

AGREEMENT WITH LAS CANDELAS DE LOS CERRILLOS, A NON-PROFIT ORGANIZATION, TO COLLABORATE IN THE MAINTENANCE OF A CHILDREN'S PARK IN THE TOWN OF CERRILLOS

THIS AGREEMENT is entered on this 30th day of Dec. 2011, (hereinafter the "Agreement") by and between Santa Fe County, (hereinafter referred to as the "County") and Las Candelas de Los Cerrillos, a non-profit organization (hereinafter referred to as the "Las Candelas").

WHEREAS, the County and Las Candelas are entering into this Agreement to clarify responsibilities of the Parties to this Agreement in the ownership, construction and maintenance of a children's park in the Town of Cerrillos, New Mexico;

WHEREAS, the County has allowed Las Candelas of the Town of Cerrillos to use a portion of County land located next to the Fire Station on 1st Street and River Street, Cerrillos, New Mexico for a community park containing children's playground equipment;

WHEREAS, Las Candelas will purchase and donate the playground equipment that is valued at \$4133.50 to the County and such equipment is itemized and set forth in Exhibit "A" attached herein; and

WHEREAS, The Parties shall each have obligations and duties under the terms of this Agreement that are set forth below.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THEY SHALL PERFORM THE FOLLOWING DUTIES AND OBLIGATIONS DURING THE TERM OF THIS AGREEMENT:

THE COUNTY AGREES:

1. To accept the equipment on its property to be used as a children's park for the life of the equipment;
2. To address issues on the playground as brought to the attention of the County;

LAS CANDELAS AGREES:

1. To donate and hereby grant to the County all the equipment on the land, as is set forth in Exhibit "A";
2. Immediately notify the County of any safety hazards or concerns on the property or to the equipment on the property immediately upon discovery of such conditions; and
3. To keep the park free of weeds, trash and debris at all times;

2. TERM: This Agreement shall become effective on the date of execution and shall remain in effect until the equipment is no longer able to be used for its intended purpose.

3. TERMINATION: This Agreement may be terminated by any of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the

intended date of termination. By such termination, no party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Grounds for termination of this Agreement include, but are not limited to, failure to perform essential duties and obligations of the Agreement.

- 4. **LIABILITY:** Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of the Agreement.
- 5. **AMENDMENT:** This Agreement shall not be altered, changed, or amended except by an instrument executed in writing signed by all parties.
- 6. **SCOPE OF MEMORANDUM OF AGREEMENT:** This Agreement incorporates all the Agreements, covenants, and understanding between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understanding have been merged into this written agreement. No prior agreement, covenant or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
- 7. **APPLICABLE LAW:** This Agreement shall be governed by the ordinances of the County of Santa Fe and the laws of the State of New Mexico. The proper venue for any action brought relating to this Agreement shall be in the First Judicial District Court in Santa Fe, New Mexico.

IN WITNESS WHEREOF, the parties set their hands:

SANTA FE COUNTY:


Katherine Miller, County Manager

Date: 12-30-11

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:


Stephen C. Ross
Santa Fe County Attorney 

PRESIDENT OF LAS CANDELAS


President

Date: 12/14/11

FEDERAL TAX I.D. NUMBER

85-044 778

PO Box 1160
 Cedar Crest NM 87008-1160
 Fax 505.281.0155
 Toll Free 800.457.5444
 www.exerplay.com



DATE 8/15/2011 NUMBER GG081511-8

QUOTATION

Quote Prepared for:	Purchase Order to be Issued To:
Santa Fe, County of Cerrillos Park Playground	Exerplay, Inc PO Box 1160 Cedar Crest, NM 87008 Fax copy of PO to 505-281-0155

SHIPPED VIA	TERMS	REP	FOB	EST. SHIP DATE
Common Carrier	Progress ...	CD	Cerillos, NM	2-3 weeks ARO

ITEM	DESCRIPTION	QTY	COST	TOTAL
Cerrillos Park Playground				
LSI 100038A	Rainbow Climber, 4' High, 72 lbs.	1	775.00	775.00
LSI 164075B	Double Bobble Rider, Direct Bury, 131 lbs.	1	1,455.00	1,455.00
LSI 164074B	Single Bobble Rider, Direct Bury, 77 lbs.	1	845.00	845.00
LSI 155077A	Stand up Spinner, DB, 60 lbs.	1	1,240.00	1,240.00
	Sub-Total			4,315.00
Disc	Customer Appreciation Discount, Less: 10%.		-10.00%	-431.50
Freight	Freight/Shipping Charges.	1	250.00	250.00
Install	Installation of Playground Equipment.	1	1,200.00	1,200.00
Disc	Volunteer Build by ExerPlay.		-1,200.00	-1,200.00

Notes | Pricing is for the above listed equipment and installation only and does not include off loading of equipment at time of delivery, storage, security, site preparation, security fencing, or any applicable taxes, bonds or permits. To obtain a performance/payment bond, please add 3.5% of the total to this quote. 0.00

Pricing is good for 30 days.

****PLEASE SEE ADDENDUM****

Note-Supervised In... **The Supervision for this Community Build based on the above equipment will require 1 day, 4 volunteers, 20.8 cf concrete and 7 footing holes. Additional charges will apply if the above requirement isn't met. 0.00 0.00

Quote prepared by Gail Garcia
 Gail@exerplay.com

TOTAL \$4,133.50

