CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Parks and Recreation

AGENDA DATE: September 15, 2009

CONTACT PERSON/PHONE: Judy Weiss, Assistant Parks and Recreation Director/4259

DISTRICT(S) AFFECTED: 2

<u>SUBJECT</u>: Approve a resolution to terminate the December 3, 2002 and the December 15, 2005 Lease Agreements between the Wellington Chew Senior Advisory Committee, Inc. and the City of El Paso.

BACKGROUND / DISCUSSION: On July 21, 2009, the Texas Lottery Commission sent a letter to the Wellington Chew Senior Advisory Committee, Inc., the lessee of the Wellington Chew Senior Center for the purpose of commercial bingo. The letter noted that the City of El Paso does not hold a commercial lessor license as required under the Bingo Enabling Act. In the past, the law had exempted government-owned facilities. However, on November 19, 2008, the Commission adopted a revision to the rule which allowed an exemption only to those governmental agencies who do not charge the licensed vendor. The City charges the Advisory Committee under the Lease Agreement and would, under the Charitable Bingo Administrative Rules need to obtain a commercial lessor license. Staff does not recommend that the City obtain such a license.

In order for the City to obtain a commercial lessor license, it would require the City to pay a 3% tax on the rental, to be bonded, and other requirements of the Bingo Enabling Act.

The Parks and Recreation Department considers recreational bingo to be the appropriate type of activity for the City's nine senior centers. This type of bingo is provided at a nominal cost to patrons, with prizes of no more than \$10, and is a very popular recreational activity for seniors.

Since receiving the letter from the Texas Lottery Commission, recreational bingo has been played at the Wellington Chew Senior Center with no interruption in service. Staff recommends termination of the lease and continuation of recreational, not commercial, bingo.

Attachments: July 21, 2009 Letter from Texas Lottery Commission Ordinance 15300 December 3, 2002 Lease December15, 2005 Lease

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

December 3, 2002 – approved Ordinance 15300, authorizing the Mayor to sign a lease between the City and the Wellington Chew Senior Advisory Committee, Inc.

December 15, 2005 – approved lease between the City and the Wellington Chew Senior Advisory Committee, Inc.

AMOUNT AND SOURCE OF FUNDING: NA

BOARD / COMMISSION ACTION: NA Enter appropriate comments or N/A

LEGAL: (if required)		FINANCE: (if required)
DEPARTMENT HEAD:	(Example: / if RCA i Infor	is initiated by Purchasing, client department should sign also) rmation copy to appropriate Deputy City Manager
APPROVED FOR AGEN	JDA:	
CITY MANAGER:		DATE:

RESOLUTION

WHEREAS, on December 3, 2002, the El Paso City Council approved Ordinance No. 015300, authorizing the lease of the Wellington Chew Senior Citizen Center (the "Premises") to the Wellington Chew Senior Advisory Committee, Inc. (the "Committee"), to conduct bingo for the benefit of senior citizens; and

WHEREAS, on December 15, 2005, an additional lease was executed regarding the agreement; and

WHEREAS, the December 3, 2002 Lease Agreement and the December 15, 2005 additional lease both require that the Committee comply with all statutes, laws, codes, and ordinances applicable to the Committee's use of the Premises, including, but not limited to, the Bingo Enabling Act; and

WHEREAS, the December 15, 2005 additional lease states that "[i]n the event that any state required license to operate a bingo hall is cancelled, for whatever reason, [Committee's] rights herein shall immediately be terminated; and

WHEREAS, pursuant to the terms and conditions of the December 3, 2002 Lease Agreement, the City may cancel the Lease at any time, and that "[i]n the event that the COMMITTEE's license to conduct bingo activities is revoked by the Texas Lottery commission, this Lease shall immediately be terminated"; and

WHEREAS, the Committee's license required by the state to operate Bingo has expired as of August 4, 2009.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the December 3, 2002 Lease Agreement between the City and the Wellington Chew Senior Advisory Committee, Inc. and the December 15, 2005 additional lease are terminated.

(Signatures appear on the following page.)

PASSED AND APPROVED this _____ day of _____, 2009.

CITY OF EL PASO

John F. Cook Mayor

ATTEST:

Richarda Duffy Momsen City Clerk

APPROVED AS TO FORM:

Kristen L. Choi

Assistant City Attorney

APPROVED AS TO CONTENT:

Nanette L. Smejkal, Director Parks and Recreation Department



Texas Lottery Commission



Commissioners - Mary Ann Williamson, Chairman • David J. Schenck • J. Winston Krause

Philip D. Sanderson Director

July 21, 2009

Due Date: 08/04/2009

Attn: Billy P. Montoya Wellington Chew Senior Center Advisory Committee 4430 Maxwell Ave. El Paso, TX 79904-1300

Taxpayer Number: 17423062623

Dear Mr. Montoya:

On June 8, 2009, we received your response to our first notice. However, the following documentation is still required before we can complete the process of your application.

- 1. According to our records, Wellington Chew Senior Center Advisory Committee leases premises from the City of El Paso at the rate of \$50.00 per session. City of El Paso does not currently hold a commercial lessor license however, under the Bingo Enabling Act, Section 2001.151, a person who leases premises on which bingo is conducted directly to a licensed authorized organization must be a licensed commercial lessor. In the past, Charitable Bingo Administrative Rule 402.200 General Restrictions on the Conduct of Bingo exempted premises owned by a governmental agency from being licensed allowing for the leasing structure currently operating between Wellington and City of El Paso. Please note however, on November 19, 2008, the Commission adopted a revision to this rule which exempted only those premises owned by a governmental agency when there is no charge to the licensed authorized organization for use of the premises. Therefore, because the City of El Paso currently charges Wellington Chew Senior Center Advisory Committee rent for the premises, City of El Paso must become licensed to lease bingo premises or immediately stop collecting rent for the bingo premises.
- 2. Please inform our office of how your organization and the City of El Paso intend to proceed to correct this area of non-compliance. Enclosed for the City of El Paso is a Texas Application for a Commercial License to Lease Bingo Premises if they intend to move forward with licensing.

Please submit the requested information within (14) days of the date of this letter. If no response is received, the application may be subject for denial. When submitting requested documentation or information, please enclose a copy of this letter.

If you have any questions, please call 1-800-BINGO77 (246-4677) ext. 5321. The fax number for the Charitable Bingo Operations Division is (512) 344-5142.

Sincerely,

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Lana Sosa/Licensing Examiner Charitable Bingo Operations Division

Enclosure: Texas Application for a Commercial License to Lease Bingo Premises package

P.O. Box 16630 • Austin, Texas 78761-6630 • Phone (512) 344-5000 • FAX (512) 478-3682 • Bingo FAX (512) 344-5142 www.txlottery.org • www.txbingo.org

ORDINANCE NO. 15300

AN ORDINANCE AUTHORIZING THE LEASE OF THE WELLINGTON CHEW SENIOR CITIZEN CENTER TO THE WELLINGTON CHEW SENIOR ADVISORY COMMITTEE, INC., TO CONDUCT BINGO FOR THE BENEFIT OF SENIOR CITIZENS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Lease between the City of El Paso and the Wellington Chew Senior Advisory Committee, Inc. (" Committee"), on the following terms and conditions:

- 1. The Committee will lease the Wellington Chew Senior Citizen Center located at 4430 Maxwell, in order to conduct bingo for the benefit of its senior citizens.
- 2. Base Rent under the Lease shall be \$100.00 per month.
- 3. The term of the Lease shall be for one year from the date the Lease is approved by City Council, automatically renewable for successive one-year terms.
- 4. The Lease shall be in the form attached hereto.

PASSED AND APPROVED this <u>3rd</u> day of <u>December</u>, 2002.

CITY OF EL PASO

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Raymond C. Caballero Mayor

ATTEST:

None

City Clerk

APPROVED AS TO FORM:

John F. Nance Assistant City Attorney

15300

ORDINANCE NO.

Document #: 87825

APPROVED AS TO C

L. Bay Confacting Director Parks and Recreation Department

STATE OF TEXAS

LEASE

This Lease is made as of the date written on the signature page, between the City of El Paso, Texas, a Texas municipal corporation ("CITY"), and the Wellington Chew Senior Advisory Committee, Inc. ("COMMITTEE").

RECITALS

The CITY owns the Wellington Chew Senior Citizen Center.

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The COMMITTEE wishes to lease the Center for the purpose of conducting bingo for the benefit of its senior citizens.

The CITY desires to cooperate for the benefit of its senior citizens.

For the consideration n amed h erein, as well as for the b etterment and well b eing of the senior citizens of the community, the CITY and the COMMITTEE mutually agree as follows:

- Premises: The CITY leases to the COMMITTEE the Wellington Chew Senior Citizen
 Center located at 4430 Maxwell, El Paso, Texas, hereinafter referred to as "Premises."
- 2. <u>Term</u>: The Initial Term of this Lease shall be for one year from the date this Lease is signed on behalf of the CITY; provided, however, that the Lease shall be extended automatically from year to year following the conclusion of the Initial Term unless either party shall provide to the other written notice of intention to terminate at least ninety (90) days prior to the next anniversary date of the Initial Term.
- 3. <u>Rent:</u> The COMMITTEE shall pay the CITY as Base Rent the sum of \$100.00 per month during the Term of this Lease. In addition to the Base Rent, the COMMITTEE shall pay the CITY \$7.50 per hour of Premium Rent for each hour of bingo-related activities occurring outside of Normal Operating Hours for the Premises as defined herein. Normal Operating

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Hours for the Premises are from 8:00 a.m. to 5:00 p.m., Monday through Friday, except for holidays. The CITY, in its sole discretion, may change the Normal Operating Hours for the Premises. The sum of the Base Rent and the Premium Rent shall be paid, in advance, on the first day of each month during the Term of the Lease.

- 4. <u>Use of Premises:</u> The COMMITTEE shall use the Premises for the purpose of conducting public bingo activities during the mutually agreed upon hours for the benefit of its senior citizens. Should the COMMITTEE desire to donate to the CITY any proceeds from its bingo activity, it shall do so by providing a check to the CITY designating Account Number 51510214/405060.
- 5. Insurance: The COMMITTEE hereby agrees and covenants to obtain liability insurance in the minimum amounts of \$250,000 per individual for personal injury, \$500,000 per occurrence for personal injury, and \$100,000 for property damage for the term of this Lease and any extensions thereto. The CITY shall be named as an additional insured on each such policy of insurance. A copy of the insurance policy, binder or certificate issued by an insurance company authorized to do business in the State of Texas and reflecting the coverage required by the Lease shall be furnished to the City Clerk and to the Director of Parks and Recreation of the City of El Paso prior to the commencement of the Lease Term. The CITY shall be provided with 60 days' advance notice, in writing, of any cancellation or change in the required insurance. It is understood and agreed that failure to provide and maintain the required insurance shall preclude use of the Center for bingo activities as agreed herein.
- 6. <u>Governmental Function</u>: The COMMITTEE expressly agrees that, in all things relating to this Lease, the CITY is performing a governmental function, as defined by the Texas Tort

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Claims Act. The COMMITTEE further expressly agrees that every act or omission of the CITY which, in any way, pertains to or arises out of to this Lease falls within the definition of governmental function.

- 7. Exclusion of Incidental and Consequential Damages: Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Lease, THE CITY OF EL PASO WILL NOT BE LIABLE TO THE COMMITTEE (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE COMMITTEE'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress, AS A RESULT OF BREACH OF ANY TERM OF THIS LEASE, REGARDLESS OF WHETHER THE CITY OF EL PASO WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.
- 8. <u>Maximum Aggregate Liability:</u> Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Lease, IN NO EVENT SHALL THE CITY OF EL PASO'S AGGREGATE LIABILITY TO THE COMMITTEE (INCLUDING LIABILITY TO ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY THE COMMITTEE), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS LEASE, IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNT OF CONSIDERATION ACTUALLY PAID BY THE COMMITTEE TO THE CITY UNDER THE TERMS OF THIS LEASE.

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- 9. Intentional Risk Allocation: The COMMITTEE and the CITY each acknowledges that the provisions of this Lease were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Lease. The disclaimers and limitations in this Lease are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.
- Laws and Ordinances: The COMMITTEE shall comply with all statutes, laws, codes, and ordinances applicable to the COMMITTEE's use of the Premises, including, but not limited to, the Bingo Enabling Act.
- 11. <u>Cancellation</u>: The CITY may cancel this Lease at any time, at no cost to the CITY, and take possession of the Premises and all rights of the COMMITTEE in the Premises shall immediately be terminated. In the event that the COMMITTEE's license to conduct bingo activities is revoked by the Texas Lottery Commission, this Lease shall immediately be terminated.
- 12. <u>Non-Assignment:</u> This Lease shall not be assigned without the prior written consent of City Council.
- <u>Records and Reports</u>: The COMMITTEE shall provide to the CITY copies of all reports required by the State and shall, at the CITY's request, provide copies of unaudited financial reports.
- 14. <u>Laws Governing</u>: The laws of the State of Texas shall govern the validity, performance, and enforcement of this Lease.
- 15. <u>Entire Agreement:</u> This document contains all of the agreements between the parties and may not be modified, except by agreement in writing signed by both parties.

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SIGNED this <u>3rd</u> day of <u>December</u> 2002.

CITY OF EL PASO

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Raymond C. Caballero, Mayor

ATTEST:

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City Clerk

WELLINGTON CHEW SENIOR ADVISORY COMMITTEE, INC.

Βy Name Printed: Bi CHAIRMAN

APPROVED AS TO CONTENI

L. Ray Cox, Acting Director Parks and Recreation Department

APPROVED AS TO FORM:

Jøhn F. Nance

Assistant City Attorney

Document #: 87828

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STATE OF TEXAS

COUNTY OF EL PASO

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LEASE AGREEMENT

This Lease Agreement ("Agreement") is made this the <u>15th</u> day of <u>December 2005</u>, 2005, between the CITY OF EL PASO, a home rule municipal corporation ("CITY"), and WELLINGTON CHEW SENIOR ADVISORY COMMITTEE, INC. ("WELLINGTON CHEW BINGO").

RECITALS

WHEREAS, CITY owns the Wellington Chew Senior Citizen Center, such center managed by and through its Parks and Recreation Department; and

WHEREAS, WELLINGTON CHEW BINGO wishes to lease the Center for the purpose of conducting licensed bingo for the benefit of El Paso' senior citizens; and

WHEREAS, after receipt and consideration of the recommendation of the Parks and Recreation Department and the general desire to increase the welfare of El Paso's senior population, CITY desires to enter into a facilitating lease agreement.

NOW THEREFORE, for the consideration named herein, as well as for the betterment and well being of the senior citizens of the community, CITY and WELLINGTON CHEW BINGO mutually agree as follows:

- Premises: The CITY shall lease and herein leases to BINGO OF EL PASO the large multipurpose room and non-exclusive use of office space located at Wellington Chew Senior Center, located at 4430 Maxwell Avenue, El Paso, Texas, 79904, hereinafter referred to as "Premises."
- 2. <u>Term:</u> The Initial Term of this Lease shall be for ten years from the date of execution; provided, however, that the Lease may be extended for two additional terms of five years each if authorized by the City Manager and agreed to in writing by WELLINGTON CHEW BINGO.
- 3. <u>Rent:</u> As of the date of execution of this Lease Agreement, WELLINGTON CHEW BINGO shall pay CITY \$40.00 for rental of the large multi-purpose room for each weekday Bingo session (1:00 p.m. to 3:00 p.m.), such room to be available a minimum of two weekdays per week (Monday through Friday) as may be mutually agreed upon. The sum of the rental fees for the main hall shall be paid in advance before each weekday Bingo session

authorized. WELLINGTON CHEW BINGO shall also pay CITY \$100.00 per month, payable in advance, for non-exclusive use of an office to perform bookkeeping and accounting services related to use of the main hall of the senior center as provided for herein. WELLINGTON CHEW BINGO acknowledges that the above rental fees are based upon current rates set forth in 13.24.200 of the El Paso Municipal Code. WELLINGTON CHEW BINGO acknowledges that these rates are subject to periodic increase as 13.24.200 is amended from time to time. The Director of Parks and Recreation shall update all consideration required herein each year consistent with amounts uniformly charged pursuant to 13.24.200 as same is amended from time to time and provide written notice to WELLINGTON CHEW BINGO that any new rates will be effective thirty days following receipt. Should such rates increase in the future, the rent herein provided for will increase and remain consistent with the then current rates therein charged.

- 4. <u>Use of Premises:</u> WELLINGTON CHEW BINGO shall use the Premises for the purpose of conducting lawful public licensed bingo in compliance with state statute and local ordinance, to include, but not limited to Chapter 2001 of the Texas Occupations Code, etc.. Immediately following any use of the Leased Premises, WELLINGTON CHEW BINGO shall return such Premises to their former state and remove any and all trash created by their use as provided for herein.
- 5. <u>Donations of Proceeds</u>: Any WELLINGTON CHEW BINGO donations from its bingo activity shall be made payable to the Parks Foundation or the Wellington Chew Senior Center User Fee Account. The Parks Foundation shall account for any donations separately. Both organizations shall use any donations for the sole benefit of the Wellington Chew Senior Center.
- Insurance: WELLINGTON CHEW BINGO hereby agrees and covenants to obtain liability insurance in the minimum amounts of \$250,000 per individual for personal injury, \$500,000 per occurrence for personal injury, and \$100,000 for property damage for the term of this Lease and any extensions thereto. The CITY shall be named as an additional insured on each such policy of insurance. A copy of the insurance policy, binder or certificate issued by an insurance company authorized to do business in the State of Texas and reflecting the coverage required by the Lease shall be furnished to the City Clerk and to the Director of Parks and Recreation of the City of El Paso prior to the commencement of the Lease Term.

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Such insurance shall contain a provision requiring that the CITY be provided with 60 days' advance notice, in writing, of any cancellation or change in the required insurance. It is understood and agreed that failure to provide and maintain the required insurance shall preclude use of the Center for bingo activities as agreed to herein.

- 7. <u>Governmental Function</u>: WELLINGTON CHEW BINGO expressly agrees that, in all things relating to this Lease, the CITY is performing a governmental function, as defined by the Texas Tort Claims Act. WELLINGTON CHEW BINGO further expressly agrees that every act or omission of the CITY which in any way, pertains to or arises out of to this Lease falls within the definition of governmental function.
- 8. Exclusion of Incidental and Consequential Damages: Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Lease, THE CITY OF EL PASO WILL NOT BE LIABLE TO WELLINGTON CHEW BINGO (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM BINGO OF EL PASO'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress, AS A RESULT OF BREACH OF ANY TERM OF THIS LEASE, REGARDLESS OF WHETHER THE CITY OF EL PASO WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. 9. Maximum Aggregate Liability: Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Lease, IN NO EVENT SHALL THE CITY OF EL PASO'S AGGREGATE LIABILITY TO THE BINGO OF EL PÁSO (INCLUDING LIABILITY TÓ ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY THE WELLINGTON CHEW BINGO), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS LEASE, IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNT OF CONSIDERATION ACTUALLY PAID ΒY WELLINGTON CHEW BINGO TO THE CITY UNDER THE TERMS OF THIS LEASE. 10. Intentional Risk Allocation: WELLINGTON CHEW BINGO and CITY each acknowledges that the provisions of this Lease were negotiated to reflect an informed,

voluntary allocation between them of all risks (both known and unknown) associated with the transactions covered within this Lease. The disclaimers and limitations in this Lease are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.

- 11. <u>Laws and Ordinances:</u> WELLINGTON CHEW BINGO shall comply with all statutes, laws, codes, and ordinances applicable to WELLINGTON CHEW BINGO use of the Premises, including, but not limited to, the Bingo Enabling Act.
- 12. <u>Cancellation</u>: Upon WELLINGTON CHEW BINGO default of any provision herein or in consideration of an overriding public need as determined by the Director of Parks and Recreation, CITY may cancel this Lease and take possession of the Premises, such cancellation effective upon receipt of written verification thereof from the Director of Parks and Recreation. All rights of WELLINGTON CHEW BINGO in the Premises shall immediately be terminated and WELLINGTON CHEW BINGO shall have no recourse for any investment made. In the event that any state required license to operate a bingo hall is cancelled, for whatever reason, WELLINGTON CHEW BINGO rights herein shall immediately be terminated. Finally, should WELLINGTON CHEW BINGO wish to cancel this lease, it may do so provided ninety days written notice to the Director of Parks and Recreation is provided.
- 13. <u>Non-Assignment</u>: This Lease shall not be assigned without the prior written consent of City Council.
- 14. <u>Records and Reports:</u> WELLINGTON CHEW BINGO shall provide to the CITY copies of all reports required by the State and shall, at the CITY's request, provide copies of unaudited financial reports.
- 15. <u>Laws Governing</u>: The laws of the State of Texas shall govern the validity, performance, and enforcement of this Lease.
- <u>16.</u> <u>Entire Agreement:</u> This document contains all of the agreements between the parties and may not be modified, except by agreement in writing signed by both parties.
- 17. <u>Notices.</u> All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service post office or certified mail, return receipt requested addressed to the respective other party at the

address below or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

CITY:

Parks and Recreation Department Attention: Parks Director Two Civic Center Plaza, 6th Floor El Paso, Texas 79901-1196

LESSEE:

Wellington Chew Senior Center Advisory Committee, Inc. Attention: President 4430 Maxwell Avenue El Paso, Texas 79904

18. Warranty of Capacity to Execute Agreement. The person signing this Agreement on behalf of the Wellington Chew Senior Citizen Advisory Committee, Inc. warrants that he/she has the authority to do so and to bind Wellington Chew Senior Citizen Advisory Committee, Inc. to this Agreement and all the terms and conditions contained herein. Each person signing below represents that he or she has read this Agreement, and all attachments, in its entirety; understands its terms; and agrees on behalf of such party that such party will be bound by those terms.

SIGNED this <u>15th</u>.day of <u>December</u>, 2005.

CITY OF EL PAS

Norman Merrifield, Ed.D. Director of Parks and Recreation

WELLINGTON CHEW SENIOR ADVISORY COMMITTEE, INC.

By__ Name Printed: 13:11 Title: (1/11/12 Den Sow) K-1 (9 GC1 14

APPROVED AS TO CONTENT:

Pete Dunavant, Parks and Recreation Department

APPROVED AS TO FORM:

Matt Watson, Assistant City Attorney