



# City of Albuquerque

*Albuquerque, New Mexico*

Office of the Mayor

Mayor Timothy M. Keller

EC-19-464

August 6, 2019

## Interoffice Memorandum

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**TO:** Klarissa J. Peña, President, City Council

**FROM:** Timothy M. Keller, Mayor

**SUBJECT:** Explora Operating and Facility Lease Agreement

*FK*

Executive Communication for Explora Operating and Facility Lease Agreement.

Explora and the City desire Explora to continue to operate the Center at the Facility in “public-private partnership” with the City in order to achieve an outstanding Center.

The City desires to continue to promote science and art, technology and culture, education, tourism and other activities by Explora at the Center.

In consideration for Explora’s management and operation of the Center as described in this agreement, the City shall provide partial funding (not to exceed fifty-five percent (55%)) of the budgeted amount required for the Center’s operations during each fiscal year of this Agreement. Such annual amount may be adjusted during the fiscal year. FY20 Budget amount for Explora is 1,446,000.

## **Cover Analysis**

### **1. What is it?**

Explora Operating and Facility Lease Agreement

### **2. What will this piece of legislation do?**

Explora and the City desire Explora to continue to operate the Center at the Facility in “public-private partnership” with the City in order to achieve an outstanding Center.

### **3. Why is this project needed?**

The City desires to continue to promote science and art, technology and culture, education, tourism and other activities by Explora at the Center.

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

In consideration for Explora’s management and operation of the Center as described in this agreement, the City shall provide partial funding (not to exceed fifty-five percent (55%)) of the budgeted amount required for the Center’s operations during each fiscal year of this Agreement. Such annual amount may be adjusted during the fiscal year. FY20 Budget amount for Explora is 1,446,000.

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

N/A

# FISCAL IMPACT ANALYSIS

TITLE: Explora Operating and Facility Lease Agreement

R: O:  
FUND: 110

DEPT: Cultural Services

- ☒ 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:

	2019	Fiscal Years 2020	2021	Total
Base Salary/Wages				-
Fringe Benefits at	-	-	-	-
Subtotal Personnel	-	-	-	-
Operating Expenses		-		-
Property		-	-	-
Indirect Costs	-	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -
<input 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

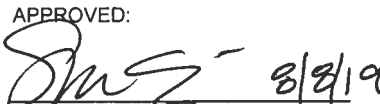
**COMMENTS:** FY 2020 Appropriation for Explora Science Center (Program 2300010, Dept ID 2312000) equals \$1,446,000. The Operating and Facility Lease Agreement will not exceed the funds appropriated. The City adjusts the appropriation every fiscal year.

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

PREPARED BY:

  
FISCAL MANAGER (date) 8.7.19

APPROVED:

  
DIRECTOR (date) 8/8/19

REVIEWED BY:

  
EXECUTIVE BUDGET ANALYST

  
BUDGET OFFICER (date) 8/8/19

  
CITY ECONOMIST

## **EXPLORA OPERATING AND FACILITY LEASE AGREEMENT**

THIS AGREEMENT ("Agreement") is entered into this 17<sup>th</sup> day of JULY, 2019, between the **CITY OF ALBUQUERQUE**, a New Mexico municipal corporation (the "City"), and **EXPLORA SCIENCE CENTER AND CHILDREN'S MUSEUM OF ALBUQUERQUE**, a New Mexico nonprofit corporation ("Explora"), 1701 Mountain Road NW, Albuquerque, New Mexico 87104. This Agreement amends and supersedes in its entirety the Explora Operating and Facility Agreement dated December 21, 2018.

### **RECITALS**

WHEREAS, Explora is a private non-profit corporation which was organized by citizens of this community who have long been active in promoting an interactive science center and children's museum and who established such a center (the "Center") for the benefit of the community and particularly for its children and young people, but readily accessible for individuals of all ages; and

WHEREAS, the mission statement of Explora, as adopted by its Board of Directors, is Explora: creating opportunities for inspirational discovery and the joy of lifelong learning through interactive experiences in science, technology and art ("Mission Statement"); and

WHEREAS, Explora has operated the Center since 1996 and has provided funding and resources for the creation of exhibits and programs for the Center; and

WHEREAS, the citizens of Albuquerque instituted a Quality of Life tax in order to fund construction by the City of a building for the Center; and

WHEREAS, the City has constructed a permanent facility including a building, parking lot and grounds (the "facility") for the Center at 1701 Mountain Road NW in Albuquerque, which opened in 2003; and

WHEREAS, in accordance with previous operating agreements, the City has provided annual funds to assist with the Center's operations; and

WHEREAS, the City desires to continue to promote science and art, technology and culture, education, tourism and other activities by Explora at the Center; and

WHEREAS, Explora and the City desire Explora to continue to operate the Center at the facility in "public-private partnership" with the City in order to achieve an outstanding Center (§ 10-4-2 R.O.A. 1994); and

WHEREAS, Explora raises funds from Federal, State, local, private and corporate donors and foundations for exhibits, staff, programming and operations of the Center at the facility; and

WHEREAS, the City wishes to continue to provide a portion of the operating funds for the Center at the facility; and

WHEREAS, the City and Explora executed an Operating and Facility Agreement, on March 27, 2008, hereinafter referred to as the “2008 Agreement,” whereby Explora agreed to render certain professional services to the City; and

WHEREAS, in the 2008 Agreement, the City and the Explora established the obligations and duties, rights, and responsibilities of each with respect to operations of the Center; and

WHEREAS, the City and the Explora entered into a First Supplemental Agreement, dated July 1, 2013, to extend the 2008 Agreement for an additional five (5) year period; and

WHEREAS, the City and the Explora entered into a Second Supplemental Agreement on May 2, 2016, to correct a reference to the effective date of the 2008 Contract in the First Supplemental Agreement; and

WHEREAS, on June 30, 2018, the Second Supplemental Agreement terminated and the City and the Explora entered into a Third Supplemental Agreement, extending the term of the Second Supplemental Agreement for an additional six months until January 31, 2019 (the 2008 Agreement, the First Supplemental Agreement, the Second Supplemental Agreement, and the Third Supplemental Agreement shall be collectively referred to herein as the “2008 Explora Operating Agreement”); and

WHEREAS, on December 21, 2018, the City and the Explora entered into the Explora Operating and Facility Agreement (December 21, 2018, Agreement) , wherein certain provisions of the 2008 Agreement were updated, clarified and amended to reflect the current operations of the facility and to address anticipated future expansion of the Center’s operations through the construction of new buildings or structures (referred to herein as “Expansion(s)”; and

WHEREAS, the December 21, 2018, Agreement expires on January 1, 2020, unless sooner terminated and may be extended for an additional period of up to one (1) year, or such other period of time to which the parties mutually agree, following a determination by the City that the mission and goals of the Center are being met.

WHEREAS, Explora provides extensive public programming and opportunities for youth engagement that enhances the educational opportunities in science for the City’s youth and families. According to Explora’s most recent Program Summary report, dated January 24, 2019, these programs and opportunities include but are not limited to the following:

- Distribution of over 20,000 no cost-memberships to low income families through schools and community groups;
- School children visits and special programs for deeper on-site classroom exploration, including over 100 programs matched to the k-12 curriculum;
- Early Childhood and Teen after school programs and seasonal camps;
- Programs allowing local Sandia, LANL and UNM researchers to share their work with school children throughout the community;
- Unique programming for children on the autism spectrum;

- Programming designed to engage more girls in science and engineering;
- Professional development programs for educators;
- Student internship programs;
- Ongoing public programs and events; and
- Development of the planned Cradle through Career STEAM Learning Campus in the Old Town museum district, including the STEM Education and Workforce Center and an Explora Early Learning Center aimed at providing much-needed, high-quality early childhood education for low-income families and to serve as the lab school for CNM.

WHEREAS, the City finds that the mission and goals of the Center are being met, and desires to continue the public-private partnership with Explora—for an additional five (5) year period, until January, 2025, as further set forth below;

WHEREAS, the parties wish to set out the obligations and duties, rights and responsibilities of each with respect to operations of the Center in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the parties agree as follows:

## ARTICLE 1 - ORGANIZATION AND OPERATIONS

**1.1 Missions and Goals.** The Center shall be operated for the general benefit and enjoyment of the citizens of Albuquerque and the State of New Mexico, as well as visitors to the community. The emphasis of the Center shall continue to be on interactive, “hands-on” exhibits and programs in science and art, technology, and culture (as it relates to science and technology). Explora’s Mission Statement may be amended from time to time so long as it remains consistent with the original Mission Statement. Explora agrees to comply with this Mission Statement, including the following goals:

- Exhibits and programs shall be designed to informally educate and to stimulate interest in science and art, technology and culture (as it relates to science and technology).
- Development of critical thinking skills and fostering of creative activity shall be integral to the mission.
- Appropriate exhibits and programs shall be included for young children, teenagers, adults and seniors.
- Explora shall operate the Center in a manner sensitive to the unique culture and character of New Mexico.
- Explora shall work towards accomplishing the mission and goals set forth in §10-4-2-1 ROA 1994, as may be amended from time to time.
- Explora shall be committed to successful fundraising to provide necessary funds for its operation of the Center.
- The Center shall be financially and physically accessible and inviting to all citizens of the community and its visitors.

**1.2 Operation and Management.** Explora shall be responsible for and shall have full powers of operation and management of the Center and the Facility. Explora shall have full power and authority to do all acts that are necessary or desirable for the proper management of the Center, including the authority to sign contracts and other business agreements, in its own name and in the name of the Center, unless such acts are specifically restricted or prohibited by this Agreement or by applicable law.

**1.2.1 Exhibits and Programming.** Explora shall develop, design, produce, and acquire appropriate exhibits and educational programs for the Center.

**1.2.2 Personnel.** Explora shall employ and supervise all staff reasonably necessary for operation of the Center at staffing levels approved by Explora's Board of Directors (the "Board"). In addition, Explora shall have in place a human resources policy and manual covering, among other subjects, the multilingual ability and cultural diversity of the Center staff.

**1.2.3 Purchasing/Acquisitions/Local Buy.** Explora shall conduct all purchasing required for operation and management of the Center, including but not limited to, acquisition of exhibits and capital equipment as provided herein. When feasible and not cost prohibitive, Explora shall use its best efforts to subcontract to local vendors and to make purchases for its business operations from local vendors. Explora will assist with the distribution, collection, and reporting of any requested collateral materials related to the local buy requirements. For purposes of this Agreement, "local vendor" means an entity that maintains its principal office and place of business within the Greater Albuquerque Metropolitan Area (City of Albuquerque or Bernalillo County) and ownership resides 51% in the Greater Metropolitan Area. Purchasing from state grant funds for capital purposes passed through the City or appropriated to the City for Explora shall be governed by section 2.1.3 of this Agreement. Explora shall obtain written approval from the Chief Administrative Officer (the "CAO") of the City of all contracts concerning the Facility which extend beyond the Term, and shall provide copies of such contracts to the CAO.

**1.2.4 Accounting.** Explora shall conduct all accounting, record-keeping, budgeting and other fiscal and administrative functions required for operation of the Center in accordance with industry standards and generally accepted accounting practices in the United States. Except as otherwise authorized by the City, such records shall be maintained for a period of five (5) years following creation of such records.

**1.2.5 Expenses.** Explora shall be responsible for payment of all expenses and fees incurred in the operation and management of the Center, except as set forth herein, and shall indemnify the City from any claim, charge, assessment, debt, or default relating to such expenses at all times during the continuance of this Agreement.

**1.2.6 Planning.** Explora shall develop short and long-term plans for the Center and its use of the Facility, including but not limited to exhibits, programming, fundraising, marketing and Expansions. Explora shall provide its strategic plan to the CAO, and any substantive updates to the strategic plan. Explora shall market and promote the Center in accordance with such plans. In addition, Explora shall develop methods for periodically receiving input and feedback from the New Mexico community to assist with planning in the future.

**1.2.7 Discrimination Prohibited.** In operation of the Center hereunder, Explora shall not discriminate against any person on the basis of race, color, religion, sex, gender or sexual preference, national origin or ancestry, age, physical handicap, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended.

**1.2.8 ADA Compliance.** In operation of the Center, Explora agrees to meet all the requirements of the Americans With Disabilities Act of 1990, and all applicable rules and regulations (the "ADA") which are imposed directly on Explora or which would be imposed on the City as a public entity; and agrees to adopt the same ADA policies and procedures as have been adopted by the City, in particular with regard to access to public facilities. Explora agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees, in their official and individual capacities, from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of Explora or its agents that may violate the ADA. The City represents that it will maintain the Facility as ADA compliant for the Term of this Agreement.

**1.2.9 Cooperation.** Both parties agree that they will use their best efforts to further a favorable City/Explora "partnership." Explora agrees to seek help and advice from the City concerning its obligations, operations, fundraising efforts, and the like, and the City agrees to assist Explora to further the City/Explora "partnership." For example the City agrees to work with Explora to allow Explora to purchase goods and services through the City or City vendors, including for utilities, when required by law or when cost savings can be achieved.

**1.3 Organization of Explora.** Explora has organized itself as and shall remain a New Mexico nonprofit corporation in good standing as well as a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code or any similar successor statute.

**1.3.1 Board of Directors.** Explora is governed pursuant to the laws of New Mexico applicable to non-profit corporations. In that regard, Explora is under the control of a Board of Directors, which is the policymaking body for the organization. The Board shall be broadly representative of the Albuquerque community, including its various geographic areas, gender and ethnic diversity, and appropriate professional backgrounds, and to achieve its goals and mission statement, the goals of this Agreement, and of §10-4-2-1 ROA 1994. Explora agrees to structure its Board and to take the necessary actions so that the Board is run efficiently and effectively at all times and for the long-term. These actions may include, but are not limited to, increasing or decreasing the number of Board members, providing for termination of non-attending Board members, staggering Board terms, defining membership positions, amending its bylaws, hiring outside consultants, and the like.

**1.3.2 City Board Members.** So long as this Agreement is in effect the following City representatives shall be members of the Board: (i) one member appointed by the Mayor; (ii) one City employee appointed by the CAO, and (iii) two members appointed by a majority of the City Council.



**1.3.3 Bylaws.** Explora shall provide the City with up to date copies of its bylaws as they are amended from time to time. The City appointed Board Members shall be entitled to all Board reports and minutes available to all other Explora Board members.

**1.3.4 Open Meetings Requirements.** Explora acknowledges that any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of §2-5-1, et seq., ROA 1994, Public Interest Organizations, as enacted or subsequently amended. Explora agrees to comply with all such requirements.

**1.4 Executive Director.** Explora shall employ an Executive Director responsible for daily operation of the Center, including but not limited to, hiring and direction of all staff, development of educational programs and exhibits of the Center, and direction of all fund-raising and promotional activities. The Executive Director shall report to the Board. In addition, the Executive Director shall inform not less than annually the CAO and the City Council concerning the activities of the Center, which shall include attendance information.

## **1.5 Additional Operational Requirements**

**1.5.1 Reports.** In addition to reports provided to the City, Explora agrees to provide the following reports to the CAO annually on or before the dates indicated below:

<b>Report:</b>	<b>Described in:</b>	<b>Due to the City:</b>
Annual Inventory	Section 3.8.1	September 30
Annual Audit	Section 1.5.3	February 28
IRS Form 990	N/A	February 28
Annual Report	Section 1.5.3	March 31
City Operating Funding Request and Projected Summary Budget	Section 2.1.1	January 31
Budget Adopted by the Board at end of Fiscal Year June 30		June 30
Bylaws or statement of no amendment	Section 1.3.3	November 15

Explora has provided to the City: i) a human resources policy and manual; ii) a diversity plan; and iii) a code of ethics, in a form acceptable to the City. When amendments to such policies are approved by the Board, Explora shall furnish them to the CAO.

**1.5.2 Audits and Inspections.** At any time during normal office hours, as often as the City may deem necessary, and with reasonable notice, there shall be made available to the City for examination all of Explora's records with respect to all matters covered by this Agreement. Explora shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Explora understands and will comply with the City's Accountability in Government Ordinance,

§2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

**1.5.3 Annual Audit.** Following the end of each fiscal year of Explora, Explora shall have a financial audit conducted in accordance with generally accepted auditing standards in the United States by an independent professional certified public accountant. Said audit shall be utilized in preparation of an annual report of the Center's activities, including but not limited to descriptions of ancillary, off-site, educational, outreach, and special programs and other information which reflects the impact of the Center and its programs on the local community and the State of New Mexico.

**1.5.4 City and City Council Meetings.** Explora agrees to attend City and City Council meetings, as requested upon at least seven calendar days' notice.

**1.5.5 Notice of Events.** Explora shall provide the City, by mailing to the CAO, the Director of the Cultural Services Department, and to the Director of Councilor Services, notice of all major exhibit changes, grand openings, and special events at the Center.

**1.5.6 City of Albuquerque Recognition.** In consultation with the City and when appropriate, Explora shall use the City's logo and One Albuquerque branding on all promotional and educational materials distributed by Explora.

## **ARTICLE 2 - FUNDING**

### **2.1 City Funding and Payments.**

**2.1.1 City Funding for Operations.** In consideration for Explora's management and operation of the Center as described in this Agreement, the City shall provide partial funding (not to exceed fifty-five percent (55%)) of the budgeted amount required for the Center's operations during each fiscal year of this Agreement. Such annual amount may be adjusted during the fiscal year. Notwithstanding, this agreement is not a commitment by the City to provide funds or a certain level of funding each fiscal year. Explora shall use reasonable efforts to: a) earn additional funds through operations; and b) to fundraise additional funding in accordance with Section 2.2.1.

**2.1.2 Method of Payment.** In each full fiscal year of this Agreement, the amount appropriated in the annual City budget shall be paid to Explora in twelve (12) equal monthly installments via ACH transfer. In each partial fiscal year of this Agreement, said installments shall be paid for the number of full months of said fiscal year contained within the Term of the Agreement. Any adjustments to the appropriated amount shall be made in equal amounts added to or deducted from, as appropriate, the payments remaining after the date of approval of the adjustment by the City Council. All such payments shall include any applicable gross receipts taxes and shall be made on or about the 15th day of each month for the preceding month, commencing on the 15th of the month following execution of this Agreement. Such payments shall be made to Explora for the services described herein upon receipt by the City of properly detailed invoices for payment as determined by the budgetary and fiscal guidelines of the City.

Invoices from the City for overhead charges or reimbursements of expenses incurred by the City on behalf of Explora shall be paid promptly by Explora after receipt of an invoice from the City.

**2.1.3 City Funding from Grants.** The City may also appropriate and provide to Explora from time to time, grant funding received by the City to be used by Explora for capital purchases. Such capital grant funding shall be provided and expended in accordance with the Processes and Procedures for Utilization of State of New Mexico Capital Grant Funds for the Acquisition of Tangible Personal Property and Services attached to this Agreement as Exhibit A.

**2.1.4 Appropriations.** Notwithstanding any other provisions in this Agreement, this Agreement is contingent upon the City Council and Mayor of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If the City Council and Mayor do not make the appropriations or decrease the amount of the appropriations, such event shall not constitute an event of default by the City. The City's decision as to what amount of appropriations is available shall be accepted by Explora and shall be final.

## **2.2 Additional Sources of Funding**

**2.2.1 Fundraising.** Explora has developed a detailed fundraising plan approved by the Board. Explora shall solicit, in accordance with the plan, private, corporate, foundation and public funding and in-kind gifts, grants, and donations to support the Center. All donations and such funds raised by Explora, other than grant funds received by the City, shall be the property of Explora and shall be used by Explora for operating and capital expenses of the Center and as otherwise approved by the Board. Explora has established an endowment fund and shall use only a portion of the funds raised to expand the endowment as approved by the Board, except for funds designated specifically for endowment.

**2.2.2 Admissions and Other Revenues.** Revenues earned by the Center from operations, including but not limited to, admissions, gift shop sales, program fees, projects, rental receipts, and other charges, shall remain the property of Explora and shall be used for operating and capital expenses of the Center and as otherwise approved by the Board.

**2.2.3 Admissions Fee.** The Board shall establish the fee to be charged for admission to the Center, which shall be submitted to the Mayor for approval prior to implementation, such approval not to be unreasonably withheld.

**2.2.4 Support Group Funding.** If a support organization is created whose principal and authorized purpose is to aid the Center through financial support, Explora shall enter into a written agreement with such organization before receipt of any funding and provide a copy of such agreement to the CAO upon execution. Funding from any such organization shall be administered in accordance with standard accounting practices.

## **2.3 Use of Funding**

**2.3.1 Funds to Benefit Center.** Explora agrees that all funds raised by Explora and all funds made available by the City pursuant to this Agreement shall be used solely for the benefit

of the Center. All such funds shall be deposited to accounts designated for the appropriate purpose and shall be administered in accordance with standard accounting practices.

**2.3.2 Investments.** Explora shall apply the investment standard set forth in Section 46-9A-1 et seq. NMSA 1978 to govern any investments it makes with funds made available by the City.

## **ARTICLE 3 - FACILITY**

### **3.1 Facility.**

**3.1.1 Description.** For purposes of this Agreement, the term "Facility" shall refer to the building, parking lot, grounds and any permanent improvements thereto and Expansions on City property located at 1701 Mountain Road NW, Albuquerque, NM 87104. The Facility also includes a small area owned by the State of New Mexico, for the Museum of Natural History and Science, as identified in the Memorandum of Understanding between the State and the City executed on December 5, 2000 (attached as Exhibit B).

**3.1.2 City Property.** The Facility, except for the portion owned by the State as described above, shall remain at all times the property of the City and shall be insured under the City's master property policy. Explora shall not pledge, encumber or grant security interests in the Facility or this Agreement with any mortgage or lien indebtedness, without the City's prior, express, and written consent.

**3.2 Grant of Rights.** The City grants to Explora the right to use the Facility for the uses and purposes and subject to the terms, conditions and limitations set forth in this Agreement and the City's responsibilities to the State of New Mexico, as further detailed in Exhibit B. These rights are subject and subordinate to the right of the City and other owners of public utilities to operate, maintain, repair, modify, realign, replace and reconstruct public utilities in, under, across and upon the Facility.

**3.2.1 Occupancy.** Explora shall be entitled to continue occupancy upon execution of this Agreement, or as otherwise agreed to by the parties.

**3.2.2 Quiet Enjoyment.** Upon the performance of all terms, conditions and covenants of this Agreement which Explora is required to perform, Explora shall at all times during the Term and any extension of the Term, peaceably and quietly enjoy the Facility without any disturbance from the City.

### **3.3 Purpose and General Use.**

**3.3.1 Authorized Use.** Explora shall use the Facility as and only to house the Center and to further the mission and goals set forth above in Section 1.1. Explora shall comply with all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations, now or hereafter enacted or amended, affecting the Facility or required by any activity or condition on or in the Facility.

**3.3.2 Unauthorized Use.** Explora shall not use or occupy or permit the Facility to be used or occupied for any unlawful purpose or purpose which would in any way make void or voidable any insurance then in force with respect to the Facility, cause or be likely to cause structural damage to the Facility or any part thereof, or constitute waste or a public or private nuisance.

**3.3.3 Utility Services.** Explora shall be responsible for paying all utility charges and services, including, but not limited to, water, gas, electricity, sewage, refuse, janitorial, telephone and security services.

**3.3.4 Signage.** Explora shall not place, locate or erect any permanent signs or billboards on the exterior of the Facility without the prior written consent of the City in each instance. Likewise, the City shall not construct, erect or place any signage on the Facility without the prior written consent of Explora, such consent not to be unreasonably withheld. Explora shall be entitled to place, locate and erect temporary signage, including banners subject to the provisions of local ordinances, to promote and provide information about the Center, certain exhibits, opening, events, hours, and the like. All signage shall comply with applicable laws and regulations.

**3.3.5 Artworks.** Explora shall not place, locate, erect or construct, or allow to be placed, located, erected, or constructed, any murals or permanent artworks on the exterior of the Facility without the prior written consent of the City in each instance. Likewise, the City shall not place, locate, erect or construct any artworks at the Facility without the prior written consent of Explora, except that artworks approved through the City's Public Art Program for placement at the Facility prior to November 18, 2002, shall be excluded from this requirement, unless otherwise agreed to in writing by the parties.

**3.3.6 City's Right of Entry.** The City, its authorized employees and representatives, shall have the right to enter the Facility at reasonable times and upon written notice for the purpose of inspecting the Facility.

**3.3.7 Fire or Other Casualty Loss.** In the event of damage to or destruction of the Facility or any portion thereof, the City shall have no obligation to rebuild, replace or restore the damaged areas. If the City or Explora determines that the damage has rendered the Facility untenable and the City will not rebuild, replace, or restore the Facility, the terms of this Agreement, as to the Facility, shall terminate effective as of the date of the damage. The City shall not be liable, except in the case of the negligence of the City, its agents, or employees, for any damage to or loss of Explora's property or Explora's improvements to the Facility from any cause, including but not limited to, bursting or leaking of water pipes, fire, theft, flooding, wind and negligence of subtenants or sublessees. All property and improvements of Explora shall be placed in or upon the Facility at the sole risk of Explora.

**3.4 Maintenance, Repairs and Replacements.** Explora agrees that the Facility shall be under the full control of Explora, its agents, or employees and that all maintenance or repairs to the Facility, its systems, and equipment, and replacements of equipment and system parts for the Facility shall be the responsibility of Explora, to be done by and at the sole expense of Explora, except as provided in Section 3.4.2 below. To the extent of the responsibilities of each described

herein, the parties agree to keep and maintain the Facility in a safe and sanitary condition for the use of visitors and staff and to ensure that the value of the Facility is maintained at all times. The parties agree that the Facility shall be maintained in first rate condition at all times.

**3.4.1 Maintenance.** Explora shall provide preventative maintenance for the Facility, its systems and equipment, and as needed shall enter into maintenance contracts following the expiration of applicable warranties. The City shall have the right to request a written plan for maintenance for the Facility and its systems and equipment if the level of maintenance does not meet the standards established herein. Explora shall be responsible for arranging for the removal of graffiti.

**3.4.2 Repairs and Replacements.** Subject to Section 2.1.4, the City shall be responsible with reasonable dispatch, at its sole cost and expense for (i) maintenance or repair of the Facility parking lot and driveway paving, and (ii) major Facility repairs and replacements which constitute capital improvements or expenditures. "Capital" refers to goods with a life span of a minimum of 10 years. Explora shall be responsible, at its sole cost and expense, for repairs and replacements which are not capital improvements or expenditures. In the event Explora fails to make any of the repairs or replacements which it is responsible to make with reasonable dispatch following reasonable written notice of such failure, the City shall be entitled to enter the Facility and make or cause the same to be made at Explora's expense. Each party shall be responsible, at its sole cost and expense, for repairs and replacements resulting from the negligence of said party, its agents, and employees. The City shall provide reasonable notice to Explora before commencing any work required pursuant to this Section.

**3.4.3 Quality of Work.** Subject to Section 2.1.4, all repairs and replacements shall be made promptly as and when necessary. All repairs and replacements shall be at least equal in quality of materials and workmanship to the original work and shall be made in compliance with all applicable statutes, ordinances or building codes.

**3.4.4 Security.** Explora shall pay for operation, installation, maintenance and repair of a security system or security services for the Facility.

### **3.5 Additional Uses**

**3.5.1 Subleases and Rentals.** Explora shall not sublet the whole or any part of the Facility without the City's prior written approval of the terms and conditions of the sublease. However, the City's approval shall not be required for Explora's lease or rental of space to third parties in the ordinary course of its operations for a period of less than thirty (30) days (hereinafter, "short-term rental(s)") for events, classes, training seminars, short-term projects, local theater, exhibitions and the like. An approval of a rental or sublease shall not release Explora from, or otherwise affect in any manner, any of Explora's obligations under this Agreement. Each rental and sublease shall be subject and subordinate to the rights of the City under this Agreement and to any amendment or modification of this Agreement. Except for short-term rentals, any rental or sublease without the written approval of the City shall be void, and shall, at the option of the City, be terminated. The Facility may not be rented or sublet, with or without fee, for a political event that has the primary purpose of obtaining votes or fundraising for an election.

**3.5.2 City's Use of Facility.** If the City desires the use of the Facility or any portion of the Facility for a public purpose and the Facility or the required portion of the Facility is available during the desired time, Explora agrees to allow the City's use of the Facility or portion of the Facility as follows: a) two (2) daytime events and four (4) evening events each fiscal year at no charge, provided that the City shall provide all necessary cleaning and security for such evening events. The City shall provide one month's advance written notice to Explora of the desired use and Explora shall respond to the notice within ten (10) calendar days. The City shall likewise have the right to use the Facility's community room, if available, during the Center's regular business hours at no charge. The City shall provide at least seven (7) calendar days notice to Explora of any such desired use.

### **3.6 Additional Requirements**

**3.6.1 Taxes and Assessments.** Explora shall pay promptly as they become due and payable all taxes and assessments and fees that may now or during the Term or any extension of the Term of this Agreement be imposed on the Facility, except for property taxes (if any). However, personal property taxes, if any, are and shall remain the sole obligation of Explora.

**3.6.2 Insurance.** Explora shall procure and maintain at its expense insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by it or its agents. All policies of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico 87103, before a policy is cancelled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than workers' compensation, the policies shall be endorsed to name the City as an additional insured for all ongoing and completed operations. All coverages afforded shall be primary and noncontributory with respect to operations provided. Kinds and amounts of insurance required are as follows:

a) **Commercial General Liability Insurance.** A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire - Legal
\$ 5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed at the Facility by Explora, and Sexual Abuse and Molestation coverage, including contractual liability coverage which specifically insures the hold harmless provisions of this Agreement. Officers and directors liability coverage shall be included or provided separately.

b) **Property Insurance.** Special Form (“risks”) Property insurance to cover any loss or damage to Explora’s business personal property, and any Tenant improvements and betterments by Explora, including City property at the Facility in an amount sufficient to cover the full replacement cost for such property.-

c) **Automobile Liability Insurance.** An automobile liability policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policy of insurance must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.

d) **Workers' Compensation Insurance.** Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City.

The City may require Explora to reasonably increase the maximum limits of any insurance required herein to be consistent with changes in the City’s statutory liability under the New Mexico Tort Claims Act.

**3.6.3 Permits.** Explora shall obtain and maintain all licenses and permits and pay all appropriate fees required for management and operation of the Center. The City shall cooperate with Explora as needed.

**3.6.4. Use of City Vehicles by Explora.** Explora and its employees will follow applicable City regulations governing use and operation of City vehicles. Any additional terms and conditions governing Explora’s use of vehicles owned by the City or purchased with City funds will be governed by separate agreement.

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**3.7 Alterations, Modifications and Improvements to the Facility.** Explora shall not modify, change or alter the Facility without the prior written consent of the City, such consent not to be unreasonably withheld; provided however Explora shall be entitled, without the consent of the City, to make non-structural modifications, changes, and alterations to the Facility. For purposes of this Agreement, “structural modifications, changes and alterations” (“Structural Improvements”) shall refer to work at the Facility resulting in structural changes to load-bearing walls of the Facility and the fundamental facility infrastructure (the core electrical, mechanical and communications systems and the like). Subject to Paragraph 3.3.5, the parties agree that exhibits and art, whether owned by the City, Explora or third parties, are not a part of the Facility and are not covered by this restriction.

**3.7.1 Alterations, Modifications and Improvement to the Facility by the City.** The City shall work closely with Explora in the development and implementation of any proposed modifications, changes or alterations to the Facility by the City, including Expansions.

**3.7.2 Prior to Construction of Improvements or Expansion.** Explora shall not commence construction of any Structural Improvements or Expansions, whether for maintenance, repair, replacement or new construction, without the prior written consent of the



City, as provided above, and the prior approval by the City of the plans and specifications for the Structural Improvements and/or the Expansion in each instance. The City and Explora will enter into a separate agreement covering the terms and conditions of any Expansion using City funds on land that is not owned by the City. In addition, Explora shall procure or cause to be procured appropriate insurance in the kinds and amounts required by the City's Risk Manager prior to commencing work on any Structural Improvements or Expansion on City land. The City shall appoint a City project manager to be involved in any construction if appropriate. In the event of an emergency where property or personal safety are at immediate risk, these requirements may be waived and oral consent may be obtained.

**3.7.3 Architects.** The City shall have the right to request that before Explora undertakes any Structural Improvements to the Facility or Expansion on City land that Explora consult, at Explora's expense, with City architects as the City shall designate, in order to ensure consistency or compatibility of the Structural Improvements and Expansions with the Facility.

**3.7.4 Construction of Improvements.** Explora acknowledges that it is subject to City ordinances and applicable State laws for maintenance, repair or construction at the Facility and may be subject to City ordinances and applicable State laws for any Expansion, and any such project might be considered a public works project subject to all City requirements applicable to public works projects. All Expansions and improvements, whether structural or non-structural, shall be constructed in compliance with any minimum standards and specifications that are prescribed by applicable statutes, ordinances or building codes, and shall be constructed in a workmanlike and safe manner. Each party shall give the other party written notice not less than ten (10) days prior to the commencement of construction of any approved Structural Improvement or Expansion.

**3.7.5 Ownership of Improvements.** Any permanent improvements or Expansions which are made or placed upon the Facility or other City-owned land by Explora after first having obtained the written consent of the City, shall immediately merge and become a permanent part of the Facility unless otherwise agreed to by the parties in writing. Exhibits and artwork shall not be considered improvements to the Facility.

**3.7.6 Liens.** Explora shall defend, indemnify and hold harmless the City against any mechanic's, materialmen's or other lien arising out of the making of any improvements by Explora. Explora shall not permit any mechanic's, materialmen's or other lien to stand against the Facility for work or material furnished to Explora or to its contractors. Explora shall have the right to contest the validity of any lien or claim, and, if required, Explora shall post a bond or other security to insure that upon final determination of the validity of the lien or claim, Explora shall immediately pay any judgment rendered against Explora with all proper costs and charges and shall have the lien released without cost to the City.

**3.7.7 Removal of Improvements.** At the end of Explora's occupancy of the Facility, at Explora's discretion, Explora may remove all or any portion of non-permanent improvements constructed by Explora at the Facility. At the end of Explora's occupancy, all non-permanent improvements not removed by Explora shall become the property of the City.

### **3.8 Exhibits and Personal Property.**

**3.8.1 City or Joint Ownership of Fixed Assets.** The City loans to Explora for the term of this Agreement, the exhibits, equipment, furnishings and other personal property of the City with a cost in excess of \$5,000 ("Fixed Assets") listed in the most recent inventory delivered to the City and in future annual inventories delivered to the City in accordance with this Agreement. The Fixed Assets shall at all times remain the property of the City. In addition, any Fixed Assets developed or purchased during the term of this Agreement solely with City funds or state capital grant funds appropriated to the City shall be the property of the City. Fixed Assets developed or purchased with City or state capital grant funds appropriated to the City for Explora together with other funds raised by Explora shall be jointly owned by the City and Explora in proportion to each party's funding contribution. Explora shall maintain an inventory of the Fixed Assets and provide an up-to-date inventory to the City annually by the date indicated in Section 1.5.1 above. Explora shall commit no act nor permit any act to be done inconsistent with the City's sole or joint ownership of Fixed Assets.

**3.8.2 Explora Ownership of Fixed Assets and Other Personal Property.** The parties agree that Fixed Assets of any kind donated to or purchased by Explora entirely with funds other than City funds or state capital grant funds appropriated to the City shall be the property of Explora. In addition, consumable supplies, inventory for resale, and other items of personal property purchased with City operating funds shall also be the property of Explora.

**3.8.3 Intellectual Property.** Intellectual property developed or purchased during or prior to the Term by Explora or Explora's contractors with City funds shall be the property of the City. Intellectual property developed or purchased during or prior to the Term by Explora or Explora's contractors with Explora funds shall be the property of Explora. If joint funds (City and Explora funds) are used, then there shall be joint ownership of intellectual property between the City and Explora in proportion to each party's contribution of funds.

**3.8.4 License of Rights.** For any City-owned intellectual property, the City hereby grants to Explora an exclusive, royalty-free, paid-up license to all intellectual property rights, including the rights to make, use, import, repair, reproduce, modify, and make derivative works of products and services, and to sublicense those rights; it being the intention that Explora be able to generate additional revenues through traveling exhibits, programming, curriculum, and the like. The parties agree to cooperate in the protection of intellectual property.

**3.8.5 Registration, Patent Protection and Infringement.** Explora agrees to register copyrighted works developed for the Center, at its discretion and using counsel of its selection, in the name of the owner of the copyrighted work. If Explora does not register the City-authored copyrighted works, the City may do so, at its expense and using counsel of its own choice. If there are inventions for which the parties desire to seek patent protection, the parties agree to mutually agree upon who will pay or how fees and costs will be shared for such patent filing(s). If the parties cannot agree, either party may file for patents, at its own expense, using counsel of its choice. For all City-owned works and inventions that are registered or filed by Explora, Explora agrees to inform the City at each step of the filing, prosecution and issuance and to seek and consider input from the City at each step. Neither party shall be obligated to register copyrights or file for patents. In the event of a lawsuit or action relating to validity,

enforceability or infringement of the intellectual property, the parties agree to cooperate regarding such action. Neither party shall be obligated to bring any action against infringers.

**3.8.6 City Insurance.** The City shall self-insure or provide property damage insurance for all City-owned Fixed Assets and, to the extent of its interest therein, jointly-owned Fixed Assets.

**3.8.7 Disposition of Exhibits.** The parties acknowledge that Explora exhibits are interactive and “hands-on” and have a limited life expectancy as a result. Therefore, City-owned or jointly-owned exhibits used in connection with the Center, when outdated, stale, or no longer working or useful, may be recycled in whole or in part (e.g., used in other exhibits), with a record made in the annual inventory described in Section 3.8.1. When an exhibit becomes outdated, stale, or otherwise unusable, it will be dismantled in such a way to salvage reusable materials and components. All salvageable parts will be sorted, stocked, and made use of in subsequent exhibit development. All other City-owned or jointly owned Fixed Assets, and exhibits shall be disposed of pursuant to the City’s ordinances, rules and regulations. Upon termination of this Agreement, if either party wishes to sell its exhibits used in connection with the Center, it shall allow the other party a first right to purchase said exhibits at their then fair market value.

#### **ARTICLE 4 - TERM AND TERMINATION**

**4.1 Term.** This Agreement shall commence upon the date of signature below, and shall continue until January 1, 2025, unless sooner terminated as provided herein ("Term"). Upon written agreement of the parties, the Agreement may be extended for additional periods of up to five (5) years each, or such other period of time to which the parties mutually agree, following a determination by the City that the mission and goals of the Center are being met. All payment obligations of the City and all of its interest in this Agreement shall cease upon the date of termination, except for any obligation that has occurred prior to termination. The City and Explora agree to commence negotiations for an extension to the Term during the first quarter of the fourth year of the Term, and to use their best efforts to reach an agreement within six (6) months.

**4.2 Termination for Cause.** In the event of: (1) the appointment of a receiver on account of the insolvency of a party, adjudication of a party as bankrupt, or a general assignment by a party for the benefit of creditors, or (2) a material breach of this Agreement by a party which shall continue for thirty (30) days or more after written notice of such breach (including a reasonably detailed statement of the nature of such breach) shall have been given to the defaulting party by the other party and if the defaulting party has not taken or commenced reasonable and appropriate efforts or is not continuing in diligence to remedy the breach, the notifying party shall be entitled to avail itself cumulatively of any and all remedies available at law or in equity (provided such remedies are not otherwise limited under the terms of this Agreement) and may suspend performance of its obligations under this Agreement for as long as the breach continues uncorrected and terminate this Agreement upon written notice (effective upon receipt) to the defaulting party.

**4.3 Damages.** Notwithstanding termination, neither party shall be relieved of liability to the other party for damages sustained by the non-breaching party by virtue of any breach of this Agreement.

**4.4 Termination for Convenience.** Either party may terminate the Facility portion of this Agreement at any time by giving at least one (1) year's notice in writing to the other party. If terminated for convenience by the City as provided herein, Explora shall be entitled to the unamortized cost of any permanent improvements to the Facility paid for by Explora which have become City property and any additional costs agreed to by the parties or determined through arbitration, except that Explora shall not be entitled to recover the costs of improvements if funded by state grants.

**4.5 Facility.** Upon the expiration or sooner termination of this Agreement, Explora shall have no further right or interest in the Facility.

**4.6 Subleases.** The surrender of this Agreement by Explora, mutual cancellation of this Agreement, or termination or expiration of this Agreement shall, at the option of the City, terminate all or any existing subleases or may, at the option of the City, operate as an assignment to the City of any and all subleases.

**4.7 Surrender.** At the expiration or sooner termination of this Agreement, Explora shall within three (3) months remove Explora's property from the Facility and surrender the Facility to the City in as good condition as it was in at the beginning of the term, reasonable use, wear and tear excepted.

**4.8 Obligations.** Termination or expiration shall not relieve any party of any obligations it has to the other party at the time of termination or expiration.

## **ARTICLE 5 - MISCELLANEOUS**

**5.1 Indemnity.** Explora agrees to defend, indemnify and save harmless the City, its officers, agents and employees, in their official and individual capacities, from and against all suits, actions or claims of any character, including copyright infringement, brought because of any injury, including death, or damage received or sustained by any person, persons or property arising out of Explora's or Explora's invitees', agents', employees', contractors' and sublessees' use of or activities at the Facility, or arising out of any condition of the premises or improvements to the Facility, or by reason of any act or omission, neglect or misconduct of Explora or of its agents, contractors, employees, invitees or sublessees. This indemnity provision shall equally apply to injuries to each party's employees occurring at the Facility. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

**5.2 Limitation of Indemnification.** To the extent, if at all, § 56-7-1 NMSA 1978 is applicable to the indemnity agreements contained in this Agreement, Explora is not required to indemnify the City for the negligence or intentional acts, errors, or omissions of the City or of its employees or agents.

**5.3 Independent Contractor.** Explora is an independent contractor at all times in the performance of this Agreement or any other agreements between the parties, and Explora's employees are not employees of the City of Albuquerque for any purpose whatsoever. Explora agrees that neither it nor its employees or agents are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

**5.4 Compliance With Laws.** The parties shall comply with all applicable laws, ordinances, and codes of the federal, State and local governments. All licenses, permissions and authority required for use of copyrighted works shall be the responsibility of the Explora, unless used in connection with the City's use of the Facility pursuant to Section 3.5.2 of this Agreement.

**5.5 Modifications to Agreement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party.

**5.6 Assignability.** Explora shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City thereto.

**5.7 Construction and Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

**5.8 Rights and Non-Waiver of Rights.** All rights and remedies of the City or Explora created by this Agreement or otherwise existing at law are cumulative, and the exercise of one or more rights or remedies shall not exclude or waive the right to the exercise of any other. All rights and remedies may be exercised and enforced concurrently and as often as deemed advisable. No waiver of default by either party of any of the terms, covenants and conditions of this Agreement required to be performed, kept and observed by the other party shall be construed as, or shall operate as a waiver of any subsequent default of any of the terms, covenants or conditions of this Agreement required to be performed, kept or observed by the other party.

**5.9 Notice.** All notices required to be given hereunder shall be given personally in writing or be sent, postage prepaid, by registered or certified mail to either party at the following addresses (utilizing either the post office box or street address):

CITY OF ALBUQUERQUE:

Chief Administrative Officer  
City of Albuquerque  
One Civic Plaza, 11th Floor - 87102  
P.O. Box 1293  
Albuquerque, NM 87103

For Notice to the City a copy must also be given to:

Director, Cultural Services Department  
City of Albuquerque  
One Civic Plaza, 6th Floor - 87102  
P.O. Box 1293  
Albuquerque, NM 87103

EXPLORA:

Executive Director  
Explora Science Center and Children's Museum of Albuquerque  
1701 Mountain Road NW  
Albuquerque, NM 87104

**5.10 Survival of Obligations.** All representations, indemnifications, warranties, and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated herein will survive termination or completion of the Agreement.

**5.11 Enforcement Costs and Expenses.** Each party agrees to pay to the other party all costs and expenses including reasonable attorney's fees incurred by the prevailing party in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

**5.12 Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. Exhibits A and B to this Agreement are by this reference incorporated herein.

**5.13 Authority and Advice of Counsel.** The individuals executing this Agreement represent that they have full authority to execute this Agreement on behalf of the entity for whom they are acting. The parties hereto acknowledge that they have thoroughly read this Agreement, have sought and received whatever competent advice or counsel was necessary for them to form a full and complete understanding of all rights and obligations herein, and, having done so, do hereby execute this Agreement.

**5.14 Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque.


**5.15 Approval Required.** This Agreement shall not become effective or binding until signed by the City's Chief Administrative Officer following approval by the City Council.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.


CITY OF ALBUQUERQUE

EXPLORA SCIENCE CENTER AND  
CHILDREN'S MUSEUM OF ALBUQUERQUE

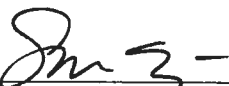
Approved by:

  
\_\_\_\_\_  
Sarita Nair  
Chief Administrative Officer

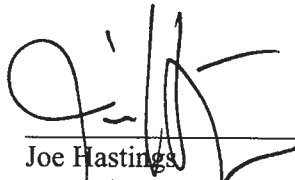
Date: 9/3/19

  
\_\_\_\_\_  
Alexis Kerschner Tappan  
President, Board of Directors

Date: July 18, 2019

  
\_\_\_\_\_  
Dr. Shelle Sanchez  
Cultural Services Director

Date: 7/18/19

  
\_\_\_\_\_  
Joe Hastings  
Executive Director

Date: July 17, 2019

#### EXHIBIT A

Processes and Procedures for Utilization of State of New Mexico Capital Grant Funds For the Acquisition of Tangible Personal Property and Services

#### EXHIBIT B

MOU between the City of Albuquerque and the State of New Mexico (October 26, 2000)