

SANTA FE COUNTY

LICENSE TO USE AND OCCUPY

This License to Use and Occupy (“License”) is granted by **Santa Fe County**, a political subdivision of the State of New Mexico, hereinafter “County” to the **Santa Fe Community College** hereinafter “Licensee” for the purpose of allowing the Licensee to access and occupy County facilities and County-owned public housing units.

WHEREAS, the County adopted Resolution 2010-210 establishing the Santa Fe County Sustainable Growth Management Plan which directs the County to retrofit existing County facilities with energy efficient, water conservation and renewable energy measures;

WHEREAS, the Santa Fe Community College through its Advanced Technology Center conducts a training program for green jobs called the “New Mexico EnergySmart Academy,” hereinafter the “EnergySmart Academy;”

WHEREAS, students in the EnergySmart Academy receive hands-on training in the lab and field to conduct energy audits and assessments, install energy efficient measures, inspect, and assess and install residential weatherization technologies;

WHEREAS, the County passed Resolution 2012-042 to allow County facilities and County-owned public housing units to be used as “real-world” classrooms for students in the EnergySmart Academy as part of the County’s efforts to support the sustainable energy policies in the County’s Sustainable Management Plan;

WHEREAS, the County desires to permit instructors and students in the EnergySmart Academy to have access to certain County facilities and County-owned public housing units for use by the EnergySmart Academy as classrooms for student training;

WHEREAS, the EnergySmart Academy is willing to use County facilities and County-owned public housing as real-world classrooms as a form of field training for EnergySmart students and instructors;

THEREFORE, by this License the County grants a license for the purpose of allowing instructors and students to occupy and use designated County facilities and County-owned public housing units according to the terms and conditions of this License beginning from the date of signature of this License.

Terms and Conditions of License

1. USE AND OCCUPANCY OF COUNTY FACILITIES AND PUBLIC HOUSING UNITS:

- A. The County shall prepare a list of County facilities and vacant public housing units that may be made available to the instructors and students of the EnergySmart Academy for use as real-world classrooms.

- B. The Licensee shall provide at least two (2) weeks written notice to the County of the Academy's planned use of a specific County facility or public housing unit for EnergySmart field training. The notice to the County shall be a written request identifying the County facility or public housing unit to be used and the Licensee's proposed use and the dates and hours needed for access and use of a facility or public housing unit.
- C. The County shall obtain the prior written approval or consent of any department director whose facility will be used and occupied by instructors and students of the EnergySmart Academy.
- D. The County and Licensee shall mutually prepare a schedule for the Licensee's use and occupancy of any County facility or vacant public housing unit. Any use and occupancy of a County facility shall be minimally invasive or disruptive of any business or activity of the County facility.
- E. The Licensee shall use the County facilities solely to conduct educational training by instructors and students of the Licensee's EnergySmart Academy. This License shall terminate immediately if Licensee uses or occupies any County facilities for a purpose other than the limited purpose permitted by this License.
- F. As part of Licensee's EnergySmart Academy and curriculum in energy use, energy assessment and energy audit and analyses, Licensee may prepare reports or assessments of a County facility's energy consumption and use and recommend to the County energy efficiency improvements, renewable energy measures or other energy-related measures the County may take to improve its building portfolio.
- G. Any actions by the County to implement EnergySmart Academy recommendations shall be in compliance with applicable state law or County ordinance.

2. COMPENSATION

No compensation shall be paid by the Licensee for this License.

3. TERMINATION

The County may, in its discretion, terminate this License any time for any reason by giving the Licensee notice of termination. The notice shall specify the effective date of termination, which shall not be less than five (5) days from Licensee's receipt of the notice.

4. ASSIGNMENT

This License is not transferrable or assignable by Licensee. Any attempted assignment or transfer is null and void and without any legal effect.

5. LIABILITY

Licensee shall provide full property and general liability insurance for the EnergySmart instructors and students who use and occupy County facilities and public housing units under this License. Santa Fe County shall be named as an additional insured on such policies.

The Licensee shall indemnify and hold harmless the County, its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from Licensee's occupancy and use of any County facility or public housing unit under this License, except to the extent that such damage, loss or expense is due to fault or negligence of the County, its agents or employees.

6. NEW MEXICO TORT CLAIMS ACT

No provision of this License modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq.

7. NOTICES

All notices required to be given to the County under this License shall be mailed (pre-postage paid) to:

Katherine Miller, Manager
ATTN: Erik Aaboe
Santa Fe County
P.O. Box 276
Santa Fe, NM 87504 -0276

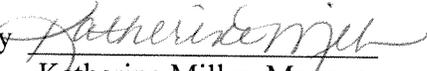
All notices required to be given to Licensee under this MOA shall be mailed (pre-postage paid) to:

Randy Grissom, Director
Advanced Technology Center
Santa Fe Community College
6401 Richards Avenue
Santa Fe, NM 87508

8. TERM: The term of this License shall be one (1) year from the date of signature by the parties subject to renewal by the County.

IN WITNESS WHEREOF, the parties have executed this License this 23 day of May, 2012.

LICENSOR SANTA FE COUNTY

By: 
Katherine Miller, Manager
Santa Fe County

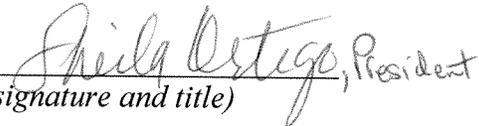
Date: 5-17-12

Approved as to form:


Stephen C. Ross
Santa Fe County Attorney

Date: May 16, 2012

LICENSEE – Santa Fe Community College

By: , President
(signature and title)

Date: 5/23/12