	4/30/2025	2,925.00	\$5,700.00	\$475.00
3*	5/1/2025	4/30/2026	2,925.00	\$6,300.00	\$525.00
4*	5/1/2026	4/30/2027	2,925.00	\$6,900.00	\$575.00

* = Option Years

4. USE OF PREMISES

- a. Conditions of Use. Lessee shall use the Premises solely for the specific purpose of operating the GCCC commercial kitchen and dining area, subject to the Scope of Services as shown on **Exhibit B** of this Agreement.

- b. Improvement of the Premises. Lessee may, with the prior written consent of Lessor and at no cost to Lessor, make improvements to the Premises which are required to comply with the City of Santa Fe Land Use Code, and other applicable local, state and federal regulations. Lessee shall upon Lessor's request, remove all such improvements made to the Premises at the termination of this Agreement.
- c. Trade Fixtures. All trade fixtures installed by Lessee after the Effective Date of this Agreement shall remain the property of Lessee, who may remove the same upon termination of this 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 said trade fixtures after receipt of notice from Lessor to do so, 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 Lessee. Lessee further agrees that should Lessor remove said trade fixtures pursuant to this section, that Lessee shall pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposal thereof.
- d. Compliance with Laws. Lessee's 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 SFCC 1987) (the Pest Management Policy).

5. REPAIRS & MAINTENANCE

- a. Lessor shall be responsible for repairs to the Premises and equipment listed in **Exhibit B** (SCOPE OF SERVICES), Section V (EQUIPMENT), Subsection A.
- b. During the term of this Lease, Lessee shall not cause or permit any waste, damage or injury to the Premises, equipment or to any improvements made to the Premises.
- c. During the term of this Lease and any extension or renewal thereof, 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, replacements, and capital improvements that arise during the Term of this Agreement due to negligence of Lessee, Lessee's contractors or staff.
- d. Repairs and replacements required to be made by the Lessee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises.
- e. Lessee shall at all times During the term of this Lease and any extension or renewal thereof, and in a timely manner, provide a safe Premises by eliminating conditions caused by, including and not limited to, snow, ice, debris, mold and standing water.
- f. Lessor reserves the right to inspect the Premises at any time during the Term of this Agreement to verify Lessee's compliance with this Section 5. In the event Lessee fails to maintain the Premises at a standard acceptable to the Lessor, as determined in Lessor's sole discretion, Lessor may terminate this Agreement in accordance with Section 13 herein.
- g. Repair and maintenance shall be to the sole satisfaction of Lessor, and if Lessee fails to fulfill any duty imposed under this Section 5 within a reasonable period of time, City may, and is not required to, perform those duties at Lessee's sole cost. Lessee shall promptly cooperate with

Lessor if Lessor undertakes to perform such duties. No action by Lessor taken pursuant to this Section 5 shall constitute a waiver of Lessee's obligations. Lessee's obligations under this Section 5 shall survive the expiration or termination of this Agreement.

6. UTILITIES & SERVICES

- a. Lessor, at Lessor's sole cost and expense, agrees to provide the following:
 - i. All gas, electricity, water, sanitary sewer service and refuse disposal services; and
 - ii. Pest control services; and
 - iii. Snow removal services.
- b. Lessee, at Lessee's sole cost and expense, agrees to provide the following:
 - i. Janitorial supplies and services.

7. TAXES

Lessee shall pay all taxes levied and assessed, if any, upon any personal property, 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.

8. SUBLEASE, ASSIGNMENT OR TRANSFER

Lessee shall not sublet, assign or otherwise transfer this Agreement, without the prior written consent of Lessor, which Lessor may withhold for any or no reason. Any such actions taken by Lessee without Lessor's consent shall result in the immediate termination of this Agreement.

9. INSURANCE

Lessee shall at all times maintain and provide adequate insurance coverage which includes, without limitation, each of the following:

- a. Property Insurance. Lessee shall carry and maintain in full force and effect during the term of this Agreement casualty insurance ("extended coverage" and "additional extended coverage") as may be available for all improvements to the Premises in an amount sufficient to restore and replace existing structures and improvements if lost or damaged by any form of casualty. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

Commercial General Liability Insurance which shall be written on an occurrence basis and be at least as broad as the latest version of ISO form CG 00 01 with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Such policy shall include Broad Form Contractual Liability coverage and shall be endorsed to include the City, its, directors, officials, officers, employees, agents, and volunteers as additional insureds on all primary and excess policies for ongoing and completed operations performed by, or behalf of Contractor. Such additional insured coverage shall be as broad as that provided by ISO form CG 2010 (ongoing operations) and CG 20 37 (completed operations).

Workers' Compensation Insurance with statutory limits, and **Employer's Liability insurance** with limits of not less than \$1,000,000 per accident or disease. The Workers' Compensation

policy shall be endorsed with a waiver of subrogation in favor of the City, its directors, officials, officers, employees, agents, and volunteers.

- b. Certificates of Insurance. Prior to the Effective Date of this Agreement, and thereafter at any time during the Term of this Agreement that Lessor requests, Lessee shall provide Lessor with certificates of insurance for each policy 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.

10. INDEMNIFICATION

Lessee shall indemnify, hold harmless and defend 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 damages occurring on the Premises and Lessee's use of the Premises hereunder, including use of the Premises by Lessee's employees, agents, representatives, 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 Lessor as provided in this Section.

11. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by Lessor in connection with the 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 of this License modifies or waives any provision of the New Mexico Tort Claims Act.

12. EASEMENTS

Lessor reserves the exclusive right to grant access, utility or other easements on or through the Premises. Lessor shall notify Lessee in writing prior to Lessor's grant of any easement through the Premises.

13. TERMINATION

- a. Lessor may terminate this 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:
 - i. the breach;
 - ii. the action required to cure the breach;
 - iii. 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
 - iv. that failure to cure such breach on or before the date specified in the notice will result in termination of the Agreement.

- b. Lessee may terminate this Agreement with written notice to Lessor at least thirty (30) days prior to the termination date.
- c. During a holdover period as provided for in Section 2 of this Lease Agreement, Lessor shall provide Lessee with a thirty (30) day notice to terminate any month-to-month hold over period.
- d. At the termination of this Agreement Lessee shall surrender the Premises in the condition in which they were at the inception of this Agreement, excepting:
 - i. Deterioration caused through reasonable use and ordinary wear and tear;
 - ii. Alterations, improvements or conditions made with Lessor's written approval.

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:	City of Santa Fe Attn. City Manager P.O. Box 909 Santa Fe, NM 87504	To Lessee:	YouthWorks, Inc. Attn. Melynn Schuyler, Executive Director 1000 Cordova Pl, #415 Santa Fe, NM 87505
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With a copy to:

City of Santa Fe
Attn. Asset Development Manager
P.O. Box 909
Santa Fe, NM 87504

City of Santa Fe, Community Development Department
Attn. Recreation Complex Manager for GCCC
P.O. Box 909
Santa Fe, NM 87504

15. NO WAIVER

No waiver of a breach of any of the provisions contained in this 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 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 Agreement between the Parties, represents their entire understanding, and defines all of their respective rights, titles, and interests as well as all of their duties, responsibilities and obligations. Any and all prior Agreements and understandings between the Parties related to the Premises, if any, are merged herein. This Agreement shall not be modified or amended except by a written document signed by the Parties.

18. BINDING EFFECT

This 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, Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which Lessor shall incur in enforcing this Agreement or in recovering any and all damages caused to the Premises by Lessee, or Lessee's contractors, agents, employees or permitted assigns.

20. HEADINGS

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. APPLICABLE LAW; VENUE

In any action, suit or legal dispute arising from this Agreement, Lessee 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.

22. AMENDMENT

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

23. SECURITY DEPOSIT

Lessee shall deposit with City, upon execution hereof, the Security Deposit of one month's rent as security for Lessee's faithful performance of its obligations under this Lease Agreement. If Lessee fails to pay Rent, or otherwise defaults under this Lease Agreement, City may use, apply or retain all or any portion of said Security Deposit for the payment of any amount due City or to reimburse or compensate City for any liability, expense, loss or damage which City may suffer or incur by reason thereof. If City uses or applies all or any portion of the Security Deposit, Lessee shall, within 10 days after written request therefore, deposit monies with City sufficient to restore said Security Deposit to the full amount required by this Lease Agreement. If the Base Rent increases during the term of this Lease Agreement, Lessee shall, upon written request from City, deposit additional monies with City so that the total amount of the Security Deposit shall always bear the same

proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, City shall have the right to increase the Security Deposit to the extent necessary, in City's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease Agreement and following such change the financial condition of Lessee is, in City's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with City as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. City shall not be required to keep the Security Deposit separate from its general accounts. Within 30 days after the expiration or termination of this Lease Agreement, if City elects to apply the Security Deposit only to unpaid Rent, and otherwise within 60 days after the Premises have been vacated, City shall return that portion of the Security Deposit not used or applied by City. No part of the Security Deposit shall be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease Agreement.

24. SIGNS

Lessee, at its sole cost, shall have the right to affix and install on the Premises, reasonable signs to identify the Premises, and such signs shall comply with all Applicable Laws, including any City Ordinances, and shall be approved by the City prior to installation. Any damage to the Premises occasioned by the installation and maintenance of any such signs, and the cost of removal or obliteration thereof upon the expiration or termination of this Agreement, shall be paid by Lessee.

25. FURNITURE, FIXTURES AND EQUIPMENT

- a. General. Lessee may install its own furniture, fixtures and equipment ("FF&E") in the Premises at its sole cost. In addition to Lessee's obligations under the section entitled "Surrender of Premises", at the expiration or termination of this Agreement, Lessee shall remove its FF&E, and repair any damage to the Premises as a result of removal, at its sole cost.
- b. Abandonment of FF&E. Any FF&E belonging to Lessee and left on the Premises longer than 30 days after the City gives Lessee written notice to remove such property from the Premises may be treated by the City as abandoned. The City may, at Lessee's sole cost, repair any damage to the Premises as a result of removal of FF&E deemed abandoned by Lessee. The costs charged to Lessee may include, without limitation, consideration for the additional time Lessee's FF&E remained on the Premises beyond the termination date and disallowed City's full utilization of the Premises.
- c. City's FF&Es. City grants to Lessee the right to use City FF&Es listed on **Exhibit B (SCOPE OF SERVICES)**, Section V (EQUIPMENT), Subsection A. of this Agreement.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of this _____ day of _____, 20____.

LESSOR:
CITY OF SANTA FE

John Blair

John Blair (May 1, 2023 20:51 MDT)

JOHN BLAIR, CITY MANAGER

DATE: May 1, 2023

ATTEST:

Kristine Bustos Mihelcic

KRISTINE BUSTOS MIHELICIC, CITY CLERK ~~XIV~~

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

Patricia Feghali

Patricia Feghali (Apr 21, 2023 17:18 EDT)

PAT FEGHALI, ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

Emily K. Oster

Emily K. Oster (May 1, 2023 18:02 MDT)

EMILY K. OSTER, FINANCE DIRECTOR

Object Org. Code 2122800-460150

LESSEE: YOUTHWORKS, INC.

Melynn Schuyler

Melynn Schuyler (Apr 21, 2023 15:43 MDT)

Melynn Schuyler, Executive Director

DATE: Apr 21, 2023

EXHIBIT "A"

Food Court Atrium Square footage (Dining Area):

2400 sq ft

Kitchen Square footage:

525 sq ft

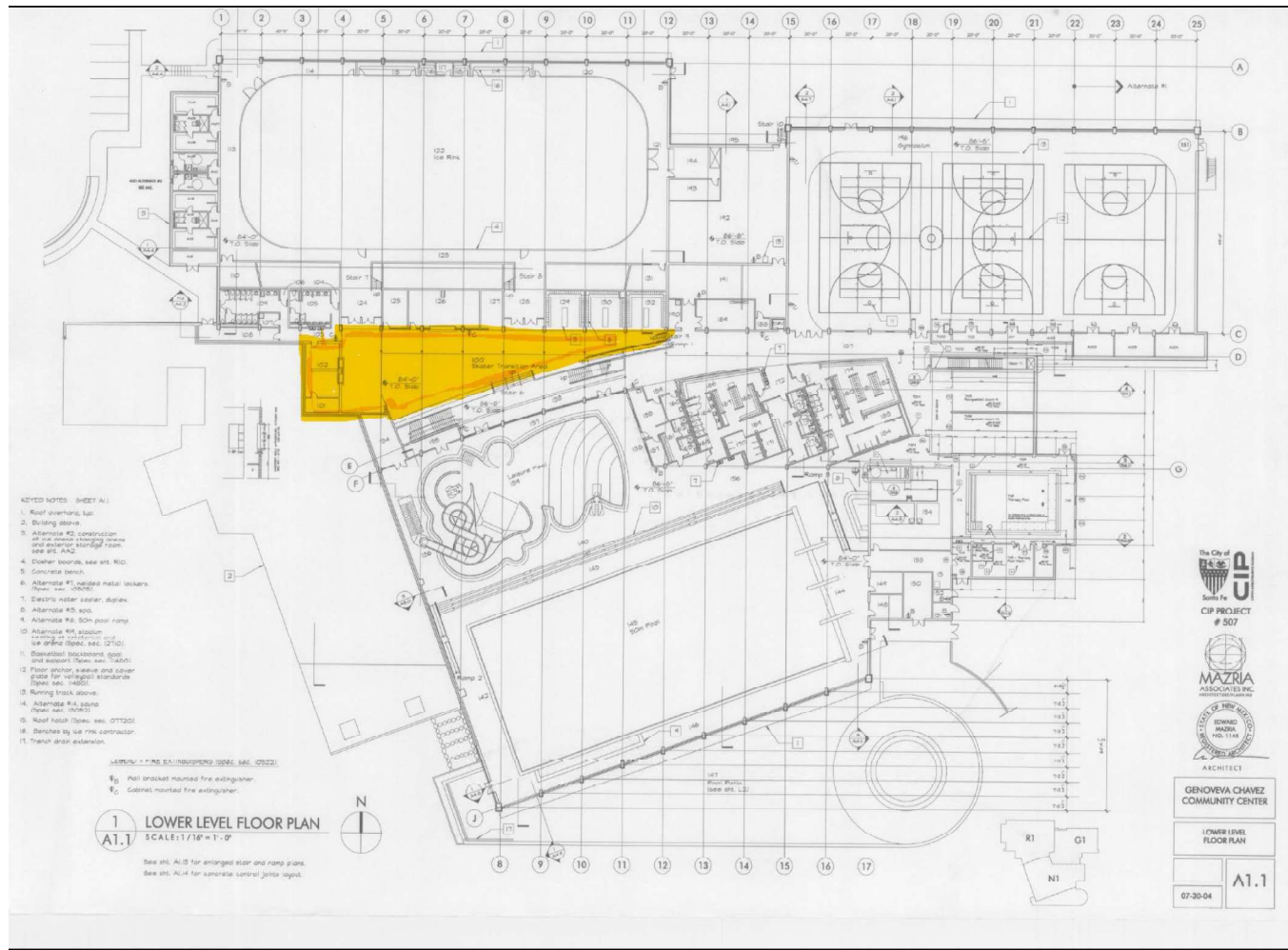


EXHIBIT B

SCOPE OF SERVICES

I. MENU AND CONFECTIONERY ITEMS

- A. Food and Beverage service operations include but are not limited to providing full-service food and beverages (non-alcoholic) to the clients of the GCCC, which will include:
- i. Provide a menu consisting of breakfast, lunch, afternoon snacks, and light evening meals that are priced competitively subject to annual review and approval of the City.
 - ii. Concession prices must be posted on permanent displays, stands, and equipment. All menu price increases/decreases.
 - iii. Provide menu options with 30% of selections meeting the heart health guidelines of: 30% fat; less than 500 mg. of sodium; and 30 gm. of carbohydrate per item.
 - iv. Provide at least 2 items per category (snack, breakfast, lunch etc.) made from fresh ingredients.
 - v. Provide at least 2 beverage items unsweetened by sugar, high fructose corn syrup, or artificial sweeteners.
 - vi. Final review of Menu and catering menu options to be performed by the GCCC Complex Manager.
- B. All food, beverages, confectionery items and refreshments sold or served shall conform in all aspects to applicable federal, state, and local laws, ordinances and regulations. All merchandise kept on-hand shall be stored and handled with due respect for sanitation. The Lessee shall comply with all health and safety codes adopted by the New Mexico Health Department and or New Mexico Environment Department. All food and beverage kept for sale or service shall be subject to inspection by the City or appropriate governmental agencies.

II. OPERATING SCHEDULE

Maintain operating hours at the GCCC as agreed upon by the GCCC Recreation Complex Manager and the Lessee, which includes a daily operation of a minimum of 8 hours, 6 days a week, requested special events and meetings, and closed on holidays.

III. PERSONNEL

Staffing: Lessee shall employ, provide training, education, and supervise all personnel for regular demand and special events. The Lessee shall provide all supervision and management to effectively perform the service and functions as proposed and as required to operate a food and beverage service at the GCCC. Lessee shall have key management staff for decision-making responsibilities, on site, or located within the City of Santa Fe during the contract term. Lessee shall allow its employees to enter upon and remain at the concession during events for a reasonable time prior to and subsequent to events, only for the purpose of providing the services herein mentioned.

IV. ADVERTISEMENT AND SALES

All advertising, direct mail and other promotional activity must be approved in advance by the GCCC Recreation Complex Manager. Advertising and promotional items must carry the GCCC Logo.

V. EQUIPMENT (Attached Copy)

- A. City will provide the following equipment, which the Lessee will use and maintain:
- Stove/Griddle

- Stove/Griddle Table
 - Walk in Freezer
 - Walk in Refrigerator
 - Ice Machine
 - Cappuccino/Espresso Machine
 - Nacho Cheese Machine
 - Commercial 3-Compartment Sink
 - Heat Lamp
 - Prep Cooler
 - Countertop Refrigerator
 - Pan Rack (x1)
 - Pantry Shelves (x4)
 - Angel Prep Table w/shelves
 - Small Prep Table w/shelves
 - 8' Prep Table w/ shelves (x2)
 - Variety of Pots/Pans/Cooking Utensils
- B. Lessee shall not construct, maintain or keep any equipment of any kind at the GCCC, whether temporary or to otherwise, without the written consent of the Recreation Complex Manager. Lessee shall not alter, make additions to or post any sign upon any part of the concession, or permit signs to be posted for advertising of goods of any nature at the concession without prior by the GCCC Recreation Complex Manager. The Lessee shall not remove any property furnished by the GCCC.
- C. City shall not be responsible for any goods, merchandise or equipment stored by the Lessee at the concession. The City shall not be responsible for damage resulting from any power failure, flood, fire, explosion or other causes beyond the City' control.
- D. At the Recreation Complex Manager's request, Lessee shall remove from the concession all of its property and items of business identification. Lessee, at its sole expense, shall make all necessary repairs and replacements to the concession for any damage caused by removal of such property.
- E. Lessee shall furnish, at its own expense, all common and skilled labor for the moving, setting up, dismantling and cleaning of concession stands in such location as approved by the GCCC Recreation Complex Manager.

VI. LICENSING AND COMPLIANCE

- A. City representatives, as authorized by the Recreation Complex Manager, shall have the right to enter upon and have access to all spaces occupied by Lessee during events and at all other times.
- B. City reserves the right to direct Lessee to partially or completely suspend sales during any events at which Lessee's services may be unsatisfactory to the City.
- C. Lessee shall abide by the City's and the GCCC's operating policies and directives.
- D. Lessee shall be expected to attend meetings as required by the Recreation Complex Manager.
- E. Lessee shall be responsible for initiating, maintaining and supervising all safety precaution programs.
- F. Lessee shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to, prevent damage, injury or loss to all persons. In addition, Lessee shall comply with all applicable safety laws, ordinances, rules, regulations, standards and lawful order of any public authority pertaining to the safety of persons or property of their protection from damage, injury or loss.

- G. Lessee shall manage any unusual condition which as occurred or which Lessee anticipates, including complaints from patrons, staff charges, legal action and other information which relates to the Lessee and its clients of the concession.
- H. Lessee shall have a current City Business Registration License and the Gross Receipts Tax Identification (CRS) Number. (CRS) Number.
- I. Lessee shall comply with all rules and regulations of the New Mexico Department of Health, and all applicable laws, statutes and ordinances of the State of New Mexico and the City of Santa Fe, including health and safety codes. Lessee, must at its own expense, obtain and maintain all permits and licenses required by federal, state and local laws and regulations to or affecting the handling, sale and disposal of food and non-alcoholic beverages.
- J. The concession shall be kept clean, orderly and sanitary at all times an in strict accordance with all federal, state, and local applicable laws, ordinances, rules, and regulations.
- K. Lessee shall be responsible for cleaning tabletops and floors during the operating hours of the concession in the Dining/Atrium area. Lessee shall clean any service area after an event. Lessee is not responsible for table and chair breakdown after an event.
- L. Lessee shall leave the equipment and appurtenances in the concession, or any other areas, in the condition as it was received.
- M. Lessee shall be responsible at its own expense for the following:
 - i. Additional equipment and supplies that are needed for operation of the concession at the GCCC.
 - ii. Keep all concession preparation, serving and eating areas at the GCCC in a high level of neatness and cleanliness.
 - iii. Provide all cleaning supplies, equipment and staff; and
 - iv. Ensure that all cleaning supplies, equipment and funds are adequately secured.
 - v. The semi-annual inspection by a qualified professional of the fire suppression system.
 - vi. Monthly inspection and servicing of the kitchen's grease traps.
 - vii. Regular servicing of the outdoor grease dumpster.
- N. Lessee agrees that it has inspected the facilities and equipment and thoroughly understands the area and equipment that is being provided by the City. No other verbal indications of additional City facilities, equipment or improvements are authorized or binding.
- O. Lessee acknowledges that the City is not responsible for any financial losses claimed by the Lessee.
- P. The Lessee agrees to perform an Annual Cleaning during the GCCC Annual Closure which usually falls on the last week of August and first weekend of September yearly.



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: YouthWorks, Inc.

Procurement Title: Lease & Operating Agreement Between City of SF and YouthWorks, Inc.

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☒ Contract over 60K ☐

Department Requesting Community Services Staff Name Jeremy Perea

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other:

Jeremy Perea Recreation Complex Manager Apr 27, 2023

Department Rep Printed Name (attesting that all information included) Title Date
 Contracts Supervisor Apr 28, 2023

Purchasing Officer (attesting that all information is reviewed) Title Date

ITT Representative (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # _____

Contractor: YouthWorks, Inc.

Description: Lease & Operating Agreement between City of SF and YouthWorks, Inc. for a Cafe at the Genoveva Chavez Community Center

Contract ☐ Agreement ☐ Lease / Rent ☒ Amendment ☐

Term Start Date: May 1, 2023 Term End Date: April 31, 2024

☐ Approved by Council Date: _____

Contract / Lease: Lease & Operating Agreement

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____


☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

The Department solicited proposals from food and beverage services vendors to lease, occupy, and operate the food and beverage concession within the GCCC. A selection committee was formed to review proposals, conduct interviews and evaluate all proposals. The selection committee subsequently identified YouthWorks, Inc. as the successful proposer.

3. **Procurement History:** _____

 _____ Apr 28, 2023
Purchasing Officer Review: _____ Date: _____
Comment & Exceptions: Leasing property - no procurement

4. **Funding Source:** _____ **Org / Object:** 2122800/460150

 _____ Apr 28, 2023
Budget Officer Approval: _____ Date: _____
Comment & Exceptions: _____

Staff Contact who completed this form: Jeremy Perea Phone # (505) 629-9568

Email: jjperea@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed)

Title

Date

23-0203 YouthWorks

Final Audit Report

2023-05-03

Created:	2023-05-01
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAS3jTe0qzj4OENgRVtd25XJWomqe1HUqi

"23-0203 YouthWorks" History



Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)

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Signature Date: 2023-05-02 - 0:02:33 AM GMT - Time Source: server- IP address: 63.232.20.2



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Agreement completed.

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