

CITY of ALBUQUERQUE

TWENTY SEVENTH COUNCIL

COUNCIL BILL NO. R-26-27 ENACTMENT NO. _____

SPONSORED BY: Joaquín Baca, by request

1 RESOLUTION
2 RELATING TO THE APPROVAL OF THE CAPITAL DEVELOPMENT AGREEMENT
3 FOR THE ENCUESTRO HOME HEALTH AID TRAINING CENTER, DEVELOPED
4 BY LA PLAZA DE ENCUESTRO GATHERING PLACE.

5 WHEREAS, the City of Albuquerque (the "City") is a legally and regularly
6 created, established, organized, and existing municipal corporation of the
7 State of New Mexico (the "State"); and

8 WHEREAS, the New Mexico Metropolitan Redevelopment Code, Section 3-
9 60A-1 et seq. NMSA 1978 (the "MR Code"), confers certain powers upon the
10 municipality to promote catalytic developments within areas that have been
11 deemed blighted by the governing body of the municipality and authorizes the
12 municipality to create a Metropolitan Redevelopment Agency (MRA) for the
13 purpose of elimination or prevention of slum or blight; and

14 WHEREAS, pursuant to the MR Code, Sections 3-60A-12 through 3-60A-
15 13.1, as amended (the "Act"), the City is authorized to acquire, whether by
16 construction, purchase, gift, or lease, and to finance, sell, lease, or otherwise
17 dispose of, projects, as well as exempt property from taxes, as defined in the
18 Act; and

19 WHEREAS, the City desires to promote redevelopment in areas designated
20 as blighted and contribute to neighborhood stabilization by providing housing,
21 convenient services, job and business support, building upgrades,
22 infrastructure, and neighborhood beautification programs for such areas, and
23 to promote the public health, welfare, safety, convenience, and prosperity; and

24 WHEREAS, the City Council (the "Council"), after notice and public
25 hearing, as required by the Code, approved the Barelás Neighborhood

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1 Commercial Area Revitalization and Metropolitan Area Plan (“Barelas MR
2 Plan”) in September 1991, by R-430 Enactment Number 148-1991; and
3 WHEREAS, the Council adopted an ordinance establishing the
4 Albuquerque Development Commission (the "Development Commission") to
5 review metropolitan redevelopment projects proposed to be owned and leased
6 by the City pursuant to City Resolution No. 16-1985, as amended; and

7 WHEREAS, La Plaza De Encuentro Gathering Place, a duly organized and
8 validly existing as such under the laws of the State New Mexico 501(c)3
9 (together with its successors and assigns, the “Developer”) presented to the
10 Development Commission and the Council a capital development project (the
11 “Project”) requesting City stewardship of Three Hundred Seven Thousand
12 Eight Hundred and 00/100 Dollars (\$307,800.00) Capital Outlay Funds from the
13 New Mexico State Legislature. This sum includes HB285 Section 29
14 Subsection 43 from the 2021 legislative session, for Two Hundred Seventeen
15 Thousand Eight Hundred and 00/100 dollars (\$217,800) and HB505 Section 28
16 Subsection 7 from the 2023 legislative session for Ninety Thousand and
17 00/100 dollars (\$90,000) appropriated to the Developer to design, develop,
18 construct, equip, and implement a Home Health Aid Training Center (“The
19 Center”); with the Capital Development Agreement and a Lease agreement
20 whereby the City will, pursuant to the Act, acquire from the Developer the land
21 and existing improvements located within the corporate limits of the city, and
22 within the Barelas Metropolitan Redevelopment Area, for a period of 10 years
23 and lease it back to the Developer to allow access to Capital Outlay to
24 complete the Center; and

25 WHEREAS the capital outlay funds were re-appropriated to the City in R-25-
26 216, which was enacted on January 5, 2026; and

27 WHEREAS, upon the conclusion of 10 years’ time and completion of the
28 Project, the City will transfer back the land and all improvements; and

29 WHEREAS, the Albuquerque Development Commission reviewed the
30 Capital Development Agreement, held a public hearing on the Project, and
31 recommended approval to City Council on Thursday, February 19th, 2026,
32 based on the findings that the Project will benefit the City's efforts to revitalize

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1 the Barelás Metropolitan Redevelopment Area, and is consistent with the
2 goals and objectives of the MR Area Plan and the MR Code; and

3 WHEREAS, the City will effectuate the transfer of real property with the
4 Developer related to the Project, as proposed in the Capital Development
5 Agreement and as authorized by this Resolution; and

6 WHEREAS, under the Developer's proposal, after the City's acquisition of
7 the Property through a special warranty deed, the City and the Developer will
8 enter into a Ground Lease Agreement (the "Lease") by which the Developer
9 will lease and in lieu of Rent, Tenant shall provide, at no cost to the City, for
10 the leasehold interest to use and occupy the Property, services ("In-Lieu-of-
11 Rent Services"), comprising the Project from the City, and the Developer shall
12 comply with the obligations incurred under the provisions of the Lease and
13 this Resolution; and

14 WHEREAS, the Council has determined that it is in the best interest of the
15 City to approve the Project and to execute and deliver the Lease and Deed,
16 collectively referred to in the Resolution as the "Project Documents," and
17 other documents related thereto; and

18 WHEREAS, the City is authorized to execute the Project Documents under
19 the Act and this Resolution and has concluded that it is desirable at this time
20 to approve the Project, which constitutes a valid public purpose.

21 BE IT RESOLVED BY THE COUNCIL, THE GOVERNING BODY OF THE CITY OF
22 ALBUQUERQUE:

23 Section 1. RATIFICATION. All actions not inconsistent with the provisions
24 of this Resolution previously taken by the Council and the officials of the City
25 directed toward approval of the Capital Development Agreement and the
26 Project should be approved, and the same hereby are ratified, approved, and
27 confirmed.

28 Section 2. FINDINGS. The Council hereby declares that it has considered all
29 relevant information presented to it relating to the Capital Development
30 Agreement and the Project, and hereby finds and determines that approval of
31 the Capital Development Agreement and the Project, and the execution of the
32 relevant Documents, pursuant to this Resolution are necessary and advisable
33 and in the interest of and will promote the public health, safety, morals,

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1 convenience, education, economy, and welfare of the city and the residents of
2 the city. The Council finds that:

3 (1) The proposed activities under the Project aid in the elimination or
4 prevention of slum or blight;

5 (2) The Project is consistent with the Albuquerque/Bernalillo County
6 Comprehensive Plan and the Barelmas Metropolitan Redevelopment Area Plan,
7 and meets the criteria for Capital Outlay development support by MRA;

8 (3) The Project affords maximum opportunity consistent with the needs
9 of the community for the rehabilitation or redevelopment of the area by private
10 enterprise or persons, and the objectives of the Project justify the proposed
11 activities as public purposes and needs;

12 (4) The developer of the Project is the Developer; and

13 (5) The Project advances the goals of the Barelmas Metropolitan
14 Redevelopment Area Plan by building a Home Health Aid Training Center
15 (hereinafter referred to as "The Center") on a vacant lot. The Center will
16 feature an enclosed public structure with restrooms and a model two-
17 bedroom, one-bathroom home, equipped with a fully operational kitchen for
18 training and demonstration purposes. The Project will transform a lot on the
19 4th Street corridor, bringing more entrepreneurial activity and safety to a
20 blighted area, thus contributing to the economic development and stability of
21 the Barelmas MR Area.

22 Section 3. THE PROJECT. The City shall acquire the Property, as described
23 in the Albuquerque Development Commission Staff Report, attached as
24 Exhibit A, for the purposes hereinabove described, and the Project shall be
25 located at all times within the corporate limits of the City and within the
26 Barelmas Metropolitan Redevelopment Area.

27 Section 4. CAPITAL DEVELOPMENT AGREEMENT APPROVAL.

28 A. The Capital Development Agreement, as attached as Exhibit B, and
29 made a part hereof, is approved in all respects.

30 B. Prior to execution of the Project Documents and upon approval of
31 the Capital Development Agreement, the Developer shall provide to the City all
32 documentation required to ensure conformance with the Capital Development

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1 Agreement and conditions for approval as recommended by the Albuquerque
2 Development Commission.

3 Section 5. AUTHORIZATION OF OFFICERS; APPROVAL OF DOCUMENTS;
4 ACTIONS TO BE TAKEN.

5 A. The form, terms, and provisions of the Project Documents are in all
6 respects approved, authorized, and confirmed.

7 B. The Mayor or Chief Administrative Officer of the City is authorized to
8 execute and deliver in the name and on behalf of the City, and the City Clerk or
9 Deputy City Clerk is hereby authorized to attest, as necessary, the Project
10 Documents with such changes therein as are not inconsistent with this
11 Resolution.

12 C. The Mayor, Chief Administrative Officer, Treasurer, and City Clerk
13 are further authorized to execute, authenticate, and deliver such certifications,
14 instruments, documents, letters, and other agreements and to do such other
15 acts and things as are necessary or appropriate to consummate the
16 transactions contemplated by the Capital Development Agreement and the
17 Project Documents.

18 D. The officers of the City shall take such action as is necessary to
19 effectuate the provisions of the Capital Development Agreement and shall take
20 such action as is necessary in conformity with the Act for the Project and for
21 carrying out other transactions as contemplated by this Resolution, the
22 Capital Development Agreement, and the Project Documents.

23 Section 6. LEASE TERM. The Lease term shall not exceed ten years.

24 Section 7. FINDINGS REGARDING CAPITAL OUTLAY DEVELOPMENT AND
25 OTHER MATTERS. The Council makes the following determinations and
26 findings:

27 A. The Developer is committed to providing fair consideration under the
28 Lease through planned improvements to the Project property pursuant to the
29 Capital Development Agreement, Project Documents, and the Act, and
30 complying with the terms of the Lease.

31 B. It shall not be necessary to deposit any amount in a controlled
32 account for the maintenance of the Project property.

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1 C. The Lease requires that the Developer maintain the Project property
2 in good repair and condition (excepting reasonable wear and tear) and carry
3 all proper insurance with respect to the Project property.

4 Section 8. LIMITED OBLIGATIONS. Nothing contained in the Resolution or
5 in the Project Documents or any other instrument shall be construed as
6 obligating the City (except with respect to the Project property as provided in
7 the Project Documents), nor as incurring a pecuniary liability or a charge upon
8 the general credit of the City or against its taxing power, nor shall the breach
9 of any agreement contained in this Resolution, the Project Documents or any
10 other instrument be construed as obligating the City (except with respect to
11 the Project property as provided in the Project Documents), nor as incurring a
12 pecuniary liability or a charge upon the general credit of the City or against its
13 taxing power, the City having no power to pay out of its general funds, or
14 otherwise contribute any part of the costs of constructing or furnishing the
15 Project property.

16 Section 9. APPROVAL OF INDEMNIFICATION. The Council specifically
17 approves the provisions of the Lease relating to indemnification which provide
18 that the Developer shall indemnify and hold harmless the City and its City
19 Councilors, officials, members, officers, employees and agents against
20 liability to the Developer, or to any third parties that may be asserted against
21 the City or its City Councilors, officials, members, officers, employees, or
22 agents with respect to the City's ownership of the Project property and arising
23 from the condition of the Project property or the acquisition, construction, and
24 operation of the Project property by the Developer, except to the extent
25 Section 56-7-1, New Mexico Statutes Annotated, 1978 Compilation, applies,
26 and except claims for any loss or damage arising out of or resulting from the
27 gross negligence or willful misconduct of the City or any member, officer,
28 employee or agent of the City.

29 Section 10. REPEALER. All bylaws, orders, resolutions, and ordinances, or
30 parts thereof, inconsistent with this Resolution are repealed by this
31 Resolution, but only to the extent of that inconsistency. This repealer shall not
32 be construed to revive any bylaw, order, resolution, or ordinance, or part
33 thereof, previously repealed.

1 Section 11. SEVERABILITY. If any section, paragraph, clause, or provision
2 of this Resolution shall for any reason be held to be invalid or unenforceable,
3 the invalidity or unenforceability of that section, paragraph, clause, or
4 provision shall not affect any of the remaining provisions of this Resolution.

5 Section 12. EFFECTIVE DATE. This Resolution shall take effect five days
6 after publication by title and general summary.

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CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

April 15, 2026

TO: Klarissa J. Peña, President, City Council

FROM: Timothy M. Keller, Mayor 

SUBJECT: RELATING TO THE APPROVAL OF THE CAPITAL DEVELOPMENT AGREEMENT FOR THE ENCUESTRO HOME HEALTH AID TRAINING CENTER, DEVELOPED BY LA PLAZA DE ENCUESTRO GATHERING PLACE.

The enclosed legislation proposes approving a capital development agreement that will facilitate the construction of a new Home Health Aide (HHA) training facility on property owned by Encuentro New Mexico, in the Barelás Metropolitan Redevelopment Area. The project aligns with Metropolitan Redevelopment Agency objectives to eliminate slum conditions and prevent urban blight (MR Code, § 3-60A-7, NMSA 1978). The Public Hearing for this project was held by the Albuquerque Development Commission on February 19th, 2026. The redevelopment plan for the property aligns with the Barelás Redevelopment Plan, which calls for the elimination of slum, blight, decay and deterioration of the Barelás commercial area; provision of opportunities for expansion of existing facilities; and stimulation of private and public participation in the achievement of these goals.

Encuentro New Mexico is a nonprofit organization committed to addressing the pressing need for elder care in central New Mexico by establishing the HHA training center. This initiative aims to create educational and income opportunities for Latinx immigrants, while providing culturally and linguistically appropriate in-home care for seniors. Additionally, it aims to empower Latinx leaders to advocate for older adults and to enhance the home health care industry as a whole.

The project has secured \$307,800 in Capital Outlay funding, designated to the City of Albuquerque. Encuentro has successfully raised \$600,000 in private matching funds, which means the project is fully funded. To facilitate expeditious development of the site, MRA is working with Encuentro via a Capital Development Agreement. Under the agreement, Encuentro

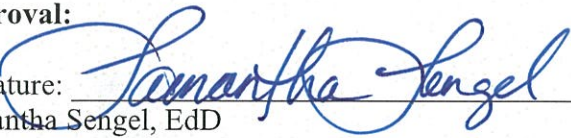
will transfer the property to the MRA and sign a 10-year lease, to comply with state capital outlay requirements.

The proposed HHA training facility will be located on a currently vacant lot zoned MX-L (Mixed Use Low Density). The facility's design will simulate a typical residential environment, featuring a two-bedroom, one-bathroom layout and a fully equipped kitchen, providing a realistic training experience for individuals developing home healthcare skills.

The MRA requests review and approval of the proposed, fully funded, project, which will fill a job training need, convert a vacant parking lot into an active facility, and support the expansion of a trusted community nonprofit.

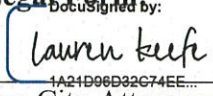
**RELATING TO THE APPROVAL OF THE CAPITAL DEVELOPMENT AGREEMENT
FOR THE ENCUENTRO HOME HEALTH AID TRAINING CENTER, DEVELOPED BY
LA PLAZA DE ENCUENTRO GATHERING PLACE.**

Approval:

Signature: 
Samantha Sengel, EdD
City of Albuquerque Chief Administrative Officer

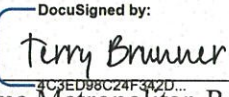
4/27/26
Date

Approved as to Legal Form:

Signature: 
City of Albuquerque City Attorney

4/27/2026 | 1:27 PM MDT
Date

Recommending:

Signature: 
City of Albuquerque Metropolitan Redevelopment Director

4/21/2026 | 8:00 PM MDT
Date

Cover Analysis

1. What is it?

The enclosed legislation proposes approving a capital development agreement that will facilitate the construction of a new Home Health Aide (HHA) training facility on property owned by Encuentro New Mexico, in the Barelas Metropolitan Redevelopment Area. To facilitate the development of this project and access to state capital outlay funds, Encuentro will transfer the property to the City and enter into a 10-year lease with the MRA. The project aligns with Metropolitan Redevelopment Agency objective to eliminate slum conditions and prevent urban blight (MR Code, § 3-60A-7, NMSA 1978), and a 20-year lease is allowed under Section 3-60A-41..

2. What will this piece of legislation do?

This legislation grants Encuentro access to \$307,800 in capital outlay funds from the New Mexico State Legislature. Funding includes \$217,800 from HB285, Section 29, Subsection 43 (2021), and \$90,000 from HB505, Section 28, Subsection 7 (2023), for the design, development, construction, and implementation of a Home Health Aid Training Center. This will be matched with \$600,000 in private matching funds, which Encuentro has raised to fully finance the project.

3. Why is this project needed?

The project will develop an underutilized parking lot adjacent to Encuentro's facility to support the expansion of an established nonprofit, create job opportunities that address the growing demand for home health aides, and expand economic opportunities for immigrants. Additionally, it will enhance community services and improve access to essential resources, fostering a more inclusive and supportive environment for all residents.

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

There is no cost associated with approving this agreement.

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

There is no revenue associated with this legislation. The \$307,800 in Capital Outlay from the New Mexico State Legislature will 100% go toward construction of Encuentro's new HHA training facility.

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

If this agreement is not approved, Encuentro will forfeit access to essential Capital Outlay funding and the development project will no longer have the funding required to move forward. This loss will prevent the establishment of a job training center.

7. Is this service already provided by another entity?

No.

FISCAL IMPACT ANALYSIS

TITLE: RELATING TO THE APPROVAL OF THE CAPITAL DEVELOPMENT AGREEMENT FOR THE ENCUENTRO HOME HEALTH AID TRAINING CENTER, DEVELOPED BY LA PLAZA DE ENCUENTRO GATHERING PLACE. R: O: FUND: 275 DEPT: DFAS

- 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:

	Fiscal Years			Total
	2026	2027	2028	
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: The legislation will facilitate the use of \$307,800 in capital outlay funds for the construction of a new home health aide training center on a parking lot adjacent to the Encuentro New Mexico office, in the Barelás MR Area. To facilitate this transaction, Encuentro will transfer the property to MRA, which in turn will lease back the property to Encuentro for 10 years, in alignment with state capital outlay requirements. All funds will be used for the construction of the facility and there are no revenues associated with the project.

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

The project will provide a much-needed job training facility in the growing home health care field, develop an underutilized parking lot into an active community facility, and help to create more vibrancy and economic activity in the Barelás MR Area.

PREPARED BY:

DocuSigned by:
Daphany Martin 4/21/2026 | 7:43 PM MDT
 FISCAL ANALYST

APPROVED:

DocuSigned by:
Terry Brunner 4/21/2026 | 8:00 PM MDT
 DIRECTOR (date)

REVIEWED BY:

Signed by: *Donna Sandoval* 4/22/2026 | 9:04 AM MDT EXECUTIVE BUDGET ANALYST
 Signed by: *Donna Sandoval* 4/25/2026 | 9:16 AM MDT BUDGET OFFICER (date)
 Signed by: *Christine Banner* 4/25/2026 | 9:18 AM MDT CITY ECONOMIST



Tim Keller, Mayor



February 13, 2026

TO: Albuquerque Development Commission

FROM: Mara Salcido, Redevelopment Project Manager

SUBJECT: Encuentro Capital Development Agreement

MRA CASE NUMBER: 2026-04

Executive Summary.

Encuentro New Mexico is a local nonprofit serving immigrant families through educational and career-development opportunities that build skills for economic and social justice. In response to a growing need for elder care in central New Mexico, Encuentro plans to establish a Home Health Aide (HHA) training center that will create educational and income opportunities, led by Latinx immigrant HHAs. This initiative aims to provide culturally and linguistically relevant in-home care for New Mexico's seniors while cultivating Latinx leaders to advocate for the elder community and improve the home health care industry.

The project has received \$307,800 in Capital Outlay funding. These funds have been appropriated to the City of Albuquerque, and Encuentro is prepared to transfer property to MRA under a 10-year lease that complies with state requirements. This lease will specify a purchase price set at signing, allowing rent to contribute toward the price, ensuring all funding is properly documented and justified. This transaction is a pilot for the Metropolitan Redevelopment Agency (MRA) of a new Capital Outlay Development Support program to help local organizations accelerate development.

Background.

Encuentro is dedicated to improving the welfare of the New Mexico community, with a particular focus on Latinx immigrants. The organization provides educational and career opportunities that develop critical skills for economic and social justice. Each year, more than 300 Latinx immigrant parents and workers participate in Encuentro's Adult Basic Education to Careers Pathways program, which addresses essential needs in language acquisition, literacy, technology, and job readiness and provides training to become a Home Health Aide (HHA). Since its establishment in 2016, Encuentro has successfully trained and graduated 296 HHAs. Program graduates may join EnCasa Care Connections, an online registry that connects community members with potential

caregivers. Furthermore, participants can enhance their employability through a three-month paid internship providing care to low-income seniors who may not qualify for Medicaid. Encuentro is also actively supporting graduates who are interested in establishing a worker-owned cooperative to provide in-home care services.

To further support its training capacity, Encuentro plans to establish a Home Health Aide (HHA) training center to create educational and income opportunities for its clients. Encuentro owns property at 909 4th Street SW, Albuquerque, NM 87102, where the HHA training center will be built. The organization has raised \$600,000 in private funding for the construction, in addition to the \$307,800 in capital outlay. These funds are sufficient to complete the construction of the HHA training center.

In March 2025, the 57th Legislature approved the reauthorization of two appropriations bills that must be expended by June 30, 2027. This reauthorization was supported by a coalition of legislators, including Speaker of the House Javier Martinez, Senators Antoinette Sedillo-Lopez, Linda Trujillo, and former Senator Gerald Ortiz y Pino. The coalition also included Representatives Patricia Roybal Caballero, Pamela Herndon, Tara Lujan, and former Representatives Melanie Stansbury, Kay Bounkeua, Gail Chasey, and Brittney Barreras.

The appropriations were previously allocated to the New Mexico Economic Development Department (NMEDD). However, due to structural limitations within NMEDD, it was unable to manage the allocation effectively. As a result, Encuentro engaged with the MRA to explore reallocating the funds on July 7th, 2025. This has created an opportunity for MRA to explore developing an efficient process, akin to other development projects undertaken, to take possession of the development for a period of time and return the property to the nonprofit upon satisfaction of deliverables. Following a legal review of the MRA's authority, a proposal to take possession of the Encuentro property for 10 years to allow for utilization of capital outlay in the development of the HHA training center was approved. The funds were reallocated to the City of Albuquerque effective January 5, 2026.

The proposed development at 907 4th St. envisions a state-of-the-art home healthcare training facility situated on a currently vacant lot. This site is designated as MX-L (Mixed Use Low Density), which allows for training facilities as a permitted use, making it an ideal location for this initiative.

The building's design, inspired by preliminary concepts crafted by Jessica Roybal, will feature a thoughtfully laid-out two-bedroom, one-bathroom home complete with a fully equipped kitchen. This design is specifically intended to replicate a typical residential environment, providing a realistic setting for training home healthcare workers in essential caregiving skills.

While the structure mimics the charm of a residential home, its purpose is distinctly non-residential, as it will operate solely as a dedicated training center for aspiring home healthcare professionals. This facility aims to enhance the quality of care provided in home settings by equipping caregivers with practical skills and valuable experience in a lifelike environment.

ENCUENTRO PHASE II

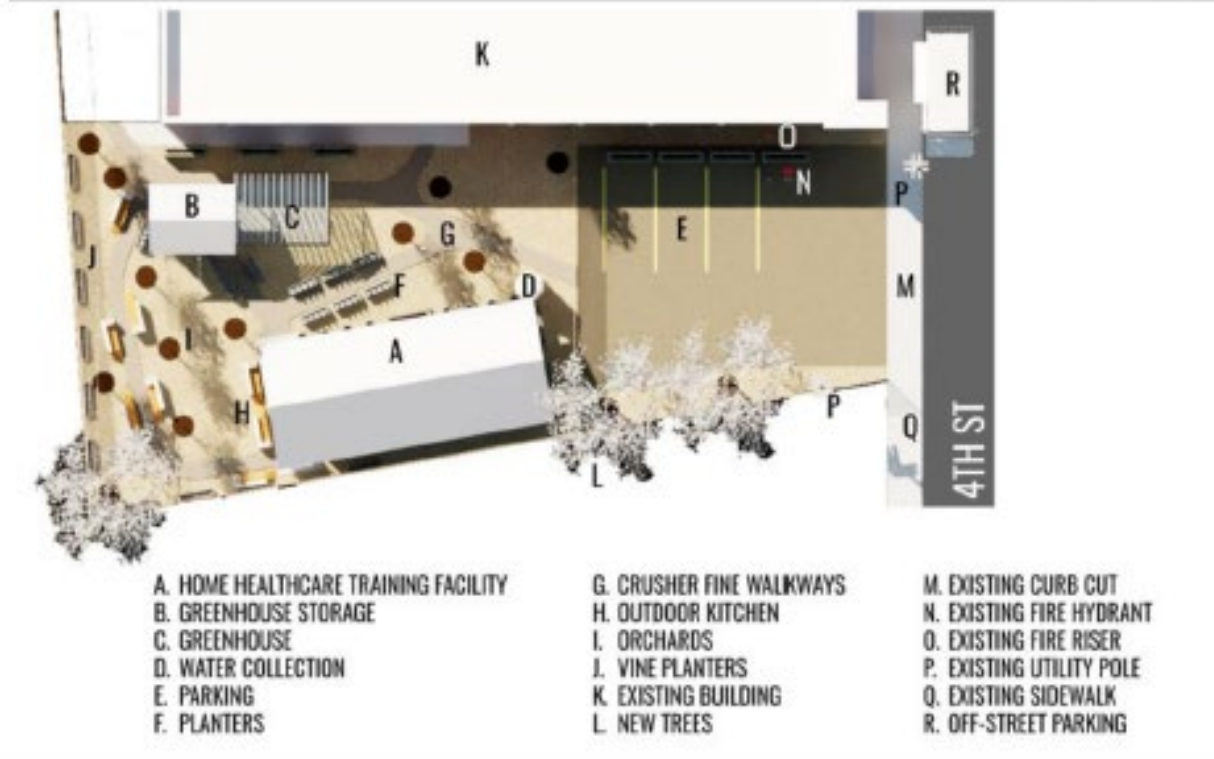


Figure 1 – Proposed Preliminary Site Design

MRA Criteria.

To utilize the State Metropolitan Redevelopment Code, §§ 3-60A-1 et seq., NMSA 1978, the City of Albuquerque has implemented the Metropolitan Redevelopment Agency Ordinance, §§ 14-8-4-1 et seq., ROA 1994 (the “MRA Ordinance”). The MR Code necessitates that an area be classified as a “slum” or “blighted” and that it be determined that rehabilitation or redevelopment is essential for safeguarding the public health, safety, morals, or welfare before a municipality can employ the powers granted by the MR Code (MR Code, § 3-60A-7, NMSA 1978).

In September 1991, the City Council made such a determination, designating the Barelás Neighborhood Commercial Area Revitalization and Metropolitan Area (“MR Area”) through R-430 Enactment Number 148-1991. The Capital Development Agreement supports the objectives of Section 4.3 regarding Commercial Development and Redevelopment.

According to Section 3-60A-41 of the MRA, the MRA may enter into leases with an option to purchase. A ten-year lease will satisfy state requirements and may outline the City’s interest in the property. The statute allows the purchase price to be established at lease signing, with rent applied toward this price, and services may replace rent payments. This approach ensures the purchase price reflects the City’s contributions, thereby complying with the statute.

Recommendation.

That the Albuquerque Development Commission make a recommendation to the Albuquerque City Council to APPROVE the Encuentro Capital Development Agreement, based on the findings in this staff report.

Findings

1. This proposal is to pilot a new Capital Outlay Development Support program, which will allow eligible entities to enter into a 10-year agreement with the MRA to facilitate quicker deployment of capital outlay funds in service of community development.
2. The proposed development aims to eliminate or prevent slum and blight conditions by developing a currently vacant lot and aligning with the Barelvas MRA Plan objectives, which focus on enhancing commercial development and redevelopment efforts in the community.
3. The proposed project will help an established nonprofit to create new job opportunities, respond to a growing need for home health care, and expand economic opportunities for immigrants.
4. Further, the initiative will expand community services and improve access to essential resources, thereby fostering a more inclusive and supportive environment for residents.

Attachments

- A. HHA Program Overview
- B. Project Preliminary Design Documents
- C. Draft Capital Development Agreement



ENCUENTRO HOME HEALTH AIDE PROGRAM AND TRAINING CENTER

Encuentro's Home Health Aide program – Building a Qualified Workforce to Care for New Mexico's Elders

Encuentro's mission is to transform our state into a thriving community for all New Mexicans by engaging with Latino immigrants in educational and career opportunities that build skills necessary for economic and social justice. Every year, over 300 Latinx immigrant parents and workers enroll in Encuentro's Adult Basic Education to Careers Pathways, addressing the need for skill building across areas of language, literacy, technology, and job skills. Digital literacy is integrated across programs, and a combination of online and in person classes are reducing the digital divide that disproportionately impacts the immigrant community.

The HOME HEALTH AIDE Training Program – Education, Economic Opportunities, and Leadership Development

The HHA program seeks to transform elder care opportunities in New Mexico by generating educational and income opportunities that are centered on and led by the experiences of Latinx immigrant Home Health Aides. As educational leaders who provide comprehensive training experiences, Encuentro aims to meet workforce demands with a place-based approach, thereby enabling New Mexico's elders to receive competent in-home care that is culturally and linguistically relevant. Encuentro also aims to promote systemic change by cultivating Latinx leaders who advocate for themselves, New Mexico's elders, and a more responsive home health care industry. Since its inception in 2016, Encuentro has trained and graduated 357 HHAs with a 90% graduation rate.

EDUCATION

- **Spanish Language Entry Level HHA Course:** Two, 15-week classes (am and pm schedule) are offered each semester and provide over 108 hours theory and laboratory training course that prepares graduates to care for New Mexico elders in their homes. Developed in 2016 according to the NM Department of Health training criteria, graduates earn three industry-recognized certificates: Personal Care Assistant (PCA), Home Health Aide, and CPR/First Aide.
- **Senior Nutrition Course:** A 13-week specialized training for HHAs to understand and address the unique dietary needs of their clients and the impacts of aging and nutrition. This program is provided in conjunction with our local community partner, Three Sister Kitchen.
- **Small Business Training:** An immigrant-focused entrepreneurship training program focused on supporting HHAs to work independently. This program is provided in conjunction with our local community partner, WESST.

ECONOMIC OPPORTUNITIES

Increasing economic opportunity for immigrants working in the home health field is a major pillar of the HHA program. Graduates can opt to participate in EnCasa Care Connections, an online matching registry that facilitates connection between individuals and families in the community that are seeking to hire a caregiver directly. Graduates can also boost their success in the field through participation in a three-month paid internship providing care for low-income seniors who do not qualify for Medicaid. Encuentro is also supporting graduates as they explore the possibility of launching a worker-owned cooperative business to offer in-home care services.

- **EnCasa Care Connection (ECCC)** (www.encasacare.com): An online matching registry developed in house to connect Encuentro’s HHA graduates with elderly clients seeking care in the Central New Mexico area. Over 50% of graduates enroll in ECCC, and earn of average 40% above industry wages.
- **HHA Paid Internships:** Through partnerships with YES Housing, Meals on Wheels, Presbyterian Hospice Services, Casa de Salud and Rio Grande Food Project, twice annually, 10 graduates are placed in a paid skills practicum for 3 months, providing care for low-income seniors who do not qualify for Medicaid, collectively providing ~\$53,000 in care services.
- **Spanish-Language Community Workshops for Seniors and Family Caregivers:** Focusing on senior centers throughout the City and County where there is a concentration of Spanish-speaking residents, HHA graduates provide nutritional workshops in Spanish to seniors and family caregivers.
- **Albuquerque Assisted Care en Comunidad:** A group of six HHA graduates are launching a worker-owned cooperative in spring 2023 to create more equitable home health employment opportunities.

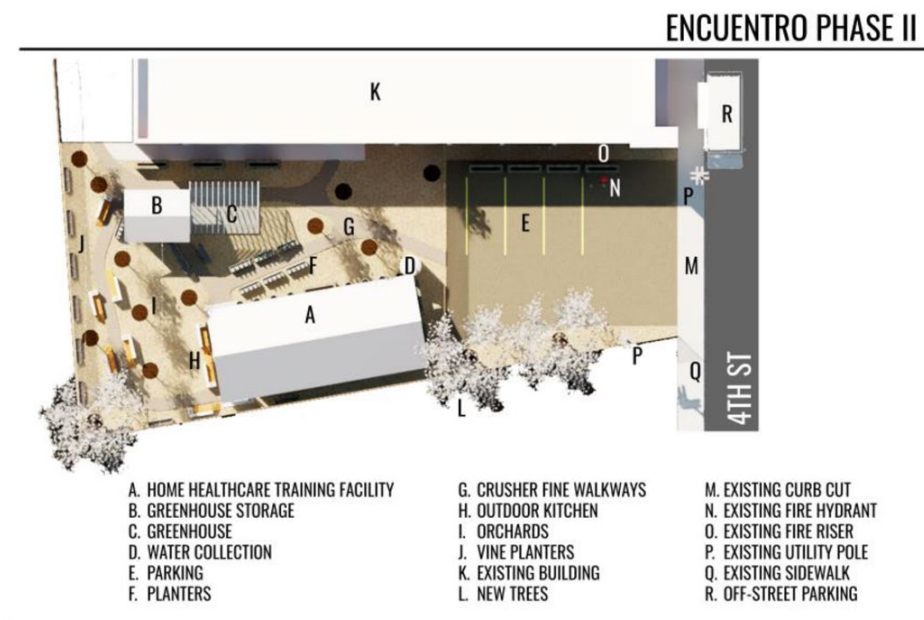
LEADERSHIP DEVELOPMENT

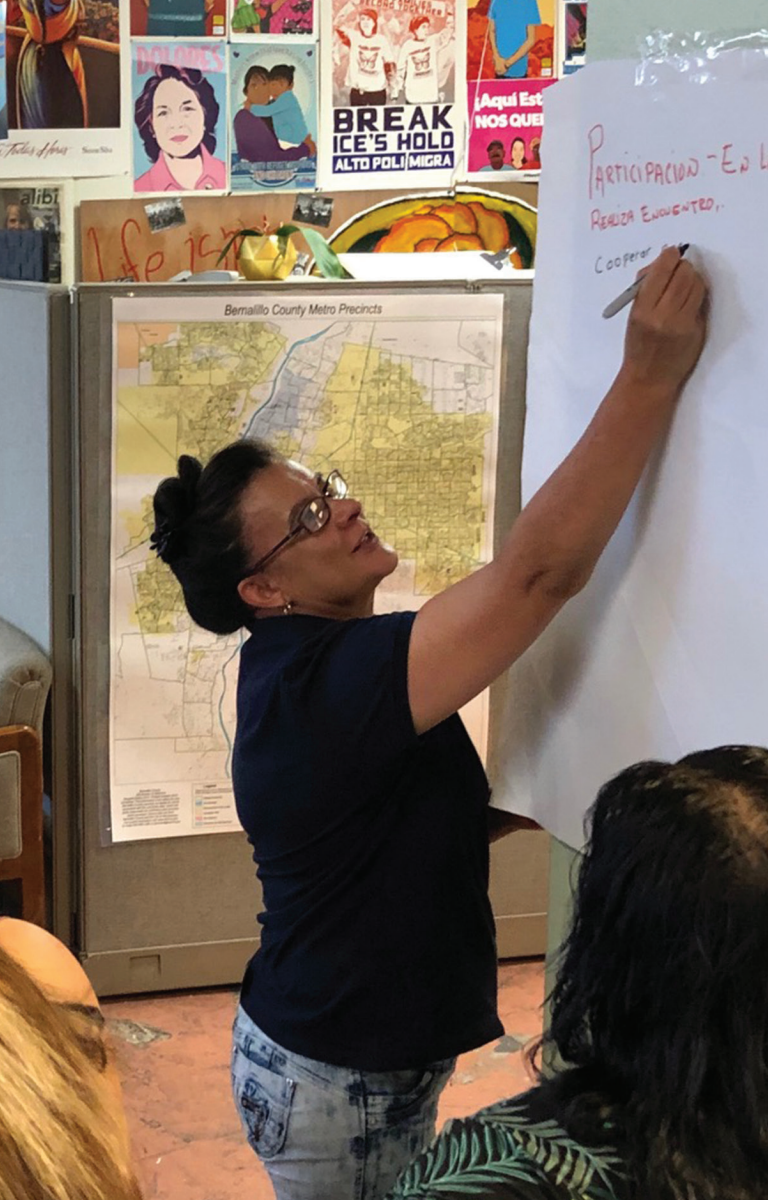
The third pillar of the HHA program centers on leadership development and the importance of advocating for systems change in a profit-driven industry dominated by private corporations. As a worker-centered model, leadership development is woven throughout the overall program. Participants’ experiences inform the on-going evolution of educational content and income strategies, and together with local and national partners, Encuentro’s HHAs are lifting their voices for change.

HHA Training Center

In 2021, 2022 and 2023, the NM Legislature appropriated funding to plan, design, construct, equip and furnish the HHA Training Center to be located in a vacant lot adjacent to our building at 907 4th St. in Albuquerque (appropriations totaling \$360,000). Encuentro, a not-for-profit (tax-exempt) entity has received \$600,000 in matching funds for the training facility from private foundations and seeks to commence design work in summer of 2026. An initial site concept plan in shown in the graphic below.

EXHIBIT A: Concept Site Plan





*Building Immigrant Leaders
and a Strong Community for All*





Our Mission

Encuentro’s mission is to transform our state into a thriving community for all New Mexicans by engaging with Latino immigrants in educational and career opportunities that build skills necessary for economic and social justice.

Our Values

Encuentro believes that quality education should build both individual and community knowledge, and with knowledge comes individual and community power.



OUR STUDENTS

Encuentro students are working parents, mostly women between 32-56 years old, who have been out of formal education for 15 years. Many were left behind by the digital revolution, and need essential computer skills to compete in an increasingly digital world. They are mixed status families, working multiple part-time, low-wage service sector jobs, and their immigration status make them vulnerable to workplace abuses and ineligible for federal assistance.



“Thanks to Encuentro’s classes, now I am a citizen! I have a sense of security and safety that all people deserve to have.”
—Maria Regina Castillo Betancourt,
Encuentro student since 2016

OUR CLASSES

Every year, over 300 Latinx immigrant parents and workers enroll in Encuentro’s Adult Basic Education to Careers Pathways, addressing the need for skill building across areas of language, literacy, technology, and job skills. Digital literacy is integrated across programs, and a combination of online and in person classes are reducing the digital divide that disproportionately impacts the immigrant community.



“Encuentro’s online classes and teachers are amazing. When I started, I didn’t know how to turn on a computer, but now I know how to use social media and the internet. Thanks to what I learned, I have more clients.”
—Elvira Gallegos, Encuentro student since 2018

Education Opportunities

English as a Second Language (ESL) – Beginner, Intermediate, Advanced

Beginner & Intermediate-Advanced ESL for Citizenship

Computer Literacy – Level 1 & 2 and Digital Media Tools

Small Business Training

Financial Literacy

Home Health Aide (HHA) Training

Senior Nutrition for Home Health Aides

Transformational Changes

Building a Qualified Workforce

Each year, 48 aspiring HHAs enroll in our entry level course and an outstanding 98% graduate!

Addressing Senior Nutrition

HHAs have co-developed training to understand and address the unique dietary needs of their clients.

Increasing Wages

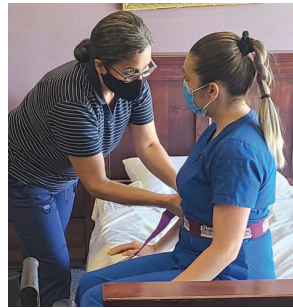
50% of graduates enroll in ECCC, connecting directly to clients and earning 40% above industry wages.

Making Care Accessible

Through paid internships, HHAs earn living wage stipends while addressing the growing need for subsidized care for low-income seniors.

Democratizing Care

HHA graduates are developing a worker-owned cooperative to create more equitable home health employment opportunities.



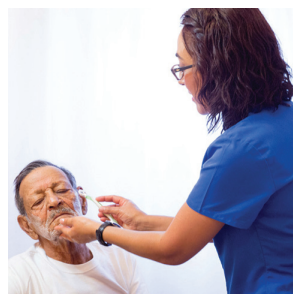
HOME HEALTH AIDE PROGRAM

The Home Health Aide (HHA) program is a quality elder-care training program responding to the emergent needs of New Mexico's aging seniors through educational training, economic opportunities, and leadership development. Encuentro's nationally-recognized program is elevating immigrants, which currently comprise over 30% of the home health workforce, to their rightful position as key contributors in this rapidly growing field.

EDUCATION

Spanish Language Entry Level HHA Course

A 15-week hybrid course that prepares graduates to care for New Mexico elders in their homes. Developed in 2016 in partnership with Central New Mexico Community College, graduates earn three industry-recognized certificates: Personal Care Assistant (PCA), Home Health Aide, and CPR.



Senior Nutrition Course

A specialized training for HHAs to learn about the impacts of aging and nutrition through partnerships with key community allies (Meals on Wheels, Three Sisters Kitchen, Presbyterian Community Health).

Small Business Training

An immigrant-focused entrepreneurship training program focused on supporting HHAs to work independently.



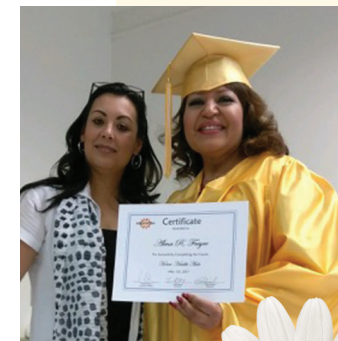
ECONOMIC OPPORTUNITIES

EnCasa Care Connection (ECCC) is an online matching registry (encasacare.com), connecting elderly clients seeking care with HHAs seeking self-employment.

H2H Internships respond to the growing population of low-income elders by placing graduates in paid skills practicums for 3 - 6 months.

LEADERSHIP DEVELOPMENT

Leadership development focuses on the importance of advocating for systems change in a profit-driven industry dominated by private corporations. As a worker-centered model, leadership development is woven throughout the overall program.



Alma Rosa Freyre Home Health Aide

At the height of a decade of violence that claimed the lives of hundreds of women, Alma Rosa and her husband migrated to the United States from Ciudad Juarez in Mexico. They moved to a predominately Spanish-speaking area in Albuquerque. Neither spoke English well and they struggled to find employment. When Alma heard about Encuentro's HHA program, she was employed as a domestic worker and enrolled to learn to care for a client after a stroke. She credits the entry level HHA course for preparing her to provide complex in-home care until her client's death. Alma continued the specialized trainings, graduating from the Senior Nutrition Course and completing a 3-month paid skills practicum, an experience Alma calls "un milagro" (a miracle) because it fueled her passion to serve elderly clients and explore creating a business of her own. For students like Alma, Encuentro provides a vital pathway to personal advancement to learn new skills, improve English, and achieve new career aspirations.





ENCUENTRO'S COVID-19 RESPONSE



COMMUNITY JOURNALISM AT ENCUENTRO



Launched by student leaders interested in learning how to use social media to strengthen communication skills and amplify the immigrant perspective, Tu

Voz Digital (TVD) is a community journalism project that engages production teams in using digital technologies to produce monthly live-streamed news and interviews for Spanish-speaking audiences.

The TVD news feed can be found at encuentronm.org/blog.

“TVD gives me a sense of purpose and belonging in the US by providing an avenue to use my broadcasting skills, interview community leaders, and share important news with my community.”

– Mario Aguilar, Encuentro student since 2013

Special Thanks

These institutions helped immigrant families with direct financial assistance:

- National Domestic Workers Alliance
- UpTogether
- NewMexicoWomen.org
- New Mexico Foundation
- Con Alma Health Foundation
- Kellogg Foundation
- Hispanic Federation

These institutions helped to build distance education capacity:

- Albuquerque Community Foundation
- United Way
- Unidos US
- NewMexicoWomen.org

DIRECT FINANCIAL ASSISTANCE

- Staff and teachers mobilized to make weekly calls to over 200 students – offering companionship, assessing family stability, and providing Spanish-language info and resources.
- Disbursed over \$200,000 in direct financial assistance for vital housing-related expenses to over 350 immigrant families in crisis.

DISTANCE EDUCATION

- Made a major shift to invest in organization-wide capacity building and strengthen digital literacy skills among our teachers and students.
- Hired additional tech-savvy staff to support students and classes.
- Made online learning accessible by providing loaner laptops, internet stipends and technical support.
- Expanded capacity for hybrid course delivery (both online and in person) in the long-term to improve educational access and reach through a successful distance education pilot.



UNDER UNM HEALTH SCIENCE'S PATHWAYS PROGRAM, Encuentro's Community Navigators provide essential wraparound services to families every day. During COVID, they disbursed over \$200,000 in direct aid for vital housing-related expenses to over 350 immigrant families in crisis.

Community Navigators staff
Norma Casas (top) and Crimi Andrade

We believe

that a strong education can change lives, improve jobs, and foster upward mobility. We know that the power of leadership development and civic engagement will transform people and build more equitable and inclusive communities.



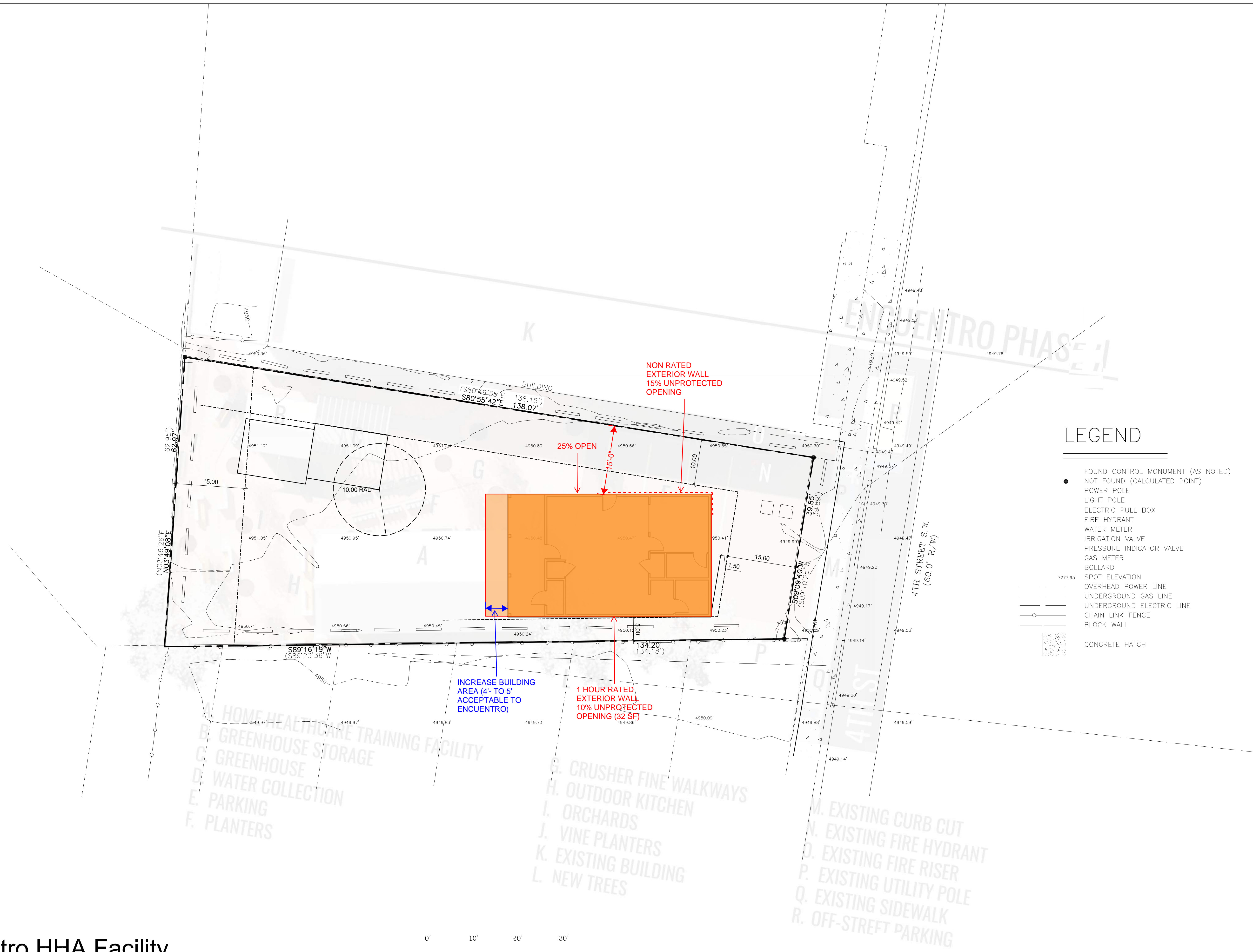
505-247-2920
encuentronm.org
info@encuentronm.org



Encuentro HHA Facility
Albuquerque, New Mexico



0' 10' 20' 30'
10
CONTOUR INTERVAL = 1 FOOT
NAVD 88 VERTICAL DATUM



LEGEND

- FOUND CONTROL MONUMENT (AS NOTED)
- NOT FOUND (CALCULATED POINT)
- POWER POLE
- LIGHT POLE
- ELECTRIC PULL BOX
- FIRE HYDRANT
- WATER METER
- IRRIGATION VALVE
- PRESSURE INDICATOR VALVE
- GAS METER
- BOLLARD
- 7277.85 SPOT ELEVATION
- OVERHEAD POWER LINE
- UNDERGROUND GAS LINE
- UNDERGROUND ELECTRIC LINE
- CHAIN LINK FENCE
- BLOCK WALL
- CONCRETE HATCH

- A. HOME HEALTHCARE TRAINING FACILITY
- B. GREENHOUSE STORAGE
- C. GREENHOUSE
- D. WATER COLLECTION
- E. PARKING
- F. PLANTERS
- G. CRUSHER FINE WALKWAYS
- H. OUTDOOR KITCHEN
- I. ORCHARDS
- J. VINE PLANTERS
- K. EXISTING BUILDING
- L. NEW TREES
- M. EXISTING CURB CUT
- N. EXISTING FIRE HYDRANT
- O. EXISTING FIRE RISER
- P. EXISTING UTILITY POLE
- Q. EXISTING SIDEWALK
- R. OFF-STREET PARKING

Project Schedule

Project No.: 25-0121
 Project: **Encuentro Home Health Facility**
 Date: 1/29/2026
 To: Encuentro
 By: Shane Pedraza, Dekker

The following is the proposed schedule for the above-mentioned project.

<u>KEY DESIGN MILESTONES AND TASKS</u>	<u>COMPLETION DATE</u>
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Project Kick-off	October 7, 2025
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Concept Review	October 21, 2025
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- Preliminary concept review session
- Bi-weekly team meetings established with Encuentro

Planning Review Team (PRT) Submittal	Week of October 20th
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- Verification of pathway for COA approval.

Sketch Plan Meeting	November 19, 2025
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- Verification of pathway for COA approval.

Entitlements

DFT Preapprovals	Needed prior to DFT Submittal
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- Hydrology
- TCL/Solid Waste
- Water Availability

DFT Submittal	April 13, 2026
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- Receive comments by DFT Meeting

DFT Meeting	April 29, 2026
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- May 13 is next available date if resubmittal is required

Schematic Design (1 week)

Schematic Design Preliminary	February 20, 2026
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- Preliminary site plan, landscape plan, building plan, and elevations.
- Civil Design Kickoff

Review Period	February 20 – February 26, 2026
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- Modifications to preliminary SD package as needed.

Schematic Design	February 27, 2026
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- Site plan, landscape plan, building plan, and elevations.
- Updated OPC

Design Development (5 weeks)

Design Development Kickoff	March 2, 2026
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- MEP Design Kickoff
- Weekly coordination meetings established.

Design Development Draft	March 27, 2026
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Review Period	March 27 – April 2, 2026
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- All Discipline + Client – Page-Turn Session
- Modifications to DD package as needed.

	Week of March 30th
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Design Development	April 3, 2026
---------------------------	----------------------

- Civil, Architectural, Structural and MEP
- Updated OPC

Bidding Documents (6 weeks)

Bid Documents Kickoff	April 13, 2026
50% Bid Documents	May 1, 2026
100% Bid Documents	May 22, 2026

Bidding/Negotiation

- Anticipated Start Date May 25, 2026

Building Permit Submittal

**Application for Permit
Permitting**

Week of May 25, 2026

Building permit available end of July

(Allows for approximately 10 weeks for permitting/bidding/IFC Set)

**Issued for Construction Set and
Construction Administration**

TBD

Consultant documents are due at the office of Dekker by noon on the working day preceding the Dekker Milestone Due Dates indicated.

FIRST STATED DEVELOPMENT, DISPOSITION, AND USE AGREEMENT

By and between the
**Metropolitan Redevelopment Agency,
City of Albuquerque, a New Mexico Municipal
Corporation,**

and

**La Plaza de La Plaza de Encuentro Gathering Place,
a 501(C)3 Non-Profit,
907 4TH Street SW
Albuquerque, NM 87102**

for

**LA PLAZA DE ENCUESTRO GATHERING PLACE, 501(C)3 HOME HEALTH AIDE
PROGRAM AND TRAINING CENTER DEVELOPMENT**

Stewart File No.: 1119190MS



WARRANTY DEED

Barelas Event Center, LLC, a New Mexico limited liability company

for consideration paid, grant(s) to

La Plaza De Encuentro Gathering Place, a New Mexico nonprofit corporation

whose address is 907 4th St. SW, Albuquerque, NM 87102

the following described real estate in Bernalillo County, New Mexico:

Lots lettered "A" and "B", Atlantic & Pacific Addition, as the same are shown and designated on the plat entitled "Plat of Lots A & B, Atlantic & Pacific Addition, Projected Section 20, T. 10 N., R. 3 E., N.M.P.M., Town of Albuquerque Grant, City of Albuquerque, Bernalillo County, New Mexico," filed in the office of the County Clerk of Bernalillo County, New Mexico, on March 25, 2008, in Plat Book 2008C, Page 56.

Subject to patent reservations, restrictions and easements of record and to taxes for the current year and years thereafter.

with warranty covenants.

Executed this 13th day of July, 2021.

Barelas Event Center, LLC, a New Mexico limited liability company

Michael A. Gonzales
By _____
Michael A. Gonzales, President

State of New Mexico
County of Bernalillo

This instrument was acknowledged before me on this 13th day of July, 2021 by Michael Gonzales as President of Barelas Event Center, LLC, a New Mexico limited liability company.

Michele Sharif

Notary Public
My Commission Expires: _____

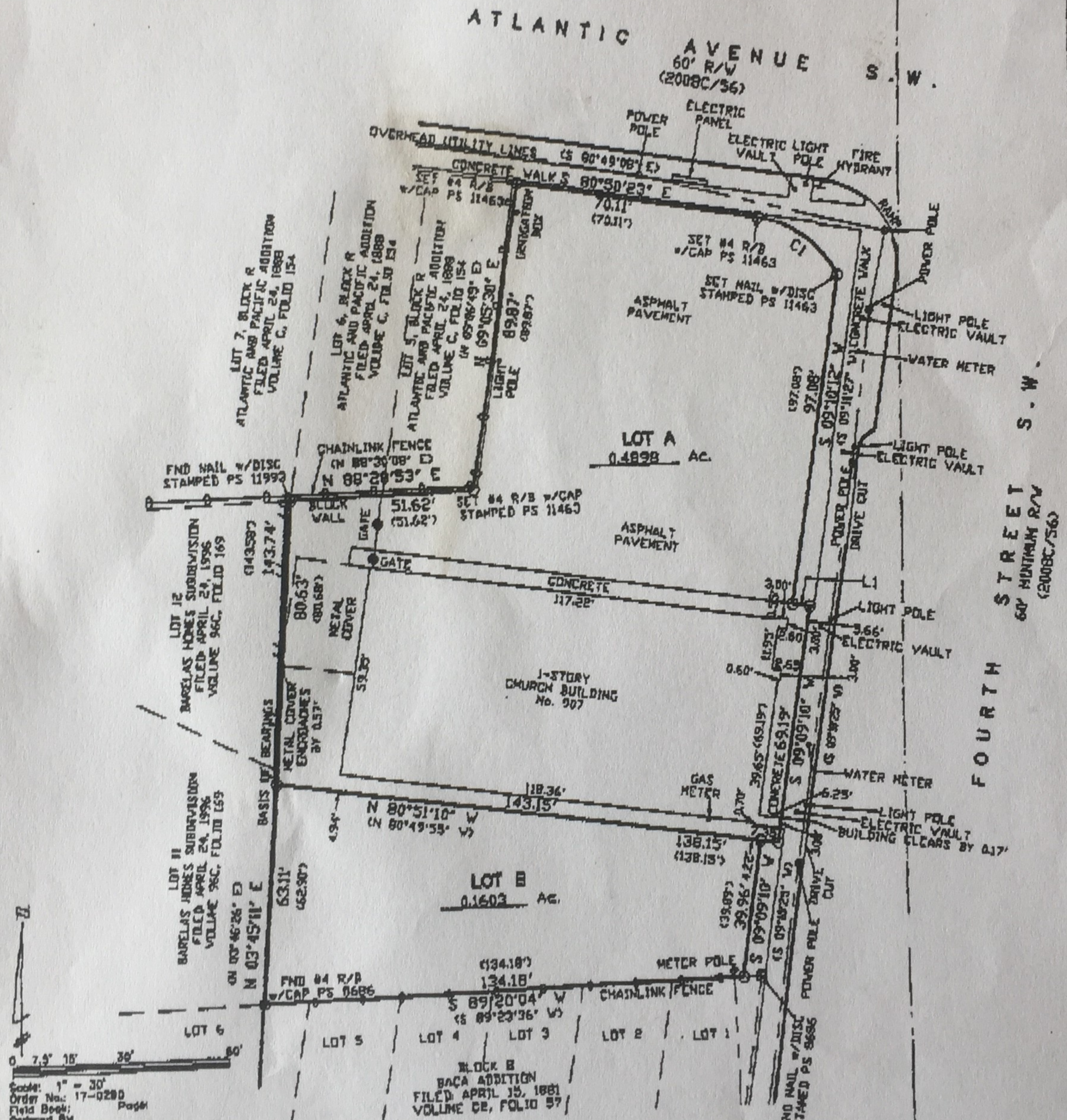


RETRACEMENT SURVEY OF

LEGAL DESCRIPTION:
 LOTS NUMBERED 'A' AND 'B', IN ATLANTIC & PACIFIC ADDITION, AS THE SAME ARE SHOWN AND DESIGNATED ON THE "PLAT OF LOTS A & B, ATLANTIC PACIFIC ADDITION, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON MARCH 25, 2008 IN PLAT BOOK 2008C, FOLIO 56

GENERAL NOTES:

- 1: OWNER OF RECORD PER FIRST AMERICAN TITLE CO. TITLE BINDER DATED: FEBRUARY 24, 2017 IS REGIONS BEYOND, INC., A NEW MEXICO NON-PROFIT CORPORATION
- 2: LEGAL DESCRIPTION AND EASEMENTS SHOWN WERE PROVIDED BY FIRST AMERICAN TITLE CO. COMMITMENT No. 2151749-AL01
- 3: PLATS USED TO ESTABLISH BOUNDARY:
 A: PLAT OF LOTS A AND B ATLANTIC AND PACIFIC ADDITION FILED: MARCH 25, 2008 IN BOOK 2008C, PAGE 56
 4: FIELD WORK PERFORMED ON APRIL 2017



Scale: 1" = 30'
 Order No: 17-0280
 Field Book: _____ Page: _____
 Ordered By: _____

SURVEYOR'S CERTIFICATE

State of New Mexico
 County of Bernalillo

I, Anthony L. Harris, a Professional Surveyor, licensed under the laws of the State of New Mexico, do hereby certify that I have surveyed the above described property and I am responsible for said survey and that the plat herein shown is a true and correct representation of said survey to the best of my knowledge and belief, and meets the minimum standards for land surveys in the State of New Mexico. That the bearings and distances shown herein are based on the Plat of Record, unless otherwise indicated herein that it shows all easements shown on the plat of record that there are no encroachments from the said property onto adjoining properties and said property, unless shown herein and that it shows the location of all permanent improvements pertinent to the said survey.

Given under my hand and seal at Albuquerque, New Mexico, this 2ND day of MAY 2017.



Anthony L. Harris, N.M.P.S. #11463 THE SURVEY OFFICE, LLC
 333 LOMAS BOULEVARD N.E. • ALBUQUERQUE, NEW MEXICO 87102
 Telephone (505) 998-0308 • FAX (505) 998-0306

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S 80°51'15" E	5.00'
L12	S 80°50'00" E	43.00'

PROJECT LOCATION

909 4TH STREET S.W., ALBUQUERQUE, NEW MEXICO

LEGAL DESCRIPTION

SUBJECT TRACT DESIGNATED AS LOT B OF THE ATLANTIC & PACIFIC ADDITION AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT ENTITLED, "LOTS A & B, ATLANTIC & PACIFIC ADDITION" FILED WITH THE BERNALILLO COUNTY CLERK'S OFFICE ON MARCH 25, 2008 IN BOOK 2008C, PAGE 56 AS DOCUMENT NUMBER 2008033010.

SURVEY INFORMATION

TOPOGRAPHIC SURVEY PERFORMED AND COMPILED BY TERRA LAND SURVEYS, LLC. CORRALES, NEW MEXICO DECEMBER 2025.

PROJECT BENCHMARK

PROJECT BENCHMARK IS A CITY OF ALBUQUERQUE SURVEY CONTROL STATION STAMPED "ACS BM 40 K14" BEING A 1 3/4" METALLIC DISK EPOXIED TO TOP OF CONCRETE STORM DRAIN INLET. ELEVATION = 4,949.99 FEET (NAVD 1988 VERTICAL DATUM).

TEMPORARY BENCHMARK

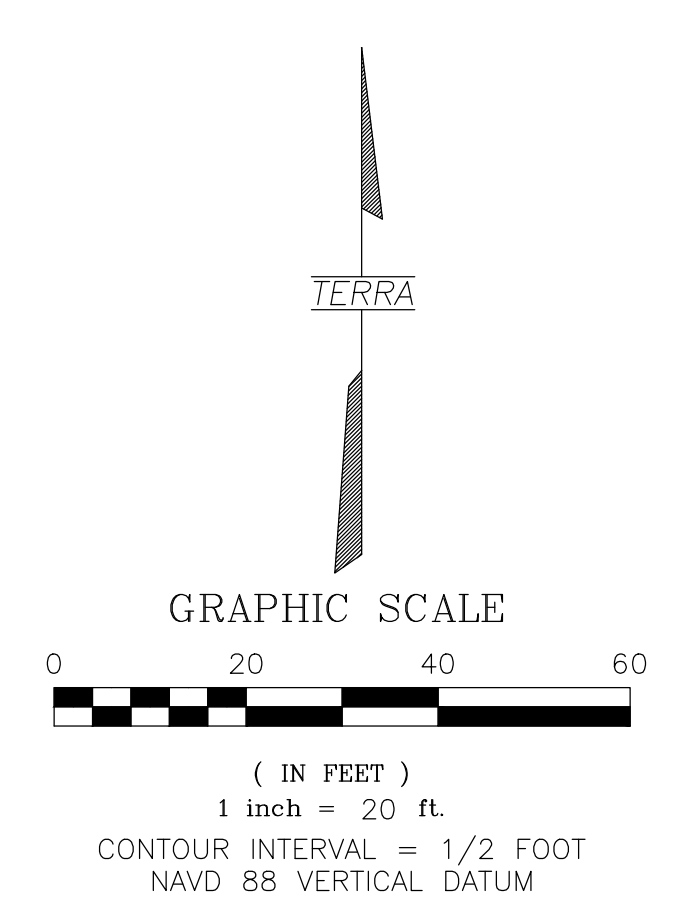
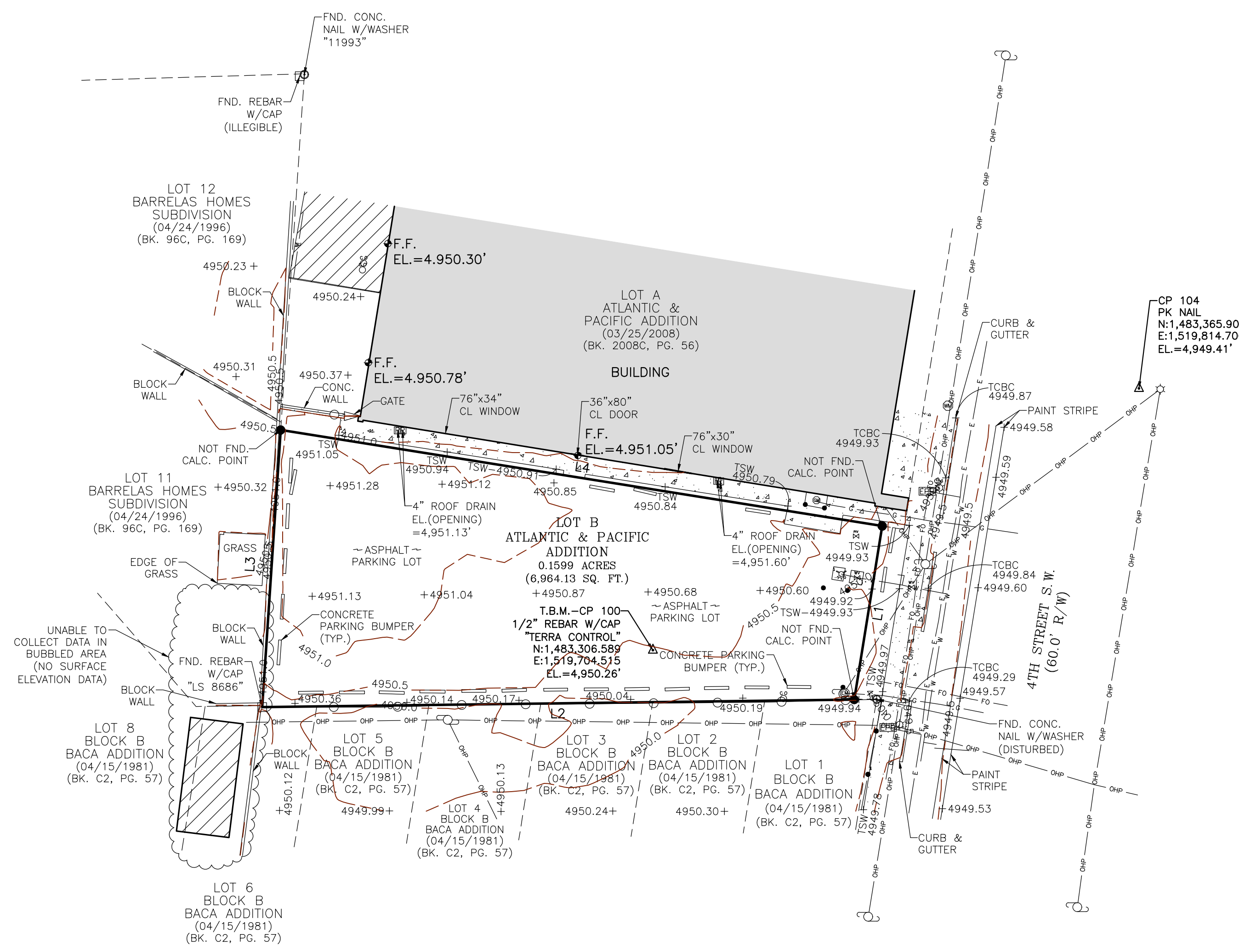
PROJECT BENCHMARK CP 100 IS A TERRA LAND SURVEY 1/2" REBAR WITH PLASTIC CAP STAMPED "TERRA CONTROL" ELEVATION = 4,950.26 FEET (NAVD 1988 VERTICAL DATUM).

NOTES

1. FIELD SURVEY PERFORMED IN DECEMBER 2025.
2. TOPOGRAPHIC SURVEY WAS COMPILED UTILIZING GROUND COORDINATES REFERENCED TO NAD 1983 NEW MEXICO CENTRAL ZONE. PRIMARY HORIZONTAL AND VERTICAL CONTROL WAS ESTABLISHED UTILIZING GPS RTK METHODS. COMBINED GROUND TO GRID FACTOR IS 0.999683284016 SCALED AROUND CP 100 N:1,483,306.589, E:1,519,704.515, EL.:4,950.26'.
3. ELEVATIONS SHOWN FOR PIPES ARE INVERT ELEVATIONS UNLESS OTHERWISE SPECIFIED.
4. CONTOURS SHOWN HEREON ARE AT A HALF A FOOT INTERVAL REFERENCED TO THE NAVD 88 VERTICAL DATUM.
5. THE UNDERGROUND UTILITIES SHOWN ARE BASED ON NM 811 UTILITY SPOTTING (TICKET NO. 26JA020069) AND HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL OF THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE.
6. BUILDING LOCATIONS SHOWN ARE TO FACE OF BUILDING. BUILDING OVERHANGS EXIST BUT ARE NOT SHOWN FOR CLARITY PURPOSES.

LEGEND

- △ CONTROL MONUMENT (AS NOTED)
- FOUND REBAR (AS NOTED)
- FOUND NAIL (AS NOTED)
- CALCULATED POINT; NOT FOUND
- ⊞ ELECTRIC PULLBOX
- ⊞ ELECTRIC METER
- ☆ LIGHT POLE
- ⊞ POWER POLE
- ⊞ POST INDICATOR VALVE
- ⊞ WATER METER
- ⊞ FIRE HYDRANT
- ⊞ WATER VALVE
- ⊞ CLEANOUT
- ⊞ ROOF DRAIN
- ⊞ GAS METER
- ◆ FINISH FLOOR ELEVATION
- BOLLARD
- +49XX.XX SPOT ELEVATION
- TCBC= TOP CURB/BACK OF CURB
- TSW= TOP OF SIDEWALK
- CHAIN LINK FENCE
- WROUGHT IRON FENCE
- |— METAL FENCE
- OHP— OVERHEAD POWER
- E— UNDERGROUND ELECTRIC LINE
- FO— UNDERGROUND FIBER OPTIC LINE
- W— UNDERGROUND WATER LINE
- G— UNDERGROUND GAS LINE
- ▨ BUILDING HATCH
- ▩ CONCRETE HATCH
- ▨ COVERED PORCH/CARPORT HATCH



LINK	BEARING	DISTANCE
L1	S09°09'40" W	39.86'
	(S09°10'25" W)	(39.89')
L2	S89°18'19" W	134.20'
	(S89°21'36" W)	(134.18')
L3	N03°49'08" E	62.97'
	(N03°46'26" E)	(62.95')
L4	S80°53'42" E	138.07'
	(S80°49'55" E)	(138.15')

SURVEYOR'S CERTIFICATION:

I, CHRISTOPHER A. MEDINA, NEW MEXICO PROFESSIONAL SURVEYOR NO. 15702, DO HEREBY CERTIFY THAT THIS TOPOGRAPHIC AND BOUNDARY SURVEY AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION; THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND IS CORRECT AND TRUE TO THE BEST OF MY BELIEF AND KNOWLEDGE.

Christopher A. Medina
CHRISTOPHER A. MEDINA, NMPLS NO. 15702



JAN. 13, 2026
DATE

TOPOGRAPHIC/BOUNDARY SURVEY FOR
909 4TH STREET S.W.
ALBUQUERQUE, NEW MEXICO

TERRA LAND SURVEYS, LLC
P.O. BOX 2532 • CORRALES, NM 87048 • (505) 792-0513

DRAWN BY: MWE	PROJECT NO.: 2025-175	SHEET 1 OF 1
CHECKED BY: CAM	DATE: JANUARY 2026	

FIRST STATED DEVELOPMENT, DISPOSITION, AND USE AGREEMENT

By and between the
**Metropolitan Redevelopment Agency,
City of Albuquerque, a New Mexico Municipal
Corporation,**

and

**La Plaza de La Plaza de Encuentro Gathering Place,
a 501(C)3 Non-Profit,
907 4TH Street SW
Albuquerque, NM 87102**

for

**LA PLAZA DE ENCUESTRO GATHERING PLACE, 501(C)3 HOME HEALTH AIDE
PROGRAM AND TRAINING CENTER DEVELOPMENT**

THE FIRST STATED DEVELOPMENT, DISPOSITION, AND USE AGREEMENT

This first stated development and disposition agreement (“Agreement”) is entered into and made effective on the date of the City’s Chief Administrative Officer’s signature below, by the City of Albuquerque, a New Mexico municipal corporation (hereinafter “City”), and La Plaza de Encuentro Gathering Place, a duly organized and validly existing as such under the laws of the State New Mexico 501(c)3 (hereinafter “Developer” or “Grantee”). City and Developer are sometimes hereinafter referred to collectively as “the Parties” and individually as “a Party.”

RECITALS

WHEREAS, the New Mexico Metropolitan Redevelopment Code, Section 3-60A-1 et seq. NMSA 1978 (the "MR Code"), confers certain powers upon the municipality to promote catalytic developments within areas that have been deemed slum or blighted by the governing body of the municipality and authorizes the municipality to create a Metropolitan Redevelopment Agency;

WHEREAS, the City of Albuquerque adopted Ordinance § 14-8-4 establishing the MRA for the City and known as the Metropolitan Redevelopment Agency Ordinance;

WHEREAS, the MR Code requires that areas deemed slum or blighted must have a Metropolitan Redevelopment plan adopted by the municipality that provides proposed activities that will aid in the elimination or prevention of slum or blight;

WHEREAS, the City Council has made such a determination and designated the Barelas Neighborhood Commercial Area Revitalization and Metropolitan Area Plan (“Barelas MR Plan”) in September 1991, by R-430 Enactment Number 148-1991;

WHEREAS, the MRA serves as a bridge between the private and public sectors and further recognizes that community relationships can advance development by growing communication, trust, and support for entrepreneurial projects;

WHEREAS, the MRA has created a pilot program, Capital Outlay Development Support (hereinafter referred to as the “Program”) to support and provide access for entities with economic development or entrepreneur-focused visions to State Capital Outlay in designated MR Areas;

WHEREAS, the property located at 907 4th ST SW (the “Property”) legal description of the property is Lot lettered "A", Atlantic & Pacific Addition, as the same are shown and designated on the plat entitled "Plat of Lot A, Atlantic & Pacific Addition. Projected Section 20. T. 10 N., R. 3 E., N.M.P.M., Town of Albuquerque Grant, City of Albuquerque, Bernalillo County. New Mexico," filed in the office of the County Clerk of Bernalillo County, New Mexico, on March 25, 2008, in Plat Book 2008C, Page 56 (Exhibit A). The Property is approximately 0.1599 acres in size, and the value has been estimated at Fifty Thousand Dollars and 00/100 (\$50,000.00). The Property is identified as an opportunity for collaboration to implement the Barelas MR Plan;

WHEREAS, the Plan’s redevelopment goal for the Property is “to develop the site to provide technical and financial assistance to entrepreneurs and small businesses located in the

Barelas Neighborhood and provide education to ensure the succession of small businesses to new owners”;

WHEREAS, the City was awarded stewardship of Three Hundred Seven Thousand Eight Hundred and 00/100 Dollars (\$307,800.00) Capital Outlay Funds (“Capital Outlay”) from the New Mexico State Legislature. The HB285 Section 29 Subsection 43 from the 2021 Session legislative session, for Two Hundred Seventeen Thousand Eight Hundred and 00/100 dollars (\$217,800) and HB505 Section 28 Subsection 7 from the 2023 Session from the 2023 session for Ninety Thousand and 00/100 dollars (\$90,000) were appropriated to the Developer to design, develop, construct, equip, and implement a Home Health Aid Training Center (“The Center”);

WHEREAS, the redevelopment of the Property herein after the Project is in accordance with this Plan goal will aid in the elimination and prevention of slum and blight;

WHEREAS, on Thursday, February 19th, 2026, the Albuquerque Development Commission recommended approval of this Development and Disposition Agreement to the City of Albuquerque Council;

WHEREAS, under the New Mexico Metropolitan Redevelopment Code, the individual benefit accruing to the Recipient is incidental to the objectives of that code and is far outweighed by the benefit to the public as a whole, and is at this moment declared not to result in a donation or aid to any person; and

NOW THEREFORE, in consideration of the Property and the mutual covenants hereinafter set forth, the Parties formally covenant and agree as follows:

ARTICLE I

Project Description and Agreement Term

Section 1.1. Project Description. The proposed project entails the development of a 1000-square-foot Home Health Aide Training Center (“The Center”). The Center will feature an enclosed public structure with restrooms and a model one-bedroom, one-simulation bathroom home, equipped with a fully operational kitchen for training and demonstration purposes. The improvements and features, including notations, are depicted in Exhibit B.

Section 1.2 Term of Agreement. This Agreement will become effective on May 1st, 2026 (the "Effective Date"). The “Term” of this Agreement will commence on the Effective Date and will terminate ten (10) years after satisfactory compliance with all Developer obligations in the Agreement.

ARTICLE II

Developer’s Responsibilities and Completion of the Project

Section 2.1. General Developer Responsibilities. Developer shall construct the Project in material

conformance with the design plans. Developer and its affiliates, agents, contractors, or subcontractors are solely responsible for the construction and management of the Project, including, but not limited to:

- A. Securing all financing for all costs to complete the Project, including but not limited to horizontal and vertical development costs, acquisition costs, pre-development costs, soft costs, off-site costs, and infrastructure costs.
- B. Obtaining and complying with all necessary governmental permits and any other approvals of any nature required for the development and construction of the Project.
- C. Designing and constructing all on-site improvements related to the Project and in accordance with the design plans, Exhibit B.
- D. Developer shall complete the construction of the Center no later than twenty-four (24) months from the start of the Term. An extension can be provided upon reasonable request by the Developer.
- E. For the duration of the Term, the Property shall be owned by the City of Albuquerque and shall be leased to the Developer.
- F. Completion of Construction shall be evidenced to the City by providing the final and unconditional Certificate of Occupancy.
- G. Developer, or its assigns, shall have the right and obligation to operate, maintain, repair, provide security, manage public use, and coordinate community programming for a term of ten (10) years. A ground lease (“Ground Lease”) details all the requirements in Exhibit C.
- H. Developer shall maintain and operate the Center, including, but not limited to, management, maintenance, security, and other industry-standard activities in a first-class manner consistent with reputable business standards and practices typical of similar projects within the Albuquerque metropolitan area.
- I. Exhibit D establishes operational guidelines (hereinafter the “Operational Guidelines”) for the Center. Amendments to the Operational Guidelines may be approved by the MRA Director.
- J. Developer shall pay all real estate taxes and other taxes associated with the Project.
- K. Developer shall pay all charges incurred by Developer, from the Term, for usage of water, gas, electricity, or other public utilities relating to the Property. The developer will defend, indemnify, save, and hold the City harmless from any such utility charges, expenses, or liabilities.

ARTICLE III

City’s Responsibilities for the Project

Section 3.1. Processing Capital Outlay.

- A. The City will timely comply with all requirements for the processing of Capital Outlay and

applications for release to the City.

- B. The City will notify the Developer of any communications from the State concerning the approval or disapproval of any City requests to the State for reimbursement, including State requests for additional information.
- C. The City will timely resolve any such issues with the State and allow the Developer the opportunity to participate in such resolution.
- D. The City explicitly does not and cannot guarantee or warrant the availability or disbursement of State Funds.

Section 3.2. Capital Outlay. The City acts as the fiscal agent for Capital Outlay awarded to the Developer for the Project within the municipal boundary.

Section 3.3. Services to the Public. Capital Outlay shall be utilized to complete the Center in accordance with Article III. The Center shall be a community facility that offers public programming in accordance with Exhibit D.

Section 3.4. Disbursement of State Funding.

- A. State Funding is disbursed to the City as reimbursement for actual Public Development Costs incurred by the Developer solely for the purposes authorized under this Agreement. Disbursement of State Funding is dependent on State approval of the Notice of Obligation to Reimburse Developer (“Notice of Obligation”). The Developer will provide the City with a quote for services in order for the City to create the Notice of Obligation. The City will submit the Notice of Obligation to the State for approval. Upon approval of the Notice of Obligation by the State, the City will provide the Developer with a copy. Developer agrees to provide City with a request for State Funding Disbursement, in a form acceptable to the City, and to include third-party backup documentation, such as receipts or invoices (a “Draw Request”). Eligible expenses for State Funding include all Public Development Costs, subject to further limitations by the State of New Mexico. Provided the Notice of Obligation has been approved by the State and the State Funding Preconditions have been met, the City will pay the Developer the approved amount of each Draw Request.
- B. State Funds will be used for Land Development Costs. Upon receipt of a Draw Request, the City will submit a reimbursement request to the State.

ARTICLE IV

Conveyance of Land

Section 4.1. Contribution and Conveyance of Property. The Developer hereby agrees to contribute and convey the Property. The City hereby agrees to accept the Property, upon the terms and conditions of this Agreement.

Section 4.2. Conditions for Property Contribution and Conveyance. Prior to Construction, the Developer will convey the Property to the City by New Mexico statutory form special warranty

deed (the "Property Deed"). The City will then execute the Ground Lease. The Developer shall be responsible for all closing costs and title insurance.

Section 4.3. Developer's Environmental Indemnity. Developer will indemnify and defend (with counsel reasonably approved by the City, as applicable) the MRA, the City and its Mayor, Council Members, administration, directors, managers, employees, agents, contractors, successors and assigns (the "City indemnitees"), and hold the City indemnitees harmless, from and against any and all claims related to this Project, including but not limited to any liabilities, losses, demands, actions, causes of action, damages, cleanup costs, and expenses (including reasonable attorneys' fees, expert's fees and costs) and/or penalties claimed, threatened or asserted against, or suffered or incurred by any City Indemnitee, arising out of or in any way relating to the release, use, generation, transportation, storage or as a consequence of disposal by Developer or any of its agents, representatives, employees or invitees, or the presence of any Hazardous Materials in, on or about the Property occurring as a result of or in connection with Developer's use or occupancy of the Property, and any and all liabilities, losses, costs, claims, demands, actions, causes of action, expenses and penalties incurred in the removal, remediation and disposal of any Hazardous Materials; provided, however, that the foregoing provisions will not apply to any Hazardous Materials used, generated, transported, stored or disposed of by a City Indemnitee. The terms and conditions of this Section 5.8 shall survive expiration or earlier termination of this Agreement.

ARTICLE V

Reporting and Acknowledgement of Satisfaction

Section 5.1. Reports.

- A. Quarterly reports shall be provided during the construction and include an update on progress in obtaining all necessary entitlements, permits, and approvals prior to construction. During construction, the reports will address construction progress (expressed as a percentage of Project Completion) and any concerns or perceived delays to complete the Project. The City reserves the right to request additional reporting as necessary. Upon completion, the Developer shall provide a copy of the Certificate of Occupancy, hereinafter known as the "Construction Completion Date".
- B. The Developer shall report, in writing, annually, throughout the Term. Reports are due June 30th for each preceding year for which the report is due. Annual reports shall include pictures (fliers, photos, handouts, etc.) and a brief summary of Operational Guideline changes that occurred, the usage rate, and testimonials.

ARTICLE VI

Warranties and Obligations

Section 6.1. Warranties and Obligations by Developer. The Developer makes the following warranties as the basis for the undertakings on its part herein contained:

- A. The execution and delivery of this Agreement, the consummation of the transactions

contemplated hereby, and Developer's compliance with the terms and conditions of this Agreement will not violate the terms of the Developer's Articles of Organization or Operating Agreement or conflict with or result in a breach of any of the terms, conditions or provisions of any corporate restriction or any agreement or any instrument to which Developer is a party or by which it is bound, nor will it result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon the Property or the Project, except for any permitted encumbrances.

- B. There are no legal or administrative proceedings pending or, to Developer's knowledge, threatened against Developer or affecting the Project which, if determined adversely, would have a material adverse effect on Developer or the Project or on the ability of Developer to perform its obligations under this Agreement and any related agreements.
- C. At all times, the Project shall comply in all material respects with all applicable zoning and planning ordinances, building codes, flood regulations, environmental laws, ordinances, statutes, rules, and regulations relating to the Project.
- D. No City Councilor, officer, or employee of the City has any direct, indirect, legal, or beneficial interest in the Developer, the Project, this Agreement, or in any contract or agreement between the City and Developer or in any franchise, concession, right, or privilege of any nature granted by the City to the Developer in this Agreement.
- E. Developer covenants and warrants that the only person or firm interested in this Agreement as principal or principals is named in this Agreement, and that this Agreement is entered into by the Developer without collusion on the part of the Developer with any person or firm, without fraud and in good faith. The Developer also covenants and warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the Term of this Agreement, will be offered or given by the Developer or any agent or representative of the Developer to any officer or employee of the City with a view towards securing this Agreement or for securing more favorable treatment with respect to making any determinations with respect to performing this Agreement.

ARTICLE VII

Real Property Taxes, Insurance, and Other Amounts Payable

Section 7.1. Payment, Fees, and Other Amounts Payable. Developer shall promptly pay or cause to be paid, as the same become due, real property taxes, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project, provided that with respect to governmental charges that may lawfully be paid in installments over a period of years, Developer shall be obligated to pay only such installments as are required to be paid during the Term of this Agreement when due. The developer may, in good faith, contest any such charges and, in the event of any such contest, may permit the charges so contested to remain unpaid during the period of such a contest and any appeal therefrom, provided that during such period, enforcement of any such contested item shall be effectively stayed. If the City reasonably determines that the aforementioned amounts have not been paid, the City shall send a written notice of default, detailing the specific payment that it believes Developer has failed to complete, to the Developer who shall then have fifteen (15) business days to provide verification of payment or cure the default; provided, if such default cannot with due diligence be wholly cured within such fifteen (15)

business day period, Developer shall have such longer period as may be reasonably necessary to cure the default, so long as Developer proceeds promptly to commence the cure of same within such fifteen (15) business day period and diligently prosecutes the cure to completion in which case, it shall not constitute a default.

Section 7.2. Payments Required. The obligations of Developer to make the payments required in Section 7.1 hereof and to perform and observe the other agreements on its part contained in this Agreement shall be absolute and unconditional without offset or counterclaim for claims against the City or any other party.

Section 7.3. Maintenance of the Project. Developer agrees that, during the Term of this Agreement, it shall, at its own expense, keep, or cause to be kept, the Project in a reasonably safe condition, and keep all other improvements forming a privately-owned part of the Project in good repair and in good operating condition, making all necessary repairs thereto and renewals and replacements thereof. Subject to Section 4, any tangible property purchased or installed with public funding or received in exchange for tangible property purchased or installed with public funding shall become a part of the Project and the Property thereof. Developer shall not permit any mechanic's lien, security interest, or other encumbrance to be established or to remain against the Project for labor or materials furnished in connection with the construction or installation of any additions, modifications, improvements, repairs, renewals or replacements made by it, provided that if Developer shall notify the City of its intention to do so, Developer may in good faith contest any mechanic's or other liens filed or established and such notice shall stay Developer's obligation to satisfy the contested liens during the period of such contest and any appeal therefrom unless Developer determines or the City shall notify Developer that, in the opinion of the City, by non-payment of any such items, the Developer shall promptly pay and cause to be satisfied and discharged all such unpaid items.

Section 7.4. Insurance Required. During the construction period, Developer shall keep the Project insured or cause the Project to be kept insured against loss or damage by maintaining policies of insurance and by paying, as the same become due and payable, all premiums with respect thereto, including but not necessarily limited to the following coverage:

- A. Comprehensive General Liability Insurance. Developer shall obtain comprehensive general liability insurance, including automobile insurance, with liability limits in amounts not less than Two Million Dollars and No Cents (\$2,000,000.00) aggregate limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policies of insurance must include coverage for all operations performed on or about the Project, including coverage for collapse, explosion, and underground liability coverage, coverage for the use of all owned, non- owned, hired automobiles, vehicles, and other equipment both on the Project site and contractual liability coverage, which shall specifically insure the indemnification provisions of this Agreement. The above requirement shall include but shall not be limited to protection against damage or destruction of public and private property, including telephone conduit, telegraph conduit, power conduit, telephone signal cables, fiber optics cables, television cables, computer cables, fire alarm circuits, gas mains, water service connections, sanitary sewer, sewer, house or building connections, water mains, water service connections, steam lines, petroleum products pipelines, storm drains,

storm inlet lines including all appurtenances thereto while located below the surface of the ground including injury or death to person or persons caused by Developer's operations including blasting and trenching, backfilling, tamping, with or without the use of mechanical equipment, and the collapse of or structural damage to a building, house or structure including power, telephone, telegraph, fire alarm, street light poles, curb, gutter and sidewalk on public or private property and destruction of or damage to other public or private property resulting therefrom including injury or death to person or persons and all causes by Developer's operations in the removal of other building structures including their supports, trees and utility poles or by excavation including blasting and trenching, backfilling, tamping with or without use of mechanical equipment. Other public and private property, as used above, shall include, but not be limited to, lawns, plants, flowers, trees, fences, yards, and walls.

- B. Worker's Compensation Insurance. Developer shall comply with the provisions of the Worker's Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. Developer shall procure and maintain, or Developer shall require its general contractor to procure and maintain, complete Worker's and Employer's Liability Insurance in accordance with New Mexico law and regulations. Such insurance shall include coverage permitted under NMSA 1978, §52-1-10 for safety devices. With respect to workers' compensation insurance, if Developer or a general contractor elects to be self-insured, it shall comply with the applicable requirements of law. If any portion of the construction of the Project is to be subcontracted or sublet, Developer shall require the contractor and subcontractor to similarly provide such coverage (or qualify as self-insured) for all latter's employees to be engaged in such work. It is agreed with respect to all workers' compensation insurance, Developer and its surety shall waive any right of subrogation they may acquire against the City, its officers, agents, and employees by reason of any payment made on account of injury, including death, resulting therefrom sustained by any employee of the insured arising out of performance of this Agreement. Neither the Developer nor its employees are considered employees of the City of Albuquerque for any purpose. The Developer is considered an independent contractor at all times during the performance of this Agreement. The Developer further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Worker's Compensation Act of the State of New Mexico, nor 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.
- C. Builder's Risk Insurance. Developer shall procure, or Developer shall cause its general contractor to procure and maintain, until completion of the construction, builder's risk, vandalism, and malicious mischief insurance. Alternatively, Developer shall procure and maintain insurance, or Developer shall cause its general contractor to procure and maintain, against loss or damage to the Project by fire, lightning, vandalism, and malicious mischief with the uniform extended coverage endorsement limited only as may be provided in the standard form or extended coverage endorsement at the time in use by the State of New Mexico to provide for not less than ninety percent (90%) recovery of the market value of the buildings and other improvements as constructed at the time of destruction.
- D. Professional Liability (Errors and Omissions) Insurance. Professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 combined single limit of

liability per occurrence, with a general aggregate of \$1,000,000.

- E. Sexual Abuse Molestation Coverage. Sexual abuse molestation insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence, with a general aggregate of \$1,000,000. This coverage should be required, unless specific circumstances that eliminate potential risks indicate otherwise, if the vendor/contractor will be working with, or in physical or virtual contact with, children under the age of 18 or a compromised client base (deaf and hard of hearing, blind, senior and older adults, persons with mental disabilities, intellectual disabilities and/or a developmental disability).
- F. Proof of Insurance. During construction, and not less than once each year, on or before May 31, Developer shall provide to the City without demand, or more frequently upon demand, proof of all required insurance coverages.

Section 7.5. Application of Net Proceeds of Insurance. During the construction period, the net proceeds of builder's risk insurance and of fire and other hazard and casualty insurance, carried pursuant to the provisions of this Agreement hereof, shall be applied as provided in this Agreement and the net proceeds of liability insurance carried pursuant to the provisions of this Agreement hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds have been paid. The net proceeds of the bonds provided pursuant to this Agreement shall be applied to curing the defect in performance or payment.

Section 7.6. Additional Provisions Regarding Insurance. All insurance required to be taken out by Developer pursuant to this Agreement shall be taken out and maintained with generally recognized responsible insurance companies authorized to do business in the state of New Mexico, selected by Developer. An original or duplicate copy of the insurance policies providing the coverage required herein shall be deposited with the City. Prior to expiration or exchange of such policy, Developer shall furnish evidence satisfactory to the City that the policy has been renewed or replaced or is no longer required by this Agreement upon demand. All policies required hereunder shall provide that the City shall be given thirty (30) days' prior written notice of cancellation, non-renewal, or material alteration of coverage. Provisions that the insurance company shall "endeavor to give the City notice" shall not be allowed.

Section 7.7. Post Construction Insurance. Following construction, all insurance required on the La Plaza de Encuentro Gathering Place, 501(c)3 Home Health Aide Program and Training Center Property shall be as set forth in the Ground Lease.

ARTICLE VIII

Damage, Destruction, and Condemnation

Section 8.1. Damage, Destruction, and Condemnation. In the event the Project is destroyed or damaged, in whole or in part, by fire or other casualty, Developer shall have the right to use the net proceeds of insurance to restore the Project, related MRA Design Element, and other improvements located on the Property to substantially the same conditions as existed prior to the casualty causing the damage or destruction. If the insurance proceeds derived from a claim for damage or destruction are not used to restore the during the term of the Ground Lease, then the first One Million Dollars and No Cents (\$1,000,000.00) (or less if the insurance proceeds do not equal

One Million Dollars and No Cents (\$1,000,000.00)) of said proceeds shall be paid to the City by the Developer or Developer's assigns.

Section 8.2. Partial Damage, Destruction, and Condemnation. If the casualty or condemnation affects only part of the Project and total rebuilding is infeasible, then proceeds may be used for partial rebuilding.

ARTICLE IX

Special Covenants

Section 9.1. City's Right of Access to the Project. Developer agrees that the City and any of its duly authorized agents shall have the right at all reasonable times following 48-hours written notice (or two (2) business days whichever is longest) and subject to the rights of the tenants and guests, to enter upon and examine and inspect the Project provided that any such inspections shall be conducted in a manner that will minimize any intrusion on the operations of the Project.

Section 9.2. Good Standing. Developer warrants and represents that it has executed, filed and recorded all certificates and other documents and has done and shall continue to do throughout the Term of this Agreement such other acts as may be necessary or appropriate to comply with all applicable requirements for the formation, qualification and operation of a foreign limited liability company, and the operation and ownership of the Project under the laws of the State of New Mexico.

Section 9.3. Release and Indemnification Agreement. Developer releases the City from, and covenants and agrees that the City shall not be liable to the Developer for any loss or damage to property or any injury to or death of any person or persons occasioned by any cause whatsoever pertaining to the Project, the Property, the use thereof, or any other transaction contemplated by this Agreement; provided, that such indemnity shall not apply to any loss or damage caused by the negligence or willful acts of the City or any City employees or agents.

Developer shall defend, indemnify and hold harmless the City from any loss, claim, damage, act, penalty, liability, disbursement, litigation expense, attorneys' fees, or court costs arising out of or in any way relating to this Agreement, or any other cause whatsoever pertaining to the Project, provided, that such indemnity shall not apply to any loss or damage caused by the negligence or willful acts of the City or any City employees or agents and further subject to the limitations of NMSA 1978 § 56-7-1. The City shall, after receipt of notice of the existence of a claim for which it is entitled to indemnity hereunder, notify Developer in writing of the existence of such claim or commencement of such action. This indemnification agreement shall survive the termination of this Agreement.

Section 9.4. Protections. Developer will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.

- A. Developer agrees explicitly that none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises

any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.

- B. Developer will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- C. Developer acknowledges and agrees to include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:
 - i. “The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico (“**Legislature**”) for the performance of this Agreement.
 - ii. If the Legislature does not make sufficient appropriations and authorization, City of Albuquerque may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - iii. The City of Albuquerque’s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Albuquerque or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Albuquerque or the State Department of Finance and Administration.”
- D. Developer acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:
 - i. “This contract is funded in whole or in part by funds made available by the State of New Mexico (“**State**”). Should the State terminate its Agreement with the City of Albuquerque, the City of Albuquerque may terminate this contract immediately by providing Contractor written notice of such termination.
 - ii. In the event of termination pursuant to this paragraph, the City of Albuquerque’s only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date.”

ARTICLE X

Events of Default Defined and Remedies upon Default

Section 10.1. Events of Default Defined. The following shall be “Material Events of Default” under this Agreement, also referred to as “Events of Default” or “default” shall mean, whenever they are used in this Agreement, any one or more of the following events:

- A. Failure by Developer to perform any of the provisions, covenants, or conditions as outlined in Article II.
- B. Failure by the City to perform any of the provisions, covenants, or conditions as outlined

in Article III.

- C. Developer's default of the Ground Lease.
- D. Breach of Developer of any warranty or obligations set forth in Section 6.1.
- E. Failure to maintain insurance in the amount or manner required in Section 7.

Section 10.2. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or the Developer nor any remedy conferred upon or reserved to the City or the Developer is intended to be exclusive of any other available remedy but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.3. Agreement to Pay Attorneys' Fees and Expenses. If any legal action is brought to enforce the cure of a Material Event of Default after applicable notice and cure, the prevailing party shall be entitled to recover its reasonable, actual, out-of-pocket attorney fees and expenses incurred in such action.

Section 10.4. No Additional Waiver Implied by One Waiver. If any provision contained in this Agreement should be breached by any Party and thereafter waived by the Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

Section 10.5. Remedies upon Default.

- A. Upon any Material Event of Default and regardless of any other notices previously provided, the non-defaulting party shall send a "Final Notice of Material Default" to the defaulting party describing the Material Event of Default and requiring cure within sixty (60) days from the date of the mailing or delivery of the Notice.
- B. If the Material Event of Default is not cured or arrangements satisfactory to the non-defaulting party are made to cure the Material Event of Default, the non-defaulting party may elect to sue for compensatory damages suffered by it due to the Material Event of Default, as well as all other incidental damages proven by the non-defaulting party. Except where otherwise stated, the City may, at the City's option and without limiting the City in the exercise of any other right or remedy the City may have on account of such default, pursue any remedy allowed by this Agreement, law, or equity. The City shall have the unrestricted right to call on the Letter of Credit.

ARTICLE XI

Miscellaneous

Section 11.1. Notices. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the City:

Director, Metropolitan Redevelopment Agency
PO Box 1293
Albuquerque, NM 87103

If to Developer:

Executive Director, Andrea Plaza
907 4th St. SW
Albuquerque, NM 87102
andrea@encuentronm.org
505-247-2920

The City and Developer may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent.

Section 11.2. Other Attachments. The Developer must have on file with the City current copies of:

- A. Certificate of nonprofit incorporation;
- B. Articles of Incorporation approved by the New Mexico Secretary of State Corporations Bureau;
- C. A copy of the Developer's corporate bylaws;
- D. Any license applicable to the Contractor's proposed activities;
- E. A listing of the current governing board members; and
- F. A current organizational chart.

Section 11.3. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the City and Developer, and their respective successors and assigns, subject, however, to the limitations contained herein.

Section 11.4. Severability. In the event any covenant, condition or provision herein is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such covenant, condition or provision shall be deemed amended to conform to applicable laws so as to be valid or enforceable or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken. If stricken, all other covenants, conditions, and provisions of this Agreement shall remain in full force and effect, provided that the striking of such covenants, conditions, or provisions does not materially prejudice either the City or the Developer in its respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

Section 11.5. Amendments, Changes, and Modifications. Except as otherwise provided in this Agreement, this Agreement shall not be effectively amended, changed, modified, altered, or terminated except by mutual written agreement of the Parties. The Metropolitan Redevelopment Agency Director is authorized to enter into amendments to this Agreement that do not materially adversely impact the City's rights or obligations pursuant to this Agreement.

Section 11.6. Execution of Counterparts. This Agreement may be executed in several counterparts,

each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.7. Other Instruments. The developer and the City covenant that they shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered such instrument, supplemental hereto, and further acts, instruments and transfers as may be required hereunder. All such ancillary agreements shall be in accordance with, and not in contradiction of, the terms and conditions set forth in this Agreement.

Section 11.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

Section 11.9. Recording. The public and private easements and plats that are associated with the Project, and every assignment and modification thereof, shall be recorded in the office of the County Clerk of Bernalillo County, New Mexico, by the Developer.

Section 11.10. No Pecuniary Liability of City. No provision of this Agreement shall constitute an indebtedness of the City within the meaning of any constitutional provision or statutory limitations of the State of New Mexico, nor constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers.

Section 11.11. Officials, Agents, and Employees Not Personally Liable. No official, agent, or employee of the City, nor member of the City Council, shall be personally liable to any person by virtue of any provision of this Agreement.

Section 11.12. Waiver. No provisions of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing, signed by the party making the waiver and addressed to the other party, nor shall any custom or practice which may evolve between the parties in the administration of the terms of this Agreement be construed to waiver or lessen the right of either party to insist upon the performance of the other party in strict accordance with the terms of this Agreement. Further, the waiver by any party of a breach by the other party or any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereon.

Section 11.13. Gender, Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

Section 11.14. Captions and Section Headings. The captions, section headings, and table of contents contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

Section 11.15. Relationship of Contract Documents. All documents attached to this Agreement or incorporated into this Agreement are complementary, and any requirement of one contract document shall be as binding as if required by all. Any inconsistency among the various documents shall be resolved in favor of the language in this Agreement, which, along with its amendments, if any, is deemed to be the primary document.

Section 11.16. Exhibits, Certificates, Documents Incorporated, and Attachments. Incorporation by Reference. All certificates, documents, exhibits, attachments, riders, and addenda referred to in this Agreement are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

Section 11.17. Governmental Rights and Powers. Nothing in this Agreement shall be construed or interpreted as limiting, relinquishing, waiving, or defining governmental rights and the police powers of the City or abrogating the requirement of any ordinance.

Section 11.18. Cross References. References in the text of this Agreement to articles, sections, or exhibits pertain to articles, sections, or exhibits of this Agreement unless otherwise specified.

Section 11.19. Time is of the Essence. Subject to the qualifications otherwise set forth herein, time is of the essence in the performance of this Agreement.

Section 11.20. Assignment and Subletting. The Developer shall not delegate, assign, sublet, or otherwise transfer, in whole or in part, any of the rights or responsibilities granted in this Agreement without the prior written approval of the City. The City has no obligation to, and shall not be required to, approve any assignment or other transfer of this Agreement that would result in the services required under this Agreement being performed by any person or entity other than the Developer.

Section 11.21. No Partnership or Agency. Nothing contained in this Agreement is intended or shall be construed in any respect to create or establish any relationship other than that of the owner and contractor, and nothing herein shall be construed to establish any partnership, joint venture, or association or to make Developer the general representative or agent of City for any purpose whatsoever.

Section 11.22. Force Majeure. If either Party (the “Delayed Party”), is delayed or hindered in or prevented from the performance of any act required hereunder, by reason of casualty, inclement weather, strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, terrorist threat or attack, environmental remediation work (whether ordered by any governmental body or voluntarily initiated), closings or reduction of hours of governmental or quasi-governmental offices, or inadequate personnel or resources related thereto, due to a health-related pandemic or outbreak, or other reason of a like nature and that is not the fault of the Delayed Party (a “Force Majeure Delay”), then prior to the date upon which such performance is due, the Delayed Party will provide to the other Party (the “Notified Party”), written notice of such delay (the “Force Majeure Notice”), which will include: (i) a detailed specification of the cause of such Force Majeure Delay, (ii) a statement of the number of days by which such performance has been delayed, and (iii) materials reasonably evidencing such Force Majeure Delay. In no event will lack of funds be a Force Majeure Delay. Upon receipt by the Notified Party of the Force Majeure Notice, the period for such performance will be extended for the number of days set forth in the Force Majeure Notice. At all times, the Delayed Party will diligently attempt to remove, resolve, or otherwise eliminate the conditions causing such Force Majeure Delay, keep the Notified Party advised with respect thereto, and commence

performance of its obligations hereunder immediately upon such removal, resolution, or elimination. For the avoidance of doubt, Force Majeure shall not include: (a) financial distress, nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. Notwithstanding anything to the contrary contained in this Section 12.21, a health-related pandemic or outbreak related delay shall only be a Force Majeure Delay in the event construction or construction activities are removed from the essential business list under New Mexico state law or executive order or federal law or executive order or construction or construction activities are otherwise stopped or prohibited from commencing work by state or federal law or executive order; provided, however, if public health recommendations or requirements impact the ability for construction or construction activities to occur in their normal manner or on their normal schedule, then Force Majeure shall apply for health-related pandemic or outbreak related delays to construction or construction activities. In the event that restaurants and/or retail are forced to close or prohibited from operating by state or federal law or executive order, occupancy requirements shall be paused until such orders are lifted, at which point they shall resume.

Section 11.23. Forum Selection. Any cause of action, claim, suit, demand, or other case or controversy arising from or related to this Agreement shall only be brought in the Second Judicial District Court located in Bernalillo County, New Mexico, or in the federal district court located in Albuquerque, New Mexico. The parties irrevocably admit themselves to, and consent to, the jurisdiction of either of the said courts. The provisions of this section shall survive the termination of this Agreement.

Section 11.24. Compliance with Laws. The Developer shall comply with all applicable laws, ordinances, regulations, and procedures of Federal, State, and local governments in the development, construction, maintenance, and management of the Project.

Section 11.25. No Reliance Construction. City and Developer acknowledge and agree that they have thoroughly read this Agreement, including all exhibits thereto, and have sought and received whatever competent advice and counsel were necessary for them to form a full and complete understanding of all rights and obligations herein. City and Developer further acknowledge that the Agreement is the result of negotiations between them, and this Agreement shall not be construed against either Party by reason of that Party's preparation of all or part of this Agreement.

Section 11.26. Liability. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended. Nothing in this Agreement shall be construed as a waiver of any immunity or limitation of liability provided under the New Mexico Tort Claims Act.

Section 11.27. Discrimination Prohibited. In performing the services required hereunder, the parties hereto shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, 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.

Section 11.28. ADA Compliance. In performing the services required hereunder, Developer will ensure that any contractors agree to meet all the requirements of the Americans with Disabilities Act of 1990, and all applicable rules and regulations (“ADA”), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. Developer, through any contractor, 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 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 the Contractor or its agents in violation of the ADA.

Section 11.29. Representation. Each party hereto acknowledges that it has been represented, or has had ample opportunity to obtain representation of counsel, with respect to this contract. Accordingly, each party hereto represents to the other that it has read and understood the terms of this Agreement, and the consequences of executing this Agreement, and that, except as expressly set forth herein, no representations have been made to induce the other party to execute this Agreement.

Section 11.30. Multiple Counterparts. This Agreement may be signed in multiple counterparts or with detachable signature pages, but either or both circumstances shall constitute one instrument, binding upon all parties thereto as if all parties signed the same document. If so executed, each such counterpart of this Agreement is to be deemed an original for all purposes, and all such counterparts will collectively constitute one Agreement, but in making proof of this Agreement, it will not be necessary to produce or account for more than one such counterpart.

Section 11.31. Entire Agreement. This Agreement, including any explicitly stated and attached Exhibit(s), constitutes the full, final, and entire agreement of the parties and incorporates all of the conditions, agreements, understandings, and negotiations between the parties concerning the subject matter of this contract, and all such agreements, conditions, understandings, and negotiations have been merged into this written Agreement. No prior condition, agreement, understanding, or negotiation, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in writing in this Agreement.

Section 11.32. Amendments or Modifications. No amendment or modification to this Agreement shall be valid or enforceable unless executed in writing and signed by the parties hereto.

Section 11.33. Survival. All obligations, covenants, and agreements contained herein that are not performed at or before the completion of construction of the Project but which are to be performed after the completion of construction of the Project, as provided in this Agreement, shall survive the completion of construction of the Project.

Section 11.34. Approval Required. This Agreement shall not become effective or binding until approved by the highest approval authority required by the City under this Agreement.

Section 11.35. Agreement Binding. This Agreement and all parts contained herein shall be binding upon each Party and such transferees, their successors, assigns, and all parties claiming by, through, or under any of them.

Section 11.36. Interpretation.

- A. The words "City" and "Developer" as used herein will include, as the context may permit or require, the parties executing this Agreement and their respective heirs, executors, administrators, successors, and assigns.
- B. Wherever the context so permits or requires, words of any gender used in this Agreement will be construed to include any other gender, and words in the singular number will be construed to include the plural.
- C. Unless expressly provided to the contrary, the phrases "during the term of this Agreement" and "during the term hereof" will include such periods during which the term of this Agreement is actually extended pursuant to the exercise by Developer of option(s) to extend the term hereof.
- D. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each party has been given the opportunity to consult experienced and knowledgeable legal counsel. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement will be interpreted in a reasonable manner to affect the purpose of the parties and this Agreement.

Section 11.37. Final Dates. If the final date of any deadline falls upon a Saturday, Sunday, or holiday recognized by the U.S. Postal Service, then in such event the time of such deadline will be extended to the next day that is not a Saturday, Sunday, or holiday recognized by the U. S. Postal Service. Whenever the word "days" is used herein, it will be considered to mean "calendar days" and not "business days" unless an express statement to the contrary is made.

Section 11.38. City-Developer Relationship. The City will in no event be construed or held to be a partner, joint venture, or associate of the Developer in the conduct of the Developer's business, nor will the City be liable for any debts incurred by the Developer in the Developer's business. The relationship is, and will at all times remain, contractual. The Developer is neither a contractor nor a supplier to the City, but rather has the roles set forth in Article III.

Section 11.39. Governmental Rights and Powers. Nothing in this Agreement will be construed or interpreted as limiting, relinquishing, or waiving any rights of ownership enjoyed by the City in the Property or waiving or limiting the City's control over the management, operations or maintenance of the Property, except as specifically provided in this Agreement, or impairing, exercising or defining governmental rights and the police powers of the City.

Section 11.40. Reports and Information. To the extent applicable to Developer at such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data, and information, as the City may request, pertaining to matters covered by this Agreement. Unless otherwise authorized by the City, the Contractor will not release any information concerning the work product, including any reports or other documents prepared pursuant to this Agreement, until the final product is submitted to the City.

Section 11.41. Establishment and Maintenance of Records. Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

Section 11.42. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor 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. The Contractor 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.

Section 11.43. Public Records. The parties acknowledge that City is a government entity and subject to the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq., NMSA 1978). Notwithstanding anything contained herein to the contrary, City shall not be responsible to Developer for any disclosure of Confidential Information pursuant to the Act or pursuant to the City of Albuquerque's public records act laws, rules, regulations, instructions, or other legal requirement.

Section 11.44. Electronic Signatures. The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed in their respective names and all as of the date first written above.

CITY:
CITY OF ALBUQUERQUE
A New Mexico Municipal Corporation

Approved by the City Council
EC# _____

Date: _____

Samantha Sengel, EdD, Chief Administrative Officer

Date: _____

Recommended by:

Terry Brunner, Director
Metropolitan Redevelopment Agency

Date: _____

Developer:
La Plaza de La Plaza de Encuentro Gathering Place,
a 501(c)3 Non-Profit

Executive Director

Date: _____

Board President

Date: _____

EXHIBITS:

Exhibit A: Property Legal Description (Title or Deed) and Recorded Plat

Exhibit B: Proposed Site Plans and Design

Exhibit C: Ground Lease

Exhibit D: Operational Guidelines (Program Scope of Work and Services)

GROUND LEASE AGREEMENT

This ground lease agreement ("Lease") made and entered into by and between the City of Albuquerque ("City"), a New Mexico municipal corporation, and La Plaza de Encuentro Gathering Place, a duly organized and validly existing as such under the laws of the State of New Mexico 501(c)3 (hereinafter "Tenant"). City and Tenant are sometimes hereinafter referred to collectively as "the Parties" and individually as "a Party."

WITNESSETH:

WHEREAS, the New Mexico Metropolitan Redevelopment Code, Section 3-60A-1 et seq. NMSA 1978 (the "MR Code"), confers certain powers upon the municipality to promote catalytic developments within areas that have been deemed slum or blighted by the governing body of the municipality and authorizes the municipality to create a Metropolitan Redevelopment Agency; and

WHEREAS, the City of Albuquerque adopted Ordinance § 14-8-4 establishing the MRA for the City and known as the Metropolitan Redevelopment Agency Ordinance; and

WHEREAS, the MR Code requires that areas deemed slum or blighted must have a Metropolitan Redevelopment plan adopted by the municipality that provides proposed activities that will aid in the elimination or prevention of slum or blight; and

WHEREAS, the City Council has made such a determination and designated the Barelás Neighborhood Commercial Area Revitalization and Metropolitan Area Plan ("Barelás MR Plan") in September 1991, by R-430 Enactment Number 148-1991; and

WHEREAS, the MRA serves as a bridge between the private and public sectors and further recognizes that community relationships can advance development by growing communication, trust, and support for entrepreneurial projects; and

WHEREAS, the MRA has created a pilot program, Capital Outlay Development Support (hereinafter referred to as the "Program") to support and provide access for entities with economic development or entrepreneur-focused visions to State Capital Outlay in designated MR Areas; and

WHEREAS, the redevelopment of the Property herein after the Project is in accordance with this Plan goal will aid in the elimination and prevention of slum and blight; and

WHEREAS, under the New Mexico Metropolitan Redevelopment Code, the individual benefit accruing to the Recipient is incidental to the objectives of that code and is far outweighed by the benefit to the public as a whole, and is at this moment declared not to result in a donation or aid to any person; and

WHEREAS, the City owns the property located at 907 4th ST SW (the “Property”) legal description of the property is Lot lettered "A", Atlantic & Pacific Addition, as the same are shown and designated on the plat entitled "Plat of Lot A, Atlantic & Pacific Addition. Projected Section 20. T. 10 N., R. 3 E., N.M.P.M., Town of Albuquerque Grant, City of Albuquerque, Bernalillo County. New Mexico," filed in the office of the County Clerk of Bernalillo County, New Mexico, on March 25, 2008, in Plat Book 2008C, Page 56 (Exhibit A). The Property is approximately 0.1599 acres in size, and the value has been estimated at Fifty Thousand Dollars and 00/100 (\$50,000.00), which is identified as an opportunity for collaboration to implement the Barelas MR Plan; and

WHEREAS, the City and Tenant will enter into an agreement on May 1st, 2026, wherein Tenant agreed to design, develop, construct, equip, and implement a Home Health Aid Training Center (“the Center”) on 0.1599 acres of the .6497 acres that comprise the Property; and

WHEREAS, Tenant entered into a market rent lease with the City on July 1, 2026, which was approved by City Council; and

WHEREAS, Tenant wishes to work with the Metropolitan Redevelopment Agency (“MRA”) and other City Departments to perform in-kind services in lieu of rents; and

WHEREAS, the City and Tenant wish to enter into this Lease.

Article 1

Basic Lease Provisions

Section 1.1 For mutual consideration, and on the terms and subject to the conditions set forth herein, City hereby leases the Property to Tenant, and Tenant hereby leases the Property from the City. City and Tenant agree as follows:

- A. **Effective Date:** This Lease will not be binding upon the parties until it is signed by Tenant and approved by the Albuquerque City Council and signed by the Chief Administrative Officer or their designee (“Effective Date”).
- B. **Delivery Date:** Upon the Effective Date.
- C. **Lease Commencement Date:** May 1st, 2026
- D. **Rent Commencement Date:** Same as Lease Commencement Date.
- E. **Expiration Date:** June 30th, 2036
- F. **Rent:** Notwithstanding the provisions requiring Additional Rents as described and set forth in the Sections below, the Rent for the Property shall be Seventy Five Thousand and 00/100 dollars (\$75,000.00) Annual Rent paid in semi-annual installments of Thirty Seven Thousand Five Hundred and 00/100 dollars (\$37,500.00) (“Rent”), which rent will increase annually for the remaining term of the Lease, on the anniversary of the Rent Commencement Date, by three percent (3%) and in lieu of Rent, Tenant shall provide, at no cost to the City, for the leasehold interest to use and occupy the Property, the following services (“In-Lieu-of-Rent Services”), including but not limited to:

- i. The Tenant is responsible for designing and constructing all on-site improvements for the Project according to Exhibit B. They must secure financing for all associated costs, including development, acquisition, pre-development, soft costs, off-site expenses, and infrastructure. The Tenant is also required to obtain necessary permits and approvals and complete construction within twenty-four (24) months from the lease's start date, with possible extensions. The Property will be owned by the City of Albuquerque and leased to the Tenant. Completion will be confirmed by submitting a final Certificate of Occupancy to the City.
- i. Maintaining and operating the Center, including, but not limited to, management, maintenance, security, and other industry-standard activities in a first-class manner consistent with reputable business standards and practices typical of similar projects within the Albuquerque metropolitan area;
- ii. Exhibit D establishes operational guidelines (hereinafter the "Operational Guidelines") for the Center. Amendments to the Operational Guidelines may be approved by the MRA Director.
- iii. If Tenant performs In-Lieu-of-Rent Services over and above the six-month rental amount due, those additional In-Lieu-of-Rent Services shall be carried over and applied to future rental periods as a credit. If the Tenant is in default of the use of the Property, Rent shall commence from the earlier of the date in the change of use, the date any In-Lieu-of-Rent Services cease, or the date the new use is approved by the City.
- iv. Tenant acknowledges that, in providing services, they will act as an independent contractor and will be responsible for all required insurance, liability waivers, and employer responsibilities.
- v. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Tenant's records with respect to all matters covered by this Agreement. The Tenant 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 Lease. The Tenant understands and will abide by 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.
- vi. In the event that Tenant fails to pay all Rents or perform and report In-Kind Services in accordance with Exhibit D, Tenant shall pay City, as Additional Rents, a late payment charge equal to One Hundred Fifty Dollars (\$150.00) if not paid by within fifteen (15) days of the Rent due date.

- vii. Rent and all other consideration to be paid or provided by Tenant to City shall constitute Rent and shall be paid or provided without offset.
 - a. Rent, if not paid by In-Lieu-of-Rent Services, shall be paid by check.

If to the City:
Director, Metropolitan Redevelopment Agency
PO Box 1293 Albuquerque, NM 87103
 - b. Tenant shall reference their Project on all check payments.
- viii. The leasehold interest granted by this Lease shall be subject and subordinate to the right of the City and other owners of public utilities to operate, maintain, repair, modify, realign, replace and reconstruct all public utilities in, under, across and upon the Property and to all easements, licenses and restrictions now or hereafter granted by the City to third parties in the Property.
- ix. Notwithstanding any other requirement, either party may terminate this lease, for any reason, upon three (3) months' written notice to the other party of the intent to terminate. Upon termination of this Lease, as provided below, the City and Tenant shall have no further rights, obligations or liabilities as between the City and Tenant as provided in this Lease and all future payment obligations and liabilities in this Lease will cease upon the date of termination, except as otherwise provided in this Lease, including, without limitation, as to liabilities expressly stated to survive termination of the Lease.
- x. Tenant is not required to provide a Security Deposit to the City.
- xi. City Warranty.
 - a. Landlord shall have no obligation to make any improvements or alterations to the Property. Tenant hereby accepts the Property, and all other portions of the Property in an "As Is" condition, with all faults, excluding any Existing Contamination, conditions existing and occurrences occurring prior to the Delivery Date.
 - b. Tenant hereby acknowledges that it has relied on its own inspections and due diligence in entering this Lease and not on any representations or warranties of Landlord or any broker or other representative of Landlord concerning the zoning, condition, or suitability of the Center or the Property for any particular purpose or any other matter.
 - c. Landlord makes no warranties other than those expressly made in this Lease, and makes no implied warranty that the Property is suitable for any particular purpose. Tenant hereby waives the benefit of all warranties, express or implied, with respect to the Property, including, without limitation, any implied warranty that the Property is suitable for any particular purpose.

Article II

Lease exempt from the Bateman Act; Appropriations

Section 2.1. By virtue of the provisions of NMSA 1978, §6-6-12 (1999), this Lease is exempt from the Bateman Act, including, without limitation, as set out in NMSA 1978, §6-6-12 (1968), and it does not constitute the creation of debt. Nonetheless, as a result of Tenant's requirements and demands, if in any fiscal year of the City of Albuquerque during the term of this Lease, sufficient appropriations and authorizations are not made by the City Council to fund this Lease, or, in the event that City Council determines the property not essential for municipal purposes, this Lease may be terminated by the City at the end of the City's then current fiscal year, upon six (6) months' written notice given by the City to the Tenant. Such event shall not constitute an event of Default under this Lease. Upon termination of this Lease as provided in this Section III, the City and the Tenant shall have no further rights, obligations or liabilities as between the City and Tenant as provided in this Lease and all payments obligations and liabilities of the Tenant and of its interest in this Lease will cease upon the date of termination, except as otherwise provided in this Lease, including, without limitation, as to liabilities expressly stated to survive termination of the Lease.

Section 2.2. Quiet Enjoyment. Upon the performance of all terms, conditions, and covenants of this Lease, which the Tenant is required to perform, the Tenant shall, at all times during the Term, peaceably and quietly enjoy the Property without any disturbance from the City. Any entry by the City pursuant to the rights, terms, and conditions of this Lease shall not be deemed a constructive or actual eviction of Tenant and shall not be considered to be a breach of the City's covenant of quiet enjoyment.

Section 2.3. Use of the Property.

A. Tenant shall:

- i. Continuously (except for short term closures due to fire, casualty, condemnation, permitted or approved Tenant remodeling not exceeding thirty (30) days, or other causes beyond Tenant's control ("Permitted Closures")) use the leased Property for the purpose of design, develop, construct, equip, and implement a Center subject to the terms, conditions and limitations set forth in this Lease and for no other purpose whatsoever without City's prior written consent.
- ii. The City agrees that the tenant may erect a Center in an area designated by the City in order to provide home health aid training to the public. Appropriate concrete footings and pad may be poured by the Tenant, or its agent, in order to allow and facilitate proper erection of the Center; however, such structure shall not be considered a part of the real estate owned by the City, and upon completion of the Term, shall be kept by the Tenant; it being the intent of this provision to make clear that the Center erected by Tenant shall at all times remain the property of the Tenant. Tenant will be responsible for operating and maintaining the Property in a safe, sanitary, and operable condition.
- iii. Properly handle and dispose of all Hazardous Substances pursuant to all Environmental Laws. Tenant shall take all appropriate measures necessary to prevent the release on or from the Property of any Hazardous Substances. Neither

party shall create or bring on the Property any Hazardous Substances or permit any third party to do so in violation of Environmental Laws. Should Tenant become aware of the existence of any Hazardous Substance on the Property, Tenant shall immediately notify City of such Hazardous Substance.

- iv. Tenant, at its expense, may install Tenant's standard signs and logos so long as they are in compliance with applicable signage codes and are approved by the City in writing in advance of fabrication and installation. Tenant shall pay all fees and costs associated with obtaining the approval of its sign package by the City of Albuquerque, including any necessary application for a variance or an appeal thereof. All signs shall be kept in good condition and in proper operating order at all times. City reserves the right to designate a uniform type of sign for the Property to be installed and paid for by Tenant.
- v. If, once operations begins, Tenant ceases to operate its business in the Property for a period in excess of one hundred eighty (180) consecutive days and Tenant's cessation of operations is not due to remodeling, renovating, or reconstructing the improvements as a result of a casualty or condemnation or governmental regulatory requirements, City shall have the right to terminate this Lease and recapture the Property by delivering a thirty (30) days written notice to Tenant of City's intent to terminate. Upon City's termination of the Lease, Tenant shall pay all Rent and Additional Rent accrued as of the date of such termination, Tenant shall Surrender the Property, and all obligations of Tenant and City under this Lease shall terminate, except for those which arise prior to the termination date, or which survive the expiration or earlier termination of this Lease.
- vi. Tenant acknowledges and represents that it has examined the Property and has determined by its own independent evaluation that the Property is suitable and usable for the purposes, uses, and activities intended by Tenant and contemplated by this Lease. Tenant acknowledges that the City has made no representation, warranty, or guarantee, expressed or implied, that the Property is now, or during the Term of this Lease, suitable or usable for purposes or uses which Tenant intends to make of the Property or which are contemplated by this Lease.

B. Tenant shall not:

- i. Use, occupy, or permit the Property to be used or occupied for any unlawful purposes or for purposes not specified in this Lease.
- ii. Use, occupy, or permit the Property or any part of the Property to be used or occupied, or do or permit anything to be done in or on the Property in any manner, which will:
- iii. Cause or be likely to cause structural damage to the Property or any part thereof, or adversely affect the mechanical, electrical, plumbing, or other base of the Center systems;
- iv. Constitute waste or a public or private nuisance; or

- v. Cause the cancellation of any insurance policies related to the Property. Tenant shall reimburse City for any increases in insurance premiums payable by City as a result of Tenant's use of the Property or the nature of Tenant's business. All property kept, stored or maintained by Tenant within the Property shall be there at Tenant's sole risk, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipes, or other pipes, by theft or from any other cause, no part of said loss or damage is to be charged to or borne by City, unless due to the negligence or willful misconduct of City, its employees, agents or contractors.
- vi. Allow smoking on the Property at any time by any person in non-designated areas.
- vii. Allow political activities or campaigning by candidates for any elected office on the Property, except as allowed.

Article III

Compliance with Law, Permits, and Licenses

Section 3.1. Tenant shall at all times during the term of this Lease at its own expense, comply with all federal, state, county, municipal and other governmental statutes, ordinances, laws, rules and regulations, now or hereafter enacted or amended, affecting the Property, or occasioned by or affecting the use thereof by Tenant, including but not limited, the Americans with Disabilities Act. Tenant shall have the right to contest by appropriate legal proceedings, without cost or expense to City, the validity of any law, ordinance, order, rule, regulation, or requirement affecting Tenant's use and/or occupancy of the Property. If compliance by Tenant may be legally held in abeyance during the contest without subjecting City or Tenant to any liability whatsoever for failure to so comply, Tenant may postpone compliance until the conclusion of the proceedings.

Section 3.2. Tenant shall procure, at its sole expense, any permits and licenses required for the transaction of business in the Property and otherwise comply with all applicable laws, ordinances, and governmental regulations. Tenant shall immediately notify City in the event any permit, license, or approval necessary for the operation of Tenant's business from the Property is revoked or suspended. If such revocation or suspension is not corrected within twenty (20) days after notice to City (or such longer period as is reasonable, so long as Tenant initiates such correction within the twenty (20) day period and thereafter diligently and continuously works towards correcting the revocation or suspension), then it shall be an automatic event of Default under this Lease.

Article IV

Ownership of Improvements

Section 4.1. The permanently attached to the Center and all other improvements placed upon the Property by or on behalf of Tenant shall be and remain the property of the Tenant during the term of this Lease and as otherwise stated in Section V.5.1. The City will not compensate Tenant for any of the improvements.

Article V

Tenant's Fixtures and Equipment

Section 5.1. City acknowledges and agrees that all furniture, fixtures, equipment, machinery, signs and any personal property bearing any of Tenant's names or marks, whether registered or unregistered, and all other items of personal property which Tenant utilizes to conduct its business on the Property, or which may be installed in or upon or incorporated into the Property at Tenant's cost (collectively, "Fixtures") shall not be deemed to become a part of the Property, however attached to, or incorporated into the Property, and whether or not they become a component part of the Property, provided such Fixtures are not paid for by City. The Fixtures are and shall remain the property of Tenant and shall be treated as fixtures for the purposes of this Lease. Tenant may remove its fixtures from the Property at any time prior to the termination of the Lease, so long as the Tenant repairs any damage to the Property resulting from such removal. Tenant at its own cost and expense, may install, place, reinstall or replace upon the Property, or remove from the Property, any such Fixtures so long as Tenant repairs any damage to the Property, resulting from such installation, reinstallation, replacement or removal. Any replacement fixtures shall not become property of the City but shall remain Tenant's personal property, the same as the original Fixtures.

Section 5.2. City acknowledges and agrees that Tenant's Fixtures may be leased from an equipment lessor ("Equipment Lessor") and that Tenant may execute and enter into an equipment lease with respect to the Fixtures ("Equipment Lease"). If and to the extent required by any Equipment Lease, City shall execute and deliver to the Equipment Lessor a commercially reasonable consent or acknowledgment, in recordable form and in scope and substance reasonably satisfactory to the Equipment Lessor and City, in which City acknowledges and agrees that the Fixtures which are the subject of the Equipment Lease constitute the personal property of Tenant, and shall not be considered to be part of the Property, regardless of whether or by what means they become attached thereto, agrees that it will not claim any interest in the Fixtures, agrees that the Equipment Lessor may enter the Property for the purpose of exercising any right it may have under the provisions of the Equipment Lease, including the right to remove the Fixtures, provided that the Equipment Lessor:

- A. will not take more than thirty (30) days to remove the Fixtures, and if Equipment Lessor does not remove the Equipment Fixtures within the thirty (30) day period, the Fixtures will be deemed abandoned by the Equipment Lessor, and City may then dispose of the Fixtures without liability to Equipment Lessor or Tenant;
- B. Agrees to repair any damage resulting from the removal of the Fixtures or to pay City for the reasonable cost of removal of the Fixtures plus the reasonable cost of repairing any damage to the Property caused by the removal of the Fixtures, plus fifteen percent (15%) of the total thereof;
- C. will indemnify and hold City harmless from any claims and damages arising out of Equipment Lessor's entering the Property to inspect or remove the Fixtures;
- D. will concurrently provide to City a copy of any notice of default to Tenant, and City shall, after written notice of Tenant's failure to cure such default, have the right, but not the

obligation, for a period of sixty (60) days, in the case of a monetary default, or thirty (30) days in all other cases, or except in the case of a monetary default, such reasonable period of time to cure such default provided City promptly commences the action necessary to cure the claimed default within the thirty (30) day period and prosecutes the same to completion with diligence and continuity; and

- E. Notwithstanding anything in this Section V to the contrary, Equipment Lessor will not repossess or remove any item of Property constituting the structure, the front windows or doors, or any fixtures or otherwise incorporated into the improvements at the Property, including, but not limited to, lighting, electrical, wiring, HVAC units, supply fans, exhaust fans, air ducts, electric and utility lines, pipes, pumps, water heaters, tanks, conduits, switchboards, elevators, fire prevention equipment, attached carpeting and floor coverings, toilets, sinks, countertops, doors and windows, compressors, sign poles and lighting poles.
- F. Tenant agrees that it will not cause or allow to occur any default under an Equipment Lease, and any amounts expended by City to cure such defaults shall be subject to reimbursement by Tenant.

Article VI

Repairs And Maintenance, Tenant's Negligence, and Substantial Damage

Section 6.1. Tenant at its own cost and expense shall maintain all portions of the Property and the Center in good condition and repair, ordinary wear and tear excepted; including the interior and exterior, structural and nonstructural, ordinary and extraordinary, and foreseen and unforeseen including the same required to comply with the Center codes and other applicable municipal laws, rules, and/or regulations, if any, and keep the appearance thereof in a first-class condition. Such maintenance shall include, but not be limited to, painting, landscaping (including, but not limited to if applicable, the mowing of any grass and the trimming and care of shrubs, trees and flowers,), lighting, signage, irrigation systems, paving, sidewalks, refuse area, service area, pest control, utilities, and drainage, subject to normal wear and tear, and keep the same reasonably free from snow, ice, and refuse, it being understood that City shall not be required to make any repairs to the Center nor any repairs or maintenance of the Property.

Section 6.2. Tenant shall make all repairs in substantially equal quality, material, and workmanship to the original work.

Section 6.3. Tenant shall not permit offensive or unreasonably strong odors of any kind to emanate from the Property. If such odors are emanating from the Property, then upon notice from Lessor, Tenant shall, within ten (10) days, install devices or put in place procedures to eliminate or contain such odors within the Property.

Section 6.4. If Tenant fails to repair or maintain the Property or any part thereof in a manner reasonably satisfactory to City, City shall have the self-help right, upon written notice, or immediately in an Emergency, to make such repairs or perform such maintenance on behalf of Tenant. Tenant shall pay the costs incurred by City as Additional Rent within thirty (30) days after receipt of an invoice, together with interest at the Default Rate. City shall not be liable to Tenant for any loss or damage that may accrue to Tenant's Property or business by reason of

such work or its results. Notwithstanding the foregoing, City shall not have any self-help rights if Tenant has commenced the maintenance within the 30 days (or, in the case of an Emergency, immediately) and is diligently prosecuting the maintenance to completion.

Section 6.5. Notwithstanding anything herein to the contrary, in no event shall Tenant be obligated by the provisions of this Section VI to repair, replace, or restore the Land and the Center in a situation covered under the other Section in this Lease entitled "damage to or destruction of improvements", except as otherwise provided in such Section.

Article VII

Mechanics' and Materialmen's Liens

Section 7.1. Tenant shall pay before delinquency all costs for alterations, maintenance, repair, replacement or other work done by or caused to be done by Tenant at the Property and shall keep the Land and City's interest in the Property and the Land free of mechanics' and materialmen's liens and other liens of like nature other than liens created or claimed by reason of any work done by or at the request of City or its agents. Tenant shall protect, defend, and indemnify City against all such liens or claims which may ripen into such liens on the Land, or City's interest in the Property, and against all attorneys' fees and other costs and expenses caused by or incurred by reason of or on account of any such claim or lien.

Section 7.2. Tenant shall immediately notify City of any such lien, claim of lien, or other action of which it has knowledge that affects the title to the Property, or any part thereof. Tenant shall cause the same to be removed within five days. Notwithstanding the foregoing, if Tenant contests the correctness or validity of any such lien and if the laws of the State of New Mexico provide for the release of real Property from such a lien by obtaining and/or recording a surety bond, then within twenty (20) days after written demand by City, Tenant shall obtain a surety bond and shall otherwise comply with the requirements of such laws, so as to affect the release of the Property from such lien. If Tenant fails to timely cure such liens, or to provide a surety bond as provided herein, City, in addition to all other available remedies hereunder, may take such action as City deems necessary to remove the same, and the entire cost thereof shall be immediately due and payable by Tenant to City as Additional Rent.

Article VIII

Damage to or Destruction of Improvements

Section 8.1. If the Center and/or the Property or any other improvements shall be partially or wholly damaged or destroyed by fire, windstorm, water, earthquake, flood or by any other means, Tenant may, at Tenant's option, to be evidenced by notice in writing given to City within sixty (60) days after the occurrence of such damage or destruction.

Section 8.2. The Tenant shall commence to rebuild or repair any such damage at Tenant's sole cost and expense and restore the Center to substantially the same condition that existed immediately prior to the damage or return the Property to its original state of land. All insurance proceeds payable under any Property insurance policies held by Tenant covering the Property shall be paid into escrow to be held for payment towards the cost of the Center or repair and, should Tenant fail to perform its obligation to rebuild or repair, such proceeds, plus any amount

necessary to rebuild or repair that is not covered by insurance, shall be paid to City. Except as provided below, no damage or destruction by fire or other casualty shall cause a termination of this Lease or any abatement of Rent or Additional Rent. If Tenant elects not to restore the Property to substantially the same condition that existed immediately prior to the damage, Tenant shall, at City's election, either raze any remaining portion of the improvements and remove all debris or demolish only the damaged portions of the improvement and remove the debris, then grade and restore the land to its original condition if City elected to have all improvements raised and removed, and assign to City all of the insurance proceeds for any casualty covered by Tenant's Special Form Insurance Coverage in connection with such event, plus deliver to City or directly to Tenant's insurer, the full cost of the deductible provided, however, that City shall have no right to receive any insurance proceeds attributed to Tenant's furniture, fixtures, and personal property.

Article IX

Utilities

Section 9.1. All utilities for the Property and the Center, including, but not limited to, water, gas, electric, telephone, and cable, shall be arranged directly by Tenant with the utility supplier, including the posting of any required deposits, and shall be paid directly by Tenant to the utility supplier when due. From the date of Delivery through the Rent Commencement Date, Tenant shall pay for all temporary utilities needed for the construction of the Tenant's Improvements and/or the operation of its business. Tenant shall not install any equipment or fixtures, or use the same, in any manner that exceeds the safe and lawful capacity of any utility equipment or lines serving the Property. City shall not be liable in damages or otherwise for any failure, variation, shortage, or interruption of any utilities or services, and Tenant shall not be entitled to terminate this Lease or abate any portion of the Rent as a result of such failure, variation, shortage, or interruption. Tenant shall also arrange directly for all refuse removal services from the Property to the central dumpsters provided by the City and shall cause all refuse to be removed with sufficient frequency to prevent odors or accumulation. The location of refuse containers outside the Property shall be subject to the City's approval. If Tenant's water, sewer, or refuse account is delinquent and could become a lien on the property, the City or its Property Manager will pay such accounts and invoice the Tenant. Failure to reimburse the City within 30 days of presentation of any invoice for utilities shall be deemed a material default. Such unpaid obligations to the City are deemed "Additional Rent." Notwithstanding anything herein to the contrary, if a separate meter is not installed in the Property, and City receives the bill for any utility, then the related utility charges shall be billed by City to Tenant on an equitable basis based upon the area of the Property in relationship to the leasable area of the Property. or the Centers utilizing the same meter.

Article X

Default and Remedies

Section 10.1. Default. The occurrence of any one or more of the following events shall constitute a default by Tenant:

- A. Failure to make payment when due.

- B. The abandonment of the Property by Tenant for a period of thirty (30) consecutive calendar days.
- C. The failure by Tenant to observe or perform any of the express covenants or provisions of this Lease, where such failure shall continue for a period of ten (10) consecutive calendar days after written notice thereof from the City to Tenant, provided that if the nature of Tenant's default is such that more than ten (10) consecutive calendar days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences to cure within the ten (10) day period, and thereafter diligently and continuously prosecutes such cure to completion.
- D. Tenant (a) files, or consents by answer or otherwise to the filing against it, of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction; (b) makes an assignment for the benefit of its creditors; (c) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property; or (d) takes action for the purpose of any of the foregoing.
- E. A court or governmental authority of competent jurisdiction, without consent by Tenant, enters an order appointing a custodian, receiver, trustee or other officer with similar powers with respect to it or with respect to any substantial power of its property, or constituting an order for relief or approving a petition for relief or reorganization or any other petition in bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding up or liquidation of Tenant, or if any such petition is filed against Tenant and such petition is not dismissed within 180 days.
- F. This Lease or any estate of Tenant hereunder is levied upon under any attachment or execution, and such attachment or execution is not vacated within 180 days.
- G. Tenant assigns this Lease or subleases all or any portion of the Property without City's prior written consent.

Section 10.2. City's Remedies. In the event of Default by Tenant, as defined above, the City, in addition to any other remedies set forth in this Lease, may, without further notice or demand, exercise any one or more of the following remedies concurrently or in succession:

- A. Terminate this Lease, in which event this Lease and the leasehold estate hereby created shall automatically terminate upon the effective date of such notice with the same force and effect and to the same extent as if the effective date of such notice was the day originally fixed in this Lease for the expiration of the Lease Term. City shall thereupon be entitled to take possession of the Property and, at the election of the City, take title to all structures, and Tenant shall immediately surrender the Property to City and agrees to pay to City, on demand, the following damages:
 - i. The unpaid rent and other amounts due at the time of termination plus interest thereon at the maximum lawful rate per annum from the due date until paid.
 - ii. The net present value of the balance of the rent for the remainder of the term, (had such term not been terminated by City before the date of expiration), less the net

present value of the fair market value rental of the Property for said period taking into consideration a reasonable lease up period and reasonable expenses that would be incurred by City in re-letting the Property (spread evenly throughout the term of the new lease), however this sum shall not be less than zero as in no event shall City be obligated to pay Tenant if the difference is a negative number. Both future payments computed in accordance with this provision shall be discounted to present value in accordance with accepted financial practices using a discount rate of 4% per annum.

- iii. Any other amount arising out of Tenant's failure to perform its obligations under the Lease, or which in the ordinary course of events would be likely to result therefrom, including the cost of recovering the Property restoring the Property to the original vacant state of the Land, which costs shall not include the costs of demolition or remodeling the Property for a new tenant, and brokerage commissions.
- B. Continue this Lease in effect, and as long as the City does not terminate Tenant's right to possession, the City may enforce all its rights and remedies under the Lease, including the right to recover the rent. Actions to collect amounts due by Tenant to City as provided in this Section may be brought from time to time, on one or more occasions, without the necessity of waiting until expiration of the Lease term.
 - C. Terminate Tenant's right of possession (but not this Lease) and repossess the Property pursuant to the laws of the State in which the Property is located, without demand or notice of any kind to Tenant, in which event City may, but shall be under no obligation to do so (except to the extent required by the laws of the State in which the Property is located), relet the Property for the account of Tenant for such rent and upon such terms as shall be satisfactory to City. Tenant shall be responsible for rent for the period that the Property is vacant and all direct and reasonable costs of recovering possession, re-letting the Property, and collecting amounts owed, as provided in Article XIV, Section (B)(7) below. Tenant shall be liable for any deficiency of such rental below the total rental and all other payments herein provided for the unexpired balance of the term of this Lease. City may, at its discretion, elect to accelerate all future payments due in this paragraph, and such future payments shall be discounted to present value in accordance with accepted financial practices using a discount rate of 4% per annum. If said breach of the Lease continues, City may, at any time thereafter, elect to terminate the Lease as provided above.
 - D. From time to time, recover accrued and unpaid Rent and damages arising from Tenant's breach of the Lease, regardless of whether the Lease has been terminated, together with applicable late charges and interest at the rate of 18% per annum or the highest lawful rate, whichever is less.
 - E. Subject to any subordination of lien expressly granted by City in writing, enforce the statutory City's lien on Tenant's property.
 - F. With or without having terminated the Lease, enter upon and take possession of the Property and expel or remove Tenant and any other person who may be occupying or

using said Property or any part thereof, by force if necessary, without incurring liability to Tenant or to any person occupying or using the Property for any damage caused or sustained by reason of such entry or such removal.

- G. In case of any event of default or breach by Tenant, Tenant shall also be liable for and shall pay to City, at the address specified for notice to City herein, in addition to any sum provided to be paid above, brokers' fees incurred by City in connection with re-letting the whole or any part of the Property; the costs of removing and storing Tenant's or other occupant's property; the costs of repairing, altering, remodeling or otherwise putting the Property into condition acceptable to a new tenant or tenant's and all reasonable expenses incurred by City in enforcing or defending City's rights and/or remedies, recovering possession, re-letting the Property, or collecting amounts owed, including reasonable attorneys' fees (including, but not limited to, the reasonable fees and disbursements of City's legal counsel and the reasonable charges of City's internal legal counsel, litigation expenses, expert witness fees, and service of process fees).
- H. Enter upon and/or take possession of the Property and perform any obligation on Tenant's behalf, including but not limited restoring the Property to its original vacant state, and recover from Tenant, upon demand, the entire amount paid or incurred by City for such purpose, plus 15% for special handling, supervision and overhead, which Tenant hereby acknowledges constitutes reasonable liquidated damages and not a penalty.
- I. Alter all locks and other security devices at the Property without terminating this Lease. City shall not be obligated to provide a key or other means of ingress to the Tenant or Tenant's agents, or to pay for any damage to any security system, or to provide re-entry for any reason or under any circumstances whatsoever.
- J. In the event that City shall have taken possession of the Property pursuant to the authority herein granted, then City shall have the right to keep in place and use all of the structures, furniture, fixtures and equipment at the Property, including that which is owned by or Leased to Tenant at all times prior to any foreclosure thereon by City or repossession thereof by a lessor thereof or third party having a lien thereon. City shall also have the right to remove from the Property (without the necessity of obtaining a distress warrant, writ of sequestration or other legal process) all or any portion of such structures, furniture, fixtures, equipment and other property located thereon and place same in storage at any Property within the County of Bernalillo; and in such event, Tenant shall be liable to City for costs incurred by City in connection with such removal and storage and shall indemnify and hold City harmless from all loss, damage, cost, expense and liability in connection with such removal and storage. City shall also have the right to relinquish possession of all or any portion of such structures, furniture, fixtures, equipment and other property to any person ("Claimant") claiming to be entitled to possession thereof who presents to City a copy of any instrument represented to City by Claimant to have been executed by Tenant (or any predecessor of Tenant) granting Claimant the right under various circumstances to take possession of such structures, furniture, fixtures, equipment or other property, without the necessity on the part of City to inquire into the authenticity of said instrument's copy of Tenant's or Tenant's predecessor's signature thereon and without the necessity of City's making any nature of investigation or inquiry as to the validity of the factual or legal basis upon which

Claimant purports to act; and Tenant agrees to indemnify and hold City harmless from all cost, expense, loss damage and liability incident to City's relinquishment of possession of all or any portion of such titled structures, furniture, fixtures, equipment or other property to Claimant. The rights of City herein stated shall be in addition to any and all other rights which City has or may hereafter have at law or in equity; and Tenant stipulates and agrees that the rights herein granted to City are commercially reasonable.

- K. Seek injunctive relief, including, if applicable, a mandatory injunction.
- L. Pursue any other remedies provided in specific provisions of this Lease, available at law, or provided in equity.
- M. If Tenant fails more than twice within and twelve-month period to observe or perform any covenant, condition, or agreement of the Lease (including, without limitation, the payment of Rent), regardless of whether such failures have been cured by Tenant, the third failure will at the election of City, in its sole and absolute discretion, be deemed an automatic event of Default, without notice to Tenant or an opportunity to cure.
- N. Once a failure to make a payment of Rent or a failure to perform or observe any other term or condition contained in this Lease has occurred, City, in its sole discretion, may at any time require that all future payments from Tenant pursuant to this Lease be in certified funds or made by automatic electronic bank transfers.
- O. All of the remedies provided in this Article X shall survive the termination of this Lease.

Article XI

Hazardous Substances

Section 11.1. At its own expense, Tenant will procure, maintain in effect, and comply with all conditions of any and all permits, licenses, and other governmental and regulatory approvals required for Tenant's use of the Property. Tenant will not cause or permit any Hazardous Substance to be brought upon, kept or used in or about the Property by Tenant, its agents, employees, contractors or invitees without the prior written consent of City. Tenant will cause any and all Hazardous Substances brought upon the Property by Tenant to be removed from the Property and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes. Tenant will, in all respects, handle, treat, deal with, and manage any and all Hazardous Substances in, on, under, or about the Property in total conformity with all applicable Environmental Laws and prudent industry practices regarding management of such Hazardous Substances. Upon expiration or earlier termination of the term of the Lease, Tenant will cause all Hazardous Substances placed on, under, or about the Property by Tenant or at Tenant's direction to be removed and transported for use, storage, or disposal in accordance with and in compliance with all applicable Environmental Laws. Tenant will not take any remedial action in response to the presence of any Hazardous Substances in or about the Center or the Property, nor enter into any settlement agreement, consent decree or other compromise in respect to any claims relating to any Hazardous Substances in any way connected with the Property without first notifying City of Tenant's intention to do so and affording City ample opportunity to appear, intervene or otherwise appropriately assert and protect City's interests with respect thereto.

Section 11.2. At any time and from time to time, City may retain an environmental consultant or engineer to conduct an environmental audit or environmental assessment of the Property and Tenant's compliance with applicable laws, rules, and regulations. Tenant shall extend its full cooperation with such audit or investigation. If Tenant is found not to be substantially in compliance with applicable law, then Tenant shall pay all reasonable costs associated with such audit or assessment to City upon demand; otherwise, all costs shall be borne by City. In addition, Tenant, at City's request from time to time, shall complete such questionnaires and provide such information with respect to Tenant's activities and operations on the Property as City shall reasonably require.

Section 11.3. If the Center or the Property becomes contaminated in any manner for which Tenant is legally liable or otherwise becomes affected by any release or discharge of a Hazardous Substance, Tenant shall immediately notify City of the release or discharge of the Hazardous Substance. Tenant shall defend, indemnify and hold City harmless from and against any and all costs, claims, demands and damages, including attorneys' fees (including without limitation the reasonable fees and disbursements of City's legal counsel and the reasonable charges of City's internal legal counsel, litigation expenses, expert witness fees, and service of process fees) and court costs and investigatory and laboratory fees, related to any breach of this Article XI by Tenant, its agents, contractors, or employees, including, without limitation, any adverse health or environmental condition (including without limitation any violation of Environmental Laws) occurring during the Term. This indemnification obligation shall survive the expiration or earlier termination of this Lease.

Article XII

Right of Entry

Section 12.1. The City, agents, and other representatives shall have the right to enter into and upon the Property or any part thereof at reasonable times for the purpose of inspecting the Property during the lease. In the event of an emergency, as determined by the City, the City, agents, and other representatives may enter at any time, without notice and without the presence of Tenant, provided that such inspections do not unreasonably interfere with the operations of Tenant's business activities.

Article XIII

Fire or other Casualty Loss to Personal Property

Section 13.1. The City shall not be liable for any damage or loss of the Tenant's personal property on the Property from any cause, including, but not limited to, bursting or leaking of water pipes, leaking roof, fire, theft, and negligence of co-Tenants. Tenant shall be solely responsible for obtaining and paying for insurance covering Tenant's personal property in the Property, operations losses, and liability insurance. Tenant shall not be insured for such losses by the City and shall not be entitled to make loss claims under the insurance coverage of the City.

Article XIV

Indemnification

Section 14.1. Tenant agrees to defend, indemnify and hold harmless the City, its officers and employees against liability, claims, damages, losses or expenses arising out of bodily injury to person, including death or damage to property caused by or resulting from Tenant's and/or its employees and agents negligent act(s) or omission(s) while Tenant and/or its employees or agents perform(s) or fails to perform its obligations and duties under the terms and conditions of this Lease. Provided, however, Tenant is not required to indemnify the City for the negligence or intentional acts, errors, or emissions of the City or of its employees or agents.

Article XV

Assignment and Subletting

Section 15.1. Tenant shall not assign this Lease or sublet the whole or any part of the Property at any time for any reason without the City's prior written approval. Tenant acknowledges that the terms of this Lease are unique to Tenant and Tenant's situation, and that the City may not grant such terms to a potential assignee or sublessee. It is further understood that it shall be reasonable for the City, among other things, to withhold consent if the City is not satisfied with the financial responsibility, identity, reputation, or business character of the proposed assignee or subtenant. Notwithstanding any consent by City, Tenant and its Guarantor(s), if any, shall remain jointly and severally liable (along with each approved assignee and sublessee, which shall automatically become liable for all obligations of Tenant hereunder with respect to that portion of the Property so transferred), and City shall be permitted to enforce the provisions of this Lease directly against Tenant or any assignee or sublessee without proceeding in any way against any other party. In the event of an assignment or sublease, contemporaneously with the granting of the City's consent, Tenant shall cause the assignee or sublessee to expressly assume in writing and agree to perform all of the covenants, duties, and obligations of Tenant hereunder, and such assignee or sublessee shall be jointly and severally liable therefore along with Tenant. Unless approved by the City, no usage of the Property, different from the usage provided for in Sections I and II above, shall be permitted, and all other terms and provisions of the Lease shall continue to apply after such assignment or sublease. City shall have the right to assign or transfer, in whole or in part, City's rights and obligations hereunder and in the Center and the Property.

Articles XVI

Taxes and Assessments

Section 16.1. Tenant shall promptly pay all taxes and other exactions assessed or assessable and pay all license and permit fees applicable to the Tenant's operation, and acquire and keep current all licenses, municipal, state, or federal, required as a result of the Tenant's operation on the Property and shall not allow any of said taxes, excises, or fees to become delinquent.

Article XVII

Insurance

Section 17.1. Insurance Required. During the construction period, Developer shall keep the Project insured or cause the Project to be kept insured against loss or damage by maintaining policies of insurance and by paying, as the same become due and payable, all premiums with respect thereto, including but not necessarily limited to the following coverage:

- A. Comprehensive General Liability Insurance. Developer shall obtain comprehensive general liability insurance, including automobile insurance, with liability limits in amounts not less than Two Million Dollars and No Cents (\$2,000,000.00) aggregate limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policies of insurance must include coverage for all operations performed on or about the Project, including coverage for collapse, explosion, and underground liability coverage, coverage for the use of all owned, non- owned, hired automobiles, vehicles, and other equipment both on the Project site and contractual liability coverage, which shall specifically insure the indemnification provisions of this Agreement. The above requirement shall include but shall not be limited to protection against damage or destruction of public and private property, including telephone conduit, telegraph conduit, power conduit, telephone signal cables, fiber optics cables, television cables, computer cables, fire alarm circuits, gas mains, water service connections, sanitary sewer, sewer, house or building connections, water mains, water service connections, steam lines, petroleum products pipelines, storm drains, storm inlet lines including all appurtenances thereto while located below the surface of the ground including injury or death to person or persons caused by Developer's operations including blasting and trenching, backfilling, tamping, with or without the use of mechanical equipment, and the collapse of or structural damage to a building, house or structure including power, telephone, telegraph, fire alarm, street light poles, curb, gutter and sidewalk on public or private property and destruction of or damage to other public or private property resulting therefrom including injury or death to person or persons and all causes by Developer's operations in the removal of other building structures including their supports, trees and utility poles or by excavation including blasting and trenching, backfilling, tamping with or without use of mechanical equipment. Other public and private property, as used above, shall include, but not be limited to, lawns, plants, flowers, trees, fences, yards, and walls.
- B. Worker's Compensation Insurance. Developer shall comply with the provisions of the Worker's Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. Developer shall procure and maintain, or Developer shall require its general contractor to procure and maintain, complete Worker's and Employer's Liability Insurance in accordance with New Mexico law and regulations. Such insurance shall include coverage permitted under NMSA 1978, §52-1-10 for safety devices. With respect to workers' compensation insurance, if Developer or a general contractor elects to be self-insured, it shall comply with the applicable requirements of law. If any portion of the construction of the Project is to be subcontracted or sublet, Developer shall require the contractor and subcontractor to similarly provide such coverage (or qualify as self-insured) for all latter's employees to be engaged in such

work. It is agreed with respect to all workers' compensation insurance, Developer and its surety shall waive any right of subrogation they may acquire against the City, its officers, agents, and employees by reason of any payment made on account of injury, including death, resulting therefrom sustained by any employee of the insured arising out of performance of this Agreement. Neither the Developer nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Developer is considered to be an independent contractor at all times in the performance of this Agreement. The Developer further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Worker's Compensation Act of the State of New Mexico, nor 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.

- C. Builder's Risk Insurance. Developer shall procure, or Developer shall cause its general contractor to procure and maintain, until completion of the construction, builder's risk, vandalism, and malicious mischief insurance. Alternatively, Developer shall procure and maintain insurance, or Developer shall cause its general contractor to procure and maintain, against loss or damage to the Project by fire, lightning, vandalism, and malicious mischief with the uniform extended coverage endorsement limited only as may be provided in the standard form or extended coverage endorsement at the time in use by the State of New Mexico to provide for not less than ninety percent (90%) recovery of the market value of the buildings and other improvements as constructed at the time of destruction.
- D. Professional Liability (Errors and Omissions) Insurance. Professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence, with a general aggregate of \$1,000,000.
- E. Sexual Abuse Molestation Coverage. Sexual abuse molestation insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence, with a general aggregate of \$1,000,000. This coverage should be required, unless specific circumstances that eliminate potential risks indicate otherwise, if the vendor/contractor will be working with, or in physical or virtual contact with, children under the age of 18 or a compromised client base (deaf and hard of hearing, blind, senior and older adults, persons with mental disabilities, intellectual disabilities and/or a developmental disability).
- F. Proof of Insurance. During construction, and not less than once each year, on or before May 31, Developer shall provide to the City without demand, or more frequently upon demand, proof of all required insurance coverages.

Article XVIII

CONDEMNATION

Section 18.1. Optional Termination. If during the Term any part of the Property is taken or purchased by right of eminent domain or in lieu of condemnation, whether or not any portion of the Property is taken, and if in the reasonable opinion of City substantial alteration or reconstruction of the portion of the Property is necessary or desirable as a result thereof, or the amount of parking available to the portion of the Property is materially and adversely affected,

City shall have the right to terminate this Lease by giving Tenant at least thirty days written notice of such termination.

Section 18.2. Award. City shall be entitled to receive and retain the entire award or consideration for the affected lands and improvements and Tenant shall not have, or advance, any claims against City for (i) the value of its property or its leasehold estate, (ii) the unexpired term of this Lease, (iii) costs of removal or relocation, or (iv) business interruption expense or any other damages arising out of the taking or purchase. Nothing herein shall give City any interest in or preclude Tenant from seeking and recovering on its own account from the condemning authority any separate award of compensation attributable to the taking or purchase of Tenant's chattels or fixtures or attributable to Tenant's relocation expenses, provided that any such separate claim by Tenant shall not reduce or adversely affect the amount of City's award. If any such separate award made or compensation paid to Tenant specifically includes an award or amount for City, Tenant shall promptly account therefor to City.

Article XIV

Ethics And Campaign Practices Board, Fair Dealing and Conflict of Interest.

Section 19.1. Tenant agrees to provide the Board of Ethics and Campaign Practices of the City of Albuquerque or its investigator (the "Board") with any records or information pertaining in any manner to this Lease whenever such records or information are within Tenant's custody, are germane to an investigation authorized by the Board, and are requested by the Board. Tenant further agrees to appear as a witness before the Board as required by the Board in hearings concerning ethics or campaign practices charges heard by the Board. Tenant agrees to require that all contractors, subcontractors, or sub-consultants employed by Tenant for any of the services performed under the terms of this Lease will agree in writing to comply with the provisions of this paragraph. Tenant will not be compensated for its time or any costs it incurs in complying with the requirements of this paragraph.

Section 19.2. Upon execution of this Lease, or within five days after the acquisition of any interest described in this Section during the Term of this Lease, the Tenant shall disclose in writing to the City whether any City Councilor or other officer or employee of the City has or hereafter acquires any direct, indirect, legal or beneficial interest in the Tenant or in any contract, Lease or agreement between the City and Tenant or in any franchise, concession, right or privilege of any nature granted by the City to the Tenant in this Lease.

Section 19.3. Tenant covenants and warrants that the only person or firm interested in this Lease as principal or principals is named in this Lease, and that this Lease is entered into by the Tenant without collusion on the part of the Tenant with any person or firm, without fraud and in good faith. The Tenant also covenants and warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the term of this Lease, will be offered or given by the Tenant or any agent or representative of the Tenant to any officer or employee of the City with a view towards securing this Lease or for securing more favorable treatment with respect to making any determinations with respect to performing this Lease.

Article XX

Discrimination Prohibited

Section 20.1. In the operation and use of the Location, the Tenant shall not on the grounds of race, color, religion, sexual orientation, sexual preference, national origin or ancestry, or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Title 49 CFR Parts 21 and 23, the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, and the New Mexico Human Rights Act. Without limiting the generality of the foregoing, the Tenant shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, sexual preference, national origin or ancestry, age, or physical or mental handicap. Such action will include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and disciplinary actions and grievances. The Tenant agrees to post, in conspicuous places available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause.

Article XXI

Americans With Disabilities

Section 21.1. Tenant agrees to meet all applicable requirements of the Americans with Disabilities Act of 1990, as amended, and all applicable rules and regulations, as amended (the "ADA"), that are imposed directly on Tenant or that would be imposed on the City as a public entity. Tenant agrees to be responsible for knowing all applicable requirements of the ADA to defend, indemnify, and hold harmless the City, its officials, agents, and employees 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 Tenant or its agents in violation of the ADA.

Article XXII

Broker

Section 22.1. Tenant warrants and represents that it has not consulted or negotiated with any broker or finder with regard to the Property or this Lease. If Tenant shall be in breach of the foregoing warranty, Tenant shall indemnify the City against any loss, liability, and expense (including attorneys' fees and court costs) arising out of claims for fees or commissions from anyone having dealt with the Tenant.

Article XXIII

Miscellaneous

Section 23.1. Waiver of Default. No failure by the City to insist upon the strict performance of any term, condition, or covenant of this Lease or to exercise any right or remedy available on the breach thereof, and no acceptance of full or partial rent during the continuance of any breach will constitute a waiver of any breach or of any term, condition, or covenant. No obligation of this

Lease that Tenant is required to perform and no breach thereof, will be waived, altered, or modified, except by a written instrument executed by the City.

Section 23.2. Relation to other Leases. This Lease is separate and distinct from and shall be construed separately from any other agreement between City and Tenant or the City and any other Tenant.

Section 23.3. Time is of the Essence. Time is of the essence in the performance of this Lease.

Section 23.4. Governmental Rights and Powers. Nothing in this Lease shall be construed or interpreted as limiting, relinquishing, or waiving any rights of ownership enjoyed by the City in the Property or waiving or limiting the City's control over the management, operations, or maintenance of the Property except as specifically provided in this Lease, or impairing, exercising or defining governmental rights and the police powers of the City.

Section 23.5. Exhibits. All certificates, documents, exhibits, attachments, riders, and addenda, if any, referred to in this Lease, including but not limited to the exhibits referred to in this Lease, are hereby incorporated into this Lease by reference and are made a part hereof as though set forth in full in this Lease to the extent they are consistent with the terms and conditions of this Lease.

Section 23.6. No Partnership or Agency. Nothing contained in this Lease is intended or shall be construed in any respect to create or establish any relationship other than that of City and Tenant, and nothing herein shall be construed to establish any partnership, joint venture, or association or to make Tenant the general representative or agent of City for any purpose whatsoever.

Section 23.7. Non-Liability Of City. City shall not, in any event, be liable for any acts or omissions of Tenant or its agents, servants, employees, or independent contractors or for any condition resulting from the operations or activities of Tenant, its agents, servants, employees, or independent contractors, either as to Tenant or to any other person. City shall not be liable for Tenant's failure to perform any of its obligations under this Lease, or for any delay in the performance thereof, nor shall any such delay, or failure, be deemed a default by City. Notwithstanding anything to the contrary in this Lease, neither the City, nor City's administration, councilors, directors, employees, agents, representatives, successors or assigns (collectively, "City's Affiliates") shall be personally responsible or liable for any representation, warranty, covenant, undertaking or agreement contained in the Lease, and the sole right and remedy of Tenant or any subsequent sublessee or assignee shall be against City's interest in the Property. Neither Tenant nor any subsequent sublessee or assignee shall seek to obtain any judgment imposing personal liability against the City, City's Affiliates, or their successors or assigns, nor execute upon any judgment or place any lien against any property other than City's interest in the Property.

Section 23.8. Force Majeure. In the event City or Tenant is delayed, hindered or prevented from performing any act or thing required hereunder by reason of strikes, lockouts, labor troubles, casualties, failure or lack of utilities, governmental laws or regulations, riots, insurrection, war, acts of God, or other causes beyond the reasonable control of City or Tenant, neither party shall be liable for the delay, and the period for the performance by either party shall be extended for a

period equivalent to the period of such delay. The foregoing shall be inapplicable to the payment of rent by Tenant and to the delivery of the Property by City.

Section 23.9. Contract Review. City and Tenant acknowledge that they have thoroughly read this Lease, including all exhibits thereto, and have sought and received whatever competent advice and counsel were necessary for them to form a full and complete understanding of all rights and obligations herein. City and Tenant further acknowledge that this Lease is the result of negotiations between them and that this Lease shall not be construed against either party hereto by reason of that party's preparation of all or part of this Lease.

Section 23.10. Notices. Any notice from one party to the other must be in writing and shall be deemed duly given three days after deposit in the United States Mail if mailed by registered or certified mail, return receipt requested, or upon receipt or refusal to accept if personally delivered or deposited with a national overnight deliver courier who obtains written confirmation of delivery, addressed to the other party at the address set below, or such other address as either party may designate in writing. The parties shall be responsible for notifying each other of any change of address. Rejection or other refusal to accept or the inability to deliver because of a changed address, for which no notice was given, shall be deemed to be receipt of the notice, demand, or request sent.

If and when included within the term "Tenant" as used in this instrument, there is more than one person, firm, or corporation; all shall jointly arrange amongst themselves and specify some individual at some specific address for the receipt of notices and payments to Tenant. All parties included with terms "City" and "Tenant" respectively, shall be bound by notices and payments given in accordance with the provisions of this Article to the same effects as if each had received such notice or payment.

If to the City:

Director, Metropolitan Redevelopment Agency
Post Office Box 1293 Albuquerque, NM 87103

If to Tenant:

Executive Director, Andrea Plaza
907 4th St SW Albuquerque, NM 87102
andrea@encuentronm.org 505-247-2920

Section 23.11. Estoppel Certificates. Tenant shall at any time within ten days after written request from City execute, acknowledge and deliver to City a statement in writing: (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any; (b) confirming the commencement and expiration dates of the term; (c) confirming the amount of the security deposit held by City; (d) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of City hereunder, or specifying such defaults if any are claimed; and (e) confirming such other matters as City may reasonably request. A prospective purchaser or encumbrancer of the Center or the Property may conclusively rely upon any such statement. If Tenant fails to respond within the required period, Tenant shall conclusively be deemed to have

certified, confirmed, and acknowledged all matters requested by City. If City desires to finance or refinance the Property, Tenant hereby agrees to deliver to any lender designated by City such financial statements of Tenant and any Guarantors named in this Lease as may be reasonably required by such lender. Such statements shall include the past three years' financial statements of Tenant and any Guarantors. All such financial statements shall be received by the City in confidence and shall be used only for the purposes herein set forth.

Section 23.12. Binding Effect. Once this Lease is made, the covenants, terms, and conditions of this Lease will be binding upon and inure to the benefit of the parties, their successors, assigns, subtenants, and subleases.

Section 23.13. Further Actions. At any time and from time to time, each party agrees, without further consideration, to take such actions and to execute and deliver such documents as may be reasonably necessary to effectuate the purposes of this Lease.

Section 23.14. Severability. In the event any covenant, condition or provision herein is held to be void, voidable, invalid, illegal, or unenforceable by any court of competent jurisdiction, such covenant, condition or provision shall be deemed amended to conform to applicable laws so as to be valid or enforceable, or, if it cannot be so amended, without material altering the intention of the parties, it shall be stricken. If stricken, all other covenants, conditions, and provisions of this Lease shall remain in full force and effect, provided that the striking of such covenants, conditions, or provisions does not materially prejudice either the City or Tenant in its respective rights and obligations contained in the valid covenants, conditions, or provisions of this Lease.

Section 23.15. Authorization. If Tenant executes this Lease as a corporation or partnership, then Tenant and the person(s) executing this Lease on behalf of Tenant, represent and warrant that such entity is duly qualified to do business in the State in which the Property is located and that the individuals executing this Lease on Tenant's behalf are duly authorized to execute and deliver this Lease on Tenant's behalf. City represents and warrants that it is the fee simple owner of the Property, and that it has all requisite authority and approval to enter into this lease.

Section 23.16. Joint And Several Liability. In the event that more than one person or entity executes the Lease as Tenant, all such persons and entities shall be jointly and severally liable for all of Tenant's obligations hereunder.

Section 23.17. Headings and Captions. Captions of sections and paragraphs are for convenience, not limitation, and are not to be construed as modifying text.

Section 23.18. Attorneys' Fees. If either party to this Lease institutes any action or proceeding in court to enforce any provision hereof, for damage by reason of an alleged breach of any provision of this Lease, for a declaration of such party's rights or obligations hereunder, or for any other judicial remedy, each party shall be responsible for its own attorneys' fees (including the reasonable fees and disbursements and charges of internal legal counsel) and litigation expenses, including, but not limited to expert witness fees, and service of process fees.

Section 23.19. Governing Law and Venue. This Lease shall be construed under the laws of the State of New Mexico. The parties agree that venue for any suit, action, or proceeding arising out of this Agreement shall be in Bernalillo County, New Mexico. The parties irrevocably admit themselves to, and consent to, the jurisdiction of said court. The parties further acknowledge that

they have fully and fairly bargained for the terms of this Section. The provisions of this Section S shall survive the expiration or earlier termination of this Lease.

Section 23.20. Final Dates. If the final date of any deadline falls upon a Saturday, Sunday, or holiday recognized by the U.S. Postal Service, then in such event the time of such deadline shall be extended to the next day that is not a Saturday, Sunday, or holiday recognized by the U. S. Postal Service. Whenever the word “days” is used herein, it shall be considered to mean “calendar days” and not “business days” unless an express statement to the contrary is made.

Section 23.21. Multiple Counterparts. The Lease may be signed in multiple counterparts or with detachable signature pages, but in either or both circumstances shall constitute one instrument, binding upon all parties thereto as if all parties signed the same document.

Section 23.22. Public Document. City is a municipal corporation under the laws of the State of New Mexico. Tenant and City acknowledge that this Lease is subject to the New Mexico Inspection of Public Records Act, §14-2-1 et seq. NMSA 1978, and is a “public record” within the meaning of said Act.

Section 23.23. Entire Agreement. This Lease, including the attached Exhibits, constitutes the full and final agreement of the parties and incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this contract, and all such conditions, understandings, and agreements have been merged into this written Lease. All prior negotiations and agreements are merged into this Lease. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Lease.

Section 23.24. Modification. No subsequent agreement may modify this Lease unless it is in writing and signed by the parties or their authorized agents. This Lease represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this agreement as of the date indicated by each signature, and the Lease is effective after approval by the City Council and then only upon the signature of the City’s Chief Administrative Officer or his authorized designee.

CITY:
CITY OF ALBUQUERQUE
A New Mexico Municipal Corporation

Approved by the City Council
Date and EC#

Date: _____

Samantha Sengel, EdD, Chief Administrative Officer

Date: _____

Recommended by:

Terry Brunner, Director
Metropolitan Redevelopment Agency

Date: _____

TENANT:
La Plaza de La Plaza de Encuentro Gathering Place,
a 501(c)3 Non-Profit

Executive Director

Date: _____

Board President

Date: _____

EXHIBIT D

OPERATIONAL GUIDELINES

Purpose: To equip participants with essential skills in language acquisition, literacy, technology, and job readiness, focusing on certification as Home Health Aides, while promoting educational and economic opportunities.

Scope of Work:

1. Curriculum and Training: Develop and deliver training on patient care, communication skills, and ethical practices essential for Home Health Aides (HHA).
 - A. Program includes a minimum of 97 hours of training per student valued at \$353,270/year, or \$5,888 per student.
 - B. Supplies and materials per training valued at \$8,200/year, or \$137 per student. Staffing payroll is \$252,200 annually.
2. Language and Literacy: Offer English as a Second Language (ESL) language and literacy training to enhance communities' engagement and participation.
 - A. The program includes 98 hours of training per student valued at \$323,403/year, or \$1,960 per student.
 - B. Supplies and materials per training valued at \$10,812/year, or \$65 per student.
 - C. Staffing payroll \$300,050 annually.
3. Digital Literacy: Provide training in essential digital skills, including computer usage and internet navigation, to improve employability. *Note: all Encuentro students receive a minimum of 7 training hours of digital onboarding to participate in online classes effectively. This cost is not itemized below. Only Encuentros's digital literacy classes are itemized.
 - A. Program includes 98 hours of training per student valued at \$193,361/year, or \$4,834 per student.
 - B. Supplies and materials per training valued at \$15,000 (value of Comcast in-kind computer donations)
 - C. Staffing payroll \$190,761 annually
4. Workforce Readiness: Prepare participants through hands-on training, resume workshops, and job interview preparation tailored to industry expectations.
 - A. HHA Program: Includes 10 hours of training per student valued at \$36,419. Topics include writing a resume, using a client contract, practicing job interviews, understanding your rights as a worker, and attending a work opportunity fair.
 - B. 3-month, paid internships include 108 hours for cohorts of 10 graduates, two times per year.
 - C. Internship stipends valued at \$48,600 annually

D. Staffing payroll \$43,860 annually

5. Adult Education Program:

A. The Digital Skills Beginner level integrates many of the skills developed throughout the course to produce a resume writing unit providing approximately 15 hours, valued at \$19,730 annually.

B. The ESL High Beginner and High Intermediate levels also include a unit focused on workforce readiness, developing English language skills to describe job skills and occupations, and to speak and write about their job history. They also practice interpreting timesheets, understanding certifications, reading and analyzing a letter of recommendation, and completing job applications. These units total about 15 instructional hours, valued at \$19,370 annually

C. Staffing payroll \$29,198 annually

6. Entrepreneurship Support: Offer guidance on business planning, marketing, and financial management to promote self-employment and economic independence.

A. Program includes 24.5 hours of training per student valued at \$9,750, or \$390 per student.

B. Staffing payroll \$14,686 annually.

7. Community Engagement: Provide training to learn and pass the US Citizenship examination, fostering opportunities for participants to integrate into the community and enhance local economic vitality.

A. Program includes 98 hours of training per student valued at \$39,200, or \$1,960 per student.

B. Staffing payroll \$29,372 annually.

8. Family Financial Security: Provide community resource and referral services to foster opportunities for participants to integrate into the community and enhance local economic vitality.

A. Program includes 10 hours of case management per client (student) valued at \$75,000, or \$1,666 per student.

9. Walk-in Support: Provide quick turnaround community resource referral and financial coaching.

A. Emergency funds to support family needs valued at \$7,500 annually.

B. Staffing payroll \$101,650