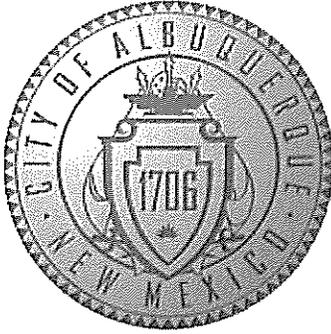


EC-23-341



CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

Mayor Timothy M. Keller

July 10, 2023

INTER-OFFICE MEMORANDUM

TO: Pat Davis, President, City Council
FROM: Timothy M. Keller, Mayor *TMK*
SUBJECT: First Amendment to Lease Agreement between City of Albuquerque and Vizionz-Sankofa

The City executed a lease agreement with Vizionz-Sankofa for a portion of the property known as the Gibson Health Hub, located at 5400 Gibson SE. The lease commenced on December 1, 2022.

City and tenant mutually agree to amend the lease to include Services in Lieu of Rent. Tenant has established an International District Family Resource Center that provides direct social services to the International District community and SE quadrant of the City of Albuquerque. In addition, tenant will offer services and support to the programs offered at the Gibson Health Hub and Gateway Center.

There is no monetary rent requirement, as of the lease commence date of December 1, 2022 other than if the tenant fails to comply with the monthly in-kind service requirement.

The initial year of this lease will generate \$76,992.00 (4,812 sq. ft. x \$16.00 sq.ft.) of in-kind services to the City and includes a 2% annual escalation each year thereafter.

This First Amendment to Lease Agreement is forwarded to City Council for approval.

TITLE/SUBJECT OF LEGISLATION:

First Amendment to Lease Agreement between City of Albuquerque and Vizionz-Sankofa

Approved:



Lawrence Rael Date
Chief Administrative Officer

Approved by the City Council

EC# _____

Approval Date: _____

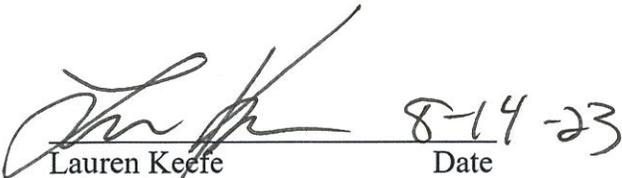


Recommended:



Carol M. Pierce, Director Date
Department of Family & Community Services

Approved:



Lauren Keefe
City Attorney

Cover Analysis

1. What is it?

First Amendment to Lease Agreement between City of Albuquerque and Vizionz-Sankofa

2. What will this piece of legislation do?

This will amend the existing lease so that services will be provided in lieu of rent

3. Why is this project needed?

To provide continued service at International District Family Resource Center that provides direct social services to the SE Quadrant of the City of Albuquerque

4. How much will it cost and what is the funding source?

N/A

5. Is there a revenue source associated with this contract? If so, what level of income is projected?

N/A

6. What will happen if the project is not approved?

Services to SE Quadrant of the City could be put in jeopardy

7. Is this service already provided by another entity?

No.

FISCAL IMPACT ANALYSIS

TITLE: First Amendment to Lease Agreement between City of Albuquerque and Vizionz-Sankofa

R: O:
 FUND: 110
 DEPT: 2935100

- No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.
- (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	2024	Fiscal Years 2025	2026	Total
Base Salary/Wages				-
Fringe Benefits at	-	-	-	-
Subtotal Personnel	-	-	-	-
Operating Expenses				-
Property		-	-	-
Indirect Costs	-	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -
<input checked="" type="checkbox"/> Estimated revenues not affected				
<input type="checkbox"/> Estimated revenue impact				
Revenue from program				0
Amount of Grant		-	-	
City Cash Match				
City Inkind Match				
City IDOH	-	-	-	-
Total Revenue	\$ -	\$ -	\$ -	\$ -

These estimates do not include any adjustment for inflation.

* Range if not easily quantifiable.

Number of Positions created

COMMENTS: City and tenant mutually agree to amend the lease to include Services in Lieu of Rent. Tenant has established an International District Family Resource Center that provides direct social services to the International District community and SE quadrant of the City of Albuquerque. In addition, tenant will offer services and support to the programs offered at the Gibson Health Hub and Gateway Center. No monetary revenue. In-kind services to the City in lieu of rent.

COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:

PREPARED BY:

DocuSigned by:
Anna Marie Uyan 7/18/2023 | 10:59 AM MDT
7D3FC7F1C7D844D
 FISCAL MANAGER

APPROVED:

DocuSigned by:
Gilbert Ramirez 7/21/2023 | 2:33 PM MDT
F9706DFEA0D2484
 DIRECTOR (date)

REVIEWED BY:

DocuSigned by:
Haiyan Zhao 7/21/2023 | 4:38
F1188F31D8C94B2
 EXECUTIVE BUDGET ANALYST

DocuSigned by:
Plummer Davis 7/24/2023 | 9:35
BD22ED78FD9344E
 BUDGET OFFICER (date)

DocuSigned by:
Christine Borner 7/24/2023 | 9:47 AM MDT
E02C282349CC47D
 CITY ECONOMIST

FIRST AMENDMENT TO LEASE AGREEMENT
CITY OF ALBUQUERQUE AND VIZIONZ-SANKOFA

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") between the **City of Albuquerque** ("City"), a New Mexico municipal corporation, and **Vizionz-Sankofa**, a non-profit organization ("Tenant"). Tenant and City may be referred to herein each individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City owns certain real property located at 5400 Gibson Blvd. SE, Albuquerque, NM ("Property"); and

WHEREAS, the Parties executed a lease commencing December 1, 2022 ("Lease"), for a portion of the Property identified as the Second Floor of Building 11 comprised of approximately four thousand eight hundred and twelve (4,812) square feet of rentable space ("Premises") for the purpose of providing an International District Family Resource Center that provides direct social services to the International District community and SE quadrant of the City of Albuquerque ("Purpose"); and

WHEREAS, the Tenant is designated as a non-profit organization; and

WHEREAS, the Parties wish to amend terms of the Lease related to compensation of rent to the City, and

WHEREAS, this Amendment shall supersede the requirement for monetary rent payments in the Lease effective December 1, 2022.

AMENDMENT

NOW, THEREFORE, for mutual consideration, and on the terms and subject to the conditions set forth herein, City and Tenant hereby agree to amend the Agreement as follows:

A. Unless otherwise defined in this Amendment, all capitalized terms shall have the meaning ascribed to them in the Lease.

B. Section II.B, paragraph 6 "Rent" shall be deleted in its entirety and replaced with the following:

(6) Rent:

- a. Rental payments shall commence on the Rent Commencement Date and for the initial year of the Lease shall be Seventy-Six Thousand, Nine Hundred Ninety-Two Dollars and Zero Cents (\$76,992.00) annually, due at a total monthly rental

First Amendment to Lease: City to Vizionz-Sankofa
5400 Gibson SE – Building 11, 2nd Floor
In-Kind Services

amount of Six Thousand, Four Hundred Sixteen Dollars and Zero Cents (\$6,416.00) (“Base Rent”).

- b. Base Rent shall increase annually effective on the first day of each Term year by an amount equal to two percent (2%) over the Base Rent paid during the previous Lease year.
- c. When applicable, in the event Tenant fails to pay Base Rent within fifteen (15) days of the due date, Tenant shall pay City a late payment charge equal to five percent (5%) of the Base Rent, compounded monthly.
- d. Base Rent together with all other consideration to be paid or provided by Tenant to City shall collectively constitute “Rent” and shall be paid or provided to the City without offset.

C. Section II.B, paragraph 7 “Time, Place, and Manner of Payments” shall be deleted in its entirety and replaced with the following:

(7) Services in Lieu of Rent; Time Place and Manner of Monetary Rent Payments:

- a. Services in Lieu of Rent. In lieu of monetary payment of the Rent, commencing December 1, 2022 and for the duration of the Term of the Lease, the Parties have agreed that the Tenant shall instead perform certain Services in Lieu of Rent (“Services”) and meet certain other obligations, as follows:

- (i) Tenant shall perform and provide certain Services through its occupancy of the Premises in lieu of payment of monetary Rent for the lease of the Premises. Services in lieu of Rent shall be at the sole expense of the Tenant and shall not be reimbursed from any funding source, i.e. City, State, Federal, grant, etc. Services shall consist of the following:

- 1. Case Management: Case Management services include, but are not limited to, assisting clients with applications for housing, SNAP benefits, Medicaid, and driver’s licenses or identification cards. Tenant will provide two (2) employees or representatives to serve as “Navigators” for this purpose, which Navigators shall work a collective total of twelve (12) hours a week to provide these services at a rate of \$35.00 per hour, for a total monthly value of case management services of \$1,680.00.

2. **Job Readiness & Soft Skills:** Tenant shall provide services to facilitate job readiness and the development of soft skills which will include but not be limited to: assisting participants in (i) learning how to create a resume, (ii) conducting job searches, and (iii) learning how to utilize soft skills to better equip themselves for the job market. Tenant will provide two (2) classes a week, each being two and a half (2.5) hours in length and having up to 15 participants per class. and for Each such class shall provide one (1) facilitator at a rate of \$35.00 per hour for a total monthly value of job readiness and soft skills services of \$700.00.
3. **Basic Computer Training:** Basic computer training consists of teaching fundamental usage of computers and smartphones for participants with limited knowledge thereof. Tenant will provide two (2) facilitators who will collectively provide twelve (12) hours of these services to ten (10) participants each week at a rate of \$35.00 per hour for a total monthly value of computer training services of \$1,680.00.
4. **Life Skills:** Life Skills sessions are designed to equip participants with daily living techniques such as budgeting, paying bills, how to write a check, hygiene, nutrition, laundry, organization/cleaning, and discussions of life responsibility and accountability. Tenant will provide two (2), one (1) hour sessions per week, with fifteen (15) participants in each session and with each such session being one (1) hour in length and being led by one (1) facilitator; the rate for provision of life skills session services is \$35.00 per hour for a total monthly value of life skills services of \$280.00.
5. **Financial Literacy and Credit Repair:** Financial literacy and credit repair classes educate participants on creating a pathway for financial management and knowledge of obtaining and maintaining good credit scores. Tenant will provide two (2) facilitated sessions per week, with each such session being two and a half (2.5) hours in length, serving ten (10) participants, and being led by one (1) facilitator; the rate for financial literacy and credit repair services is \$35.00 per hour for a total monthly value of financial literacy and credit repair services of \$700.00.
6. **Group Sessions:** Group sessions are designed to allow participants to unwind in a more personal setting, allowing for

discussions of lived experiences such as “where you’ve been, where you are, and where you’re going.” Tenant shall provide one (1) facilitator to conduct one (1), two (2) hour session a week for 10 participants at a rate of \$35.00 per hour for a total monthly value of group session services of \$208.00.

7. Ladies day and Self-Care: Ladies day and self-care services are activity driven and include things such as trips to do laundry, shopping for personal hygiene, clothes, hair and nail treatments, and personal care. Tenant shall provide two (2) facilitators to host at least fifteen (15) participants for a six (6) hour period one (1) time a week with no cost to participants. The monthly value of these services is \$1,000.00.
8. Gibson Health Hub and Gateway Services: Tenant shall offer services and support to the programs offered at the Gibson Health Hub and Gateway Center. Any additional classes/events shall be directly coordinated with and approved in writing by the City. Services will be valued at \$35.00 per hour per facilitator, per ten (10) participants.

(ii) Tenant is responsible for coordinating transportation for participants and facilitators for all classes/events and sessions. Tenant shall not directly transport participants at any time.

(iii) Tenant shall perform the Services at various days and times during each calendar month, twelve (12) months a year. Days and times for the Services shall be agreed upon by the City.

(iv) City and Tenant understand and agree that the Services in lieu of Rent to be performed hereunder by Tenant are intended to benefit the community by offering services, support, and advocacy as it relates to the Purpose.

- b. In-Kind Monitoring. The Tenant will be required to provide evidence of compliance with and performance of its in-kind Service obligations. Evidence includes, but is not limited to, promotional material, participant sign-in sheets, feedback forms, and any other documentation that Tenant can provide to verify the Services provided. As stated below in subparagraph (e), and upon request and within a timely manner, Tenant will provide assistance to and shall provide documentation and information requested by the City in order to monitor and evaluate the performance of the above-mentioned in-kind Services. It is understood that the City, at its discretion, may perform periodic fiscal and program

monitoring reviews. It is also understood that reviews by other officials may be required.

- c. Monthly Reports. Tenant will provide to the City monthly program performance reports covering the Services provided during the reporting period, to include a cost break down that reflects Services in lieu of Rent. **Subject to subparagraph i below regarding reports for Services performed during the time period of December 1, 2022 through July 30, 2023, reports must be provided to the City by the 15th of each month for the preceding month.** Services are not transferrable month to month. Should Tenant cease in whole or in part to provide these Services as required, or if Tenant in any way otherwise modifies the use of the Premises without prior written approval of the City, Tenant will be in default under this Lease and will, at the discretion of the City, either surrender the property to the City or pay the then fair market rental value (\$16.00 sq. foot) for the Premises.
- d. Failure to Provide Services / Reports Unacceptable. In the event the Tenant fails to provide required monthly reports acceptable to the City by the 15th of each calendar month, the Tenant shall be responsible for paying the entire monthly Rent due. An invoice for such Rent due will be issued to the Tenant with payment thereof being due within 30-days of the date of invoice.
- e. In-Kind Record Keeping. The Tenant shall maintain records of all Services provided as part of the Lease. All records should be maintained in a manner that allows information to be made readily available upon request by the City.
- f. Cooperation. Tenant will further cooperate with any City, State, or Federal program data collection and evaluation efforts by providing, in a timely manner, any requested information for the Services delivered. Failure to do so shall be considered a material breach of this Lease and may result in termination of this Lease at the discretion of the City.
- g. Independent Contractor. Tenant acknowledges that in providing Services it is doing so as an independent contractor and will be responsible for all needed insurance, liability waivers, and employer responsibilities.
- h. No Offset. Rent and any and all other consideration to be paid or provided by Tenant to City shall be paid or provided without offset.
- i. Reporting for Time Period of December 1, 2022 to July 30, 2023. Notwithstanding the requirements set forth in subparagraph c, above, the

fifteen (15) day requirement for submission of monthly reports shall be waived with regard to the monthly reports for the months of December 2022 through July 2023 (the “Outstanding Reports”). Tenant shall still be required to submit all eight (8) of the Outstanding Reports pursuant to the requirements for such reports as set forth herein; however, Tenant shall have until December 31, 2023 (or such other later date which may for good cause be agreed upon by the City in its sole discretion) to submit all Outstanding Reports to the City.

- j. Time, Place and Manner of Payments: In the event that Tenant is required to remit payment of monetary rent, the following shall apply:
- (i) All Rent shall be paid to the City of Albuquerque, Central Accounts Receivable, Billing Division, PO Box 27780, Albuquerque, NM 8712S, or at such other place as the City may designate from time to time for this purpose.
 - (ii) Rent shall be paid by check, online, or as otherwise specified by the City.

D. Remaining Terms. Except as modified herein, the Lease and all terms set forth therein shall remain in full force and effect.

E. Electronic Signatures. Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this Amendment may be electronically signed and that the electronic signatures appearing on this Amendment are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility:

[SIGNATURE PAGES IMMEDIATELY FOLLOWING]

IN WITNESS WHEREOF, the parties hereto have signed this Amendment to the Lease as of the date indicated by each signature, and the Amendment is effective only upon the signature of the City’s authorized representative.

CITY:
CITY OF ALBUQUERQUE
A New Mexico Municipal Corporation

Approved by the City Council

EC# _____

Lawrence Rael, Chief Administrative Officer

Approval Date: _____

Date: _____

RECOMMENDED BY:

Carol M. Pierce, Director
Department of Family & Community Services

Date: _____

TENANT:
VIZIONZ-SANKOFA, LLC
a New Mexico limited liability corporation

Khadijah Bottom

Date: _____