

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager on behalf of the City of Lowell to enter into a Lease Agreement with Portuguese American Youth Center, Inc., for property located at 739 Central Street, in Lowell.

The City of Lowell is desirous of renting space at 739 Central Street, consisting of 7,916 square feet, more or less, to be used for housing the Lowell Police Youth Services Center; and

The City of Lowell issued its Request for Proposals for Lease of Space for the Lowell Police Youth Services Center for a three (3) year period; and

Portuguese American Youth Center, Inc. is the owner of the premises at 739 Central Street, in Lowell and has submitted a proposal to the City in response to the Request for Proposals;

NOW, THEREFORE, BE IT VOTED BY THE CITY COUNCIL OF THE CITY OF LOWELL, as follows:

That the City Manager be and is hereby authorized to enter into a Lease Agreement with Portuguese American Youth Center, Inc., for property located at 739 Central Street, in Lowell, consisting of 7,916 square feet, more or less.

Said Lease shall be for a term of three (3) years, terminating on April 3, 2025, subject to annual appropriation, and shall be in accordance with the form, or substantially the form, attached hereto.

Such lease payments shall be as follows:

| | | |
|------------------------|---|------------------------------------|
| May 2022 to April 2023 | - | \$27,000.00 (\$2,250.00 per month) |
| May 2023 to April 2024 | - | \$31,500.00 (\$2,625.00 per month) |
| May 2024 to April 2025 | - | \$36,000.00 (\$3,000.00 per month) |

BE IT FURTHER VOTED:

That the Lease Agreement shall contain other terms and conditions as the City Manager deems to be in the best interest of the City of Lowell.

LEASE

THIS INDENTURE made this Twenty-seventh day of April, 2022, by and between PORTUGUESE-AMERICAN LOWELL YOUTH CENTER, INC., a nonprofit corporation duly organized by law and having a principal place of business at 739 Central Street, Lowell, 01852, Middlesex County, Commonwealth of Massachusetts, hereinafter called "LESSOR", and the CITY OF LOWELL, a municipal corporation duly established by law and located in said County and Commonwealth, acting by and through its Superintendent of Police, hereinafter called "LESSEE", which term shall be deemed to mean its heirs, executors, administrators, successors and assigns whenever the context hereof so requires or admits;

WITNESSETH:

That LESSOR, in consideration of the rent to be paid and the covenants and agreements to be performed by LESSEE, hereby demises, grants and leases to LESSEE; and LESSEE hereby rents from LESSOR the premises hereinafter described, upon the terms and conditions hereinafter set forth, as well as in accordance with all the terms and conditions set forth in the City of Lowell's February 16, 2022 Request for Proposals, marked as Exhibit "A" and attached hereto and incorporated by reference, as well as the Proposal from "PORTUGUESE-AMERICAN LOWELL YOUTH CENTER, INC.," entitled, "Non-Cost Proposal - Proposal for Rental for Youth Center" and Price Proposal dated March 18, 2022, marked as Exhibit "B" and attached hereto and incorporated by reference.

1. PREMISES

Subject to the terms and provisions herein contained, LESSOR hereby agrees to lease to LESSEE the following described premises at 739 Central Street, Lowell, Massachusetts, consisting of 7,916 square feet, or more, together with the right to use in common with others entitled thereto, the hallways, stairways and elevators, necessary for access to said leased premises, and lavatories nearest thereto.

2. USE OF THE LEASED PREMISES

LESSEE shall use the leased premises for the purpose of housing the Lowell Police Youth Services Center and related uses consistent with a community youth athletics and activities center.

3. TERM

The term of this lease shall be for three (3) years, commencing May 1, 2022 and terminating April 3, 2025. The date of occupancy shall be determined by written notice from LESSEE to LESSOR in accordance with section 10 of this lease specifying said date of occupancy. Such notice of intended occupancy shall be mailed at least ten (10) days prior to date of occupancy. This contract is subject to annual appropriation. If appropriations necessary to meet the terms of this lease have not been made, this lease, and all obligations of the LESSEE shall be null and void.

4. RENT

The LESSEE shall pay to the LESSOR an amount not to exceed TWENTY SEVEN THOUSAND and 00/100 (\$27,000.00) DOLLARS for the lease period of May 1, 2022 to April 30, 2023. The LESSEE shall pay to the LESSOR an amount not to exceed THIRTY ONE THOUSAND FIVE HUNDRED and 00/100 (\$31,500.00) DOLLARS for the lease period of May 1, 2023 to April 30, 2024. The LESSEE shall pay to the LESSOR an amount not to exceed THIRTY SIX THOUSAND and 00/100 (\$36,000.00) DOLLARS for the lease period of May 1, 2024 to April 30, 2025. Total payments during the three (3) year lease period shall not exceed NINETY FOUR THOUSAND FIVE HUNDRED and 00/100 (\$94,500.00) DOLLARS. Such payments shall be as follows:

| | | |
|------------------------|---|------------------------------------|
| May 2022 to April 2023 | - | \$27,000.00 (\$2,250.00 per month) |
| May 2023 to April 2024 | - | \$31,500.00 (\$2,625.00 per month) |
| May 2024 to April 2025 | - | \$36,000.00 (\$3,000.00 per month) |

The obligations of the City hereunder shall be subject to annual appropriation on a fiscal year basis. In the absence of appropriation, this Lease shall be terminated by the City immediately without liability of the City for damages, penalties, or other charges arising from early termination. Payment shall be made on the twentieth day of the month for all rental due for the previous month, provided bills containing detailed information are filed in the Office of the Superintendent of Police on or before the first day of the month in which payment is to be made, all in accordance with the Reserve Ordinance referred to in Paragraph (13)(b) of this lease.

If the lease shall commence on a day other than the first day of a calendar month, the applicable rental installment for such first or last fractional month shall be such proportion of the monthly installment as the number of days such fractional month bears to the total number of days in such calendar month. Likewise occupancy of a portion of premises shall result in an apportionment of rent.

Until further notice such monthly payments shall be made to:

PORTUGUESE-AMERICAN LOWELL YOUTH CENTER, INC.

739 Central Street

Lowell, MA 01852

5. LESSEE'S COVENANTS

LESSEE hereby covenants and agrees to the following:

(a) To pay the rent, and other charges as herein reserved, promptly during the term hereof and for such further time as LESSEE shall hold the leased premises.

(b) The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction.

(c) LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and materials furnished to LESSEE or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR.

(d) To keep the leased premises and all appurtenances thereto in as good order and condition as they may be upon the commencement of the term hereof, ordinary use and wear, damage by accidental fire or unavoidable casualty only excepted. LESSEE acknowledges that the leased premises are now in good order.

(e) That the LESSEE shall not do, or suffer to be kept, or omit to do anything in, upon or about the leased premises which may prevent the LESSOR from obtaining, or cause the revocation of, any government license, permit, certificate of right or authority, or other document necessary for the LESSOR

to operate the building of which the leased premises is a part. If as a direct or indirect result of the LESSEE's business, an addition to or change in the facilities of the building of which the leased premises is a part shall be required by law, ordinance, by-law or other governmental regulation, the addition or change shall be installed and paid for entirely by LESSEE.

(f) That the LESSEE will not make or suffer to be made any strip or waste of the leased premises, nor lease, nor sublease or assign, nor permit them to be used by any other persons except with written consent of the LESSOR, which shall not be unreasonably withheld.

(g) To comply with all laws, orders, regulations, ordinances and the like of any governmental authority with respect to its operation, occupation and use of the leased premises without expense to the LESSOR.

(h) That the LESSEE shall not do, or suffer to be done, or keep, or suffer to be kept, or omit to do anything in, upon or about the leased premises which may prevent the LESSOR from obtaining any insurance including, but without limitation, fire extended coverage, and public liability insurance, on the leased premises or any other premises in the building of which the leased premises is a part or on any property therein, or which may make void or voidable such insurance or which may create any extra premiums for, or increase the rate of, any such insurance. If anything shall be done or kept, or omitted to be done, in, upon or about the leased premises which shall create any extra premiums for, or increase the rate of, any such insurance.

(i) The LESSEE its agents, servants and employees shall have the right to use the specific parking area designated from time to time by the LESSOR for the parking of their motor vehicles, which shall be available on a first come, first serve basis.

(j) The LESSEE shall not allow or permit any of its products or any substance other than sanitary sewage to be discharged into the sewage system serving the leased premises.

(k) The LESSEE shall not dump, flush, or in any way introduce any hazardous substances or any other toxic substances into the sewage or other waste disposal system serving the premises; or generate, store or dispose of hazardous substances in or on the premises or dispose of hazardous substances from the

premises to any other location except in compliance with the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Sec. 6901 et seq., the Massachusetts Hazardous Waste Management Act, M.G.L. c.21C, as amended, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c.21E, as amended, and all other applicable codes, regulations, ordinances and laws; and to notify LESSOR of any incident which would require the filing of a notice under Chapter 232 of the Acts of 1982; and to comply with the orders and regulations of all governmental authorities with respect to zoning, building, fire, health, environmental and other codes, regulations, ordinances or laws applicable to the premises. "Hazardous Substances" as used in this Paragraph shall mean "Hazardous Substances" as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601 and regulations adopted pursuant to said Act. LESSEE shall provide LESSOR with such information legally required by governmental authorities as LESSOR may reasonably request from time to time with respect to compliance with this Paragraph.

(l) The LESSEE shall not assign, mortgage, or encumber this Lease, nor sublet or permit the leased property or any part thereof to be used by others, without the prior written consent of the LESSOR in each instance.

(m) LESSEE shall not injure, overload, deface or otherwise harm the premises; nor commit any nuisance; nor permit the emission or release of any objectionable chemical substance, noise, vibration or odor; nor make allow or suffer any waste; nor make any use of the premises which is improper, offensive or contrary to any law or ordinance or which will invalidate any of LESSOR's insurance or LESSEE's insurance required hereunder.

(n) LESSEE shall defend all actions against LESSOR, any partner, trustee, stockholder, officer, director, employee or beneficiary of LESSOR, holders of mortgages secured by the premises and any other party having an interest in the premises (Indemnified Parties) with respect to, the extent permitted by law, all Indemnified Parties (a) to which any Indemnified Party is subject because of the wrongful act or negligent conduct of LESSEE during the term of this Lease, or (b) arising from (i) injury to or death of any person or damage to or loss of property, on the premises or on adjoining sidewalks, streets or ways,

negligently or wrongfully caused by LESSEE during the term of this Lease, unless caused by the negligence of LESSOR or its servants or agents, or (ii) violation of this Lease by LESSEE. The Parties acknowledge that LESSEE's liability is determined pursuant to M.G.L. c.258.

6. LESSOR'S COVENANTS

The LESSOR hereby covenants and agrees as follows:

(a) That the LESSOR has good right to lease the said premises, and that if the LESSEE shall faithfully perform and observe all of its undertakings in this Lease contained, LESSEE shall peaceably hold the same premises without molestation, hindrance or eviction by the LESSOR.

(b) To maintain in good order and condition during the term of this Lease the roof, walls and structural parts of the leased premises, including the sprinkler system (if any), located in the premises upon the commencement of the term hereof.

(c) To maintain and keep reasonably free from snow and ice the parking areas, roadways, entrances and exits and the like for the building of which the leased premises is a part.

(d) To provide seven thousand nine hundred sixteen (7,916) square feet, or more, of space on the first and second floor.

(e) To provide one (1) private enclosed office and at least one (1) open area space capable of accommodating a conference or classroom setting.

(g) To provide one (1) open area with the minimum of accommodating a 24x24 boxing ring.

(f) Other requirements to be provided:

(1) Must be handicapped accessible in accordance with the requirements of the Americans with Disabilities Act.

(2) Heat and air conditioning must be maintained and included in the rental fee.

(3) All utilities must be included in the rental fee.

(4) Premises must be available on May 1, 2022, or date elected to be occupied by LESSEE.

(5) Premises must be available for day, evening and weekend use (7 day-24-hour).

- (6) Premises must be carpeted and in satisfactory condition as determined by the Lessee.
- (7) Must maintain in good repair and replace when necessary, stairways, common structural supports, roof, foundation, plumbing, windows, doors, air conditioning system and the exterior walls and common areas and public areas abutting land upon which the building is situated (as well as parking areas, if adjacent to, or owned or controlled by the LESSOR).
- (8) Must remove snow and ice from passageways, entrance, sidewalks, common areas and public areas abutting land upon which the building is situated (as well as parking areas, if adjacent to, or owned or controlled by the LESSOR).
- (9) Must carry adequate fire and extended coverage insurance on the building of which the leased premises are a part and provide certificate thereof.
- (10) Property taxes and any and all fees due and owing the City of Lowell must be current and all property owned by proposers must be free of tax liens as of proposal date and thereafter.
- (11) Must have street level entrance and must be handicapped accessible.
- (12) Must grant LESSEE authorization to perform any/all necessary future security requirements.
- (13) Must provide free parking.
- (14) Two (2) bathrooms.
- (15) All walls painted neutral color.

(g) To maintain in good and proper condition the heating apparatus and air-cooling system installed in the leased premises. In the event that the heating or air-cooling systems or any of their appliances shall be damaged or injured or not in proper working condition, the LESSOR shall forthwith make such repairs as may be needed and restore the systems to a good working condition. On default of the LESSOR in making such repairs, the LESSEE may, but shall not be required to, make such repairs for the LESSEE's account, and the expense thereof shall constitute and be deductible from the monthly rent.

(h) To provide all utilities necessary for said premises, including heat, water, electricity and air conditioning.

(i) To maintain all insurance including, but without limitation, fire extended coverage, and primary liability insurance, primary umbrella and excess umbrella insurance policies on the leased premises or any other premises in the building of which the leased premises is a part.

On default of the LESSOR in making repairs, the LESSEE may, but shall not be required to, make such repairs for the LESSOR's account, and the expense thereof shall constitute and be reduced from the monthly rent.

7. MUTUAL COVENANTS

It is mutually agreed and understood between the parties:

(a) The LESSEE shall, prior to the installation or erection of any sign, size, construction and placement thereof, obtain the approval of the LESSOR, which approval however and consent shall not be unreasonably withheld. All such signs shall be maintained by the LESSEE in a neat and orderly condition. Such sign shall be limited to ordinary tenants' listings similar to directory signage available to other tenants.

8. FIRE, CASUALTY, EMINENT DOMAIN

Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement rent shall be made, and the LESSEE may elect to terminate this lease if:

(a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or

(b) The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain.

9. DEFAULT AND BANKRUPTCY

In the event that:

(a) the LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or

(b) the LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within twenty (20) days after written notice thereof; or

(c) the LESSEE shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of LESSEE's property for the benefit of creditors, or

(d) the LESSEE shall abandon the demised premises or suffer this Lease to be taken under any writ of execution, then LESSOR, in addition to any and all rights or remedies it may have, shall have the immediate right to re-entry and may peaceably remove all persons and property from the demised premises, and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of LESSEE, or to retain same under LESSOR's control or to sell at public or private sale and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property, all without service of notice or resort to legal process and all without being deemed guilty of trespass or becoming liable for any loss which may be occasioned thereby. Should LESSOR elect to re-enter as herein provided or should it take possession pursuant to any notice provided for by law, it may either terminate this Lease or may from time to time without terminating this Lease, make such alterations and repairs as may be necessary to re-let the demised premises, and re-let said demised premises or any party thereof for such term or terms and at such rental or rentals which are reasonable. Upon each such re-letting all rentals received by the LESSOR from such re-letting shall be applied in the order set forth below:

(1) To the payment of any indebtedness other than rent due hereunder from LESSEE to LESSOR.

(2) To the payment of any costs and expenses of such re-letting including brokerage fees, attorneys' fees and costs of such alterations and repairs.

(3) To the payment of rent due and unpaid hereunder.

(4) The balance, if any, shall be held by the LESSOR and applied in payment of future rents or expenses if the same may become due and payable in accordance with the order set forth above.

10. NOTICE

Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE and a copy mailed to the Superintendent of Police, JFK Civic Center, 50 Arcand Drive, Lowell, MA 01852, with a copy to the City Solicitor, City Hall, 375 Merrimack Street, Lowell, MA 01852. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to PORTUGUESE-AMERICAN LOWELL YOUTH CENTER, INC., 739 Central Street, Lowell, 01852.

11. SURRENDER

The LESSEE shall at the expiration or other termination of this Lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises).

LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith, in the same condition as they were at the commencement of the term, or as they were put during the term thereof, reasonable wear and tear and damage by fire or other casualty only excepted.

12. CONSTRUCTION AND GOVERNING LAW

This Lease is made in the Commonwealth of Massachusetts for premises located in Massachusetts and is to be construed in accordance with the Laws of the Commonwealth of Massachusetts.

13. ADDITIONAL PROVISIONS

(a) LESSEE will be responsible for all signs.

(b) The LESSOR agrees that its attention has been called to the provisions of the "Reserve System" Ordinance of the City of Lowell, which is now incorporated in the "The Code of Ordinances City of Lowell, Massachusetts", passed by the City Council on December 23, 2008 and Amendments Thereto and that each purchase order, so-called, issued in accordance with Section 28-32 of said Code to cover the services to be rendered under this Agreement shall be made a part hereof by reference. It is further agreed that no obligation shall be considered to have incurred under this Agreement unless and until a purchase order shall have been duly issued and approved.

And further, that the obligation incurred shall be limited to the amount set forth in purchase order or purchase orders duly issued and approved.

(c) It is understood and agreed by the LESSOR and the LESSEE that pursuant to the Code of the City of Lowell, Chapter 28, Article V, a Contract Performance Record Form must be completed on this lease by the Department Head or his designee who is supervising this lease, and such Contract Performance Record Form must be submitted to the City Manager, City Auditor, and Purchasing Agent prior to release of final payment under this lease. If requested by the LESSOR a copy of the Contract Performance Record Form shall be furnished to the LESSOR.

(d) The LESSOR certifies under penalties of perjury that any and all taxes and municipal fees due and owing to the City of Lowell have been paid in full.

(e) This Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

(f) LESSEE agrees that it will not record this Lease. Both parties shall, upon the request of either, execute and deliver a notice or short form of this Lease in such form, if any, as may be permitted by applicable statute.

(g) It is further agreed that the City of Lowell may terminate this Agreement at any time, with or without cause, upon fourteen (14) days' written notice to the other party, sent by certified mail, to the usual place of business of the other party.

14. This Contract is subject to all laws, federal, state and local, which are applicable to this Contract and it is assumed that the LESSOR is cognizant thereof.

15. This Lease Agreement shall be subject to annual appropriation.

16. NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group or individuals.

17. CERTIFICATION Ch. 7C, s. 38

LESSOR acknowledges receipt of a copy of the Massachusetts General Laws, Chapter 7C, Section 38 and agrees to comply therewith.

18. INDEMNIFICATION

LESSEE shall indemnify and hold harmless the LESSOR from and against any and all liabilities, fines, suits, claims, and demands and actions and costs and expenses of suits, claims, demands and actions and cost and expenses of any kind or nature, due to or arising out of: (i) any damage to property occasioned by LESSEE'S use and occupancy of the Leased Premises and (ii) any injury, loss, damage or liability to person or persons, including death, resulting at any time therefrom, or to property, occurring in or about the Leased Premises, or on the sidewalks, roadways, access and parking areas and other facilities appurtenant thereto, if under (i) and (ii) such damage, loss, etc., occurs on account of or based upon the omission, fault, negligence or misconduct of the LESSEE or other persons for whose conduct the LESSEE is legally responsible. This indemnification shall not apply to exculpate or indemnify LESSOR for any negligence or fault by LESSOR, its agents or employees. If the LESSEE is required to defend any action or proceeding pursuant to this section to which action or proceeding LESSOR is made a party, LESSOR shall be entitled to appear, defend or, otherwise, take part in the matter involved, at LESSOR'S election, by counsel of LESSOR'S own choosing, provided such action by LESSOR does not limit or make void any liability of any insurer of LESSOR or LESSEE hereunder in respect to the claim or matter in question.

LESSEE'S liability under this section reduced by the net proceeds actually collected and paid to or for the benefit of the LESSOR, or LESSEE'S mortgagee, of any insurance effected by LESSEE on the risks in question for LESSOR'S benefit. The parties acknowledge that LESSEE'S liability is limited to the provisions of M.G.L. c. 258.

It is further agreed by the parties that, in the event the LESSEE is sued in a court of law or equity, or demand is made upon the LESSEE for payment of any damages arising out of the LESSOR'S performance or non-performance of this Lease, then the LESSOR, without reservation, shall indemnify and hold harmless the LESSEE against any and all claims arising out of the LESSOR'S performance or non-performance of the Agreement. In such instances, the LESSOR shall be entitled to appear, defend or, otherwise, take part in the matter involved, at LESSOR'S election, by counsel of LESSOR'S own choosing, provided such action by LESSOR does not limit or make void any liability of any insurer of LESSOR.

IN WITNESS WHEREOF, the parties hereto have hereto and to a duplicate and triplicate hereof, caused their corporate seals to be affixed and these presents, together with said duplicate and triplicate, to be signed in their name and behalf by their duly authorized officers the day and year first above written.

APPROVED:

PORTUGUESE-AMERICAN LOWELL YOUTH CENTER, INC.,

Thomas A. Golden, Jr.
City Manager

By _____
Federal I.D. or Social Security No.

APPROVED AS TO FORM:

CITY OF LOWELL

Christine P. O'Connor
City Solicitor

Barry Golner
Interim Superintendent of Police

Kelly Oakes
City Auditor

Date: _____

P. Michael Vaughn
Chief Procurement Officer



Thomas A. Golden, Jr.
City Manager

Shawn Machado
Assistant City Manager

June 7, 2022

Mayor Sokhary Chau
And
Members of the City Council

Re: Lease Agreement – Lowell Police Youth Services Center

Dear Mayor Chau and Members of the City Council:

Attached is a vote authorizing the City Manager to enter into a three year lease with Portuguese American Youth Center, Inc. for 7,916 square feet of property located at 739 Central Street. The property will house the Lowell Police Youth Services Center. The cost is \$2,250.00 per month for Year 1, \$2,625.00 per month for Year 2, and \$3,000.00 per month for Year 3. Each year contains an adjusted cost, so that the total overall payment is \$94,500.00.

Very truly yours,

Thomas A. Golden, Jr.
City Manager

Cc: Barry Golner, Interim Superintendent of Police