



STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
Facilities Management Division
2542 Cerrillos Road
T-187 Building
Santa Fe, New Mexico 87505



This Tenant Agreement (TA), TA Record # "[Click here and type LRN for Lead.]" is made and entered into by and between), the New Mexico "[Click here and type Lead Agency and (acronym).]" , (assigning Agency), and the New Mexico "[Click here and type Sub Agency and (acronym).]" , (assigned as Lead Agency, Record # "[Click here and type LRN for Sub Agency.]" , and the New Mexico "[Click here and type Sub Agency and (acronym).]" , (assigned as Sub-Agency, Record # "[Click here and type LRN for Sub Agency.]" , hereinafter referred to as the ("Parties").

1. PURPOSE:

The Tenant Agreement sets forth requirements of the Lead Agency, Sub-Agency, and if applicable, the for-profit contractor/subcontractor or private non-profit organization employed by the New Mexico Executive Agency/Sub-Agency assigned to, and associated with the operation, day-to-day maintenance, preventative maintenance and overall occupancy of the assigned state-owned building(s) and land(s).

- A. **Lead Agency:** The Lead Agency is a State of New Mexico Executive Agency, under the authority of the Facilities Management Division, and is assigned and designated by FMD as Lead Agency of assigned state-owned building(s) and grounds or real property under FMD's jurisdiction.
- B. **Sub-Agency:** The Sub-Agency is a State of New Mexico Executive Agency, under the authority of the Facilities Management Division, and is assigned by FMD as a subordinate agency to the Lead Agency for purposes of building use and/or occupancy within the Lead Agency's assigned state-owned building(s) and grounds or real property.
- C. **Subcontractor:** The subcontractor is a for-profit or not-for-profit organization contracted by the Lead Agency or Sub-Agency for the sole purpose of supporting the Lead Agency or Sub-Agency in its programmatic needs of the agency program or in advancement of the agency mission.

2. THE PARTIES AGREE THAT:

- A. Pursuant to NMSA 1978, §15-3B-2.E, unless expressly excepted, all State Executive Agencies are under the jurisdiction of FMD and accordingly, FMD is responsible for the buildings and land that house any State Agency program that is not specifically excepted from FMD jurisdiction. The above-mentioned Lead Agency and Sub-Agency are not excepted for purposes herein described.
- B. Pursuant to NMSA 1978, §15-3B-4. (A) (1-2); and GSD Rule 1.5.24 NMAC, FMD shall assign the use or occupancy of state-owned buildings and land to the state agency or political subdivision that may make the best and highest beneficial use of the property; and regulate the use or occupancy, and make reasonable requirements for the continued use or occupancy of assigned state-owned buildings and land under its jurisdiction.

C. Assignment of state-owned buildings and land (hereafter referred to as "Premises"); and designation of Lead Agency, Sub-Agency, and or Contractor/Subcontractor/Business entity:

1. **Lead Agency:** "[Click here and type Lead Agency]"

Building Name and Number: "[Click here and type Building Name No.]"

Located at: "[Click here and type address, city, zip.]"

Situated in:

"[Click here and type County.]" , County NM

Facility Use:

"[Click here and type Facility Use]"

2. **Sub-Agency:** "[Click here and type Sub Agency]"

Building Name and Number: "[Click here and type Building Name No.]"

Located at: "[Click here and type address, city, zip.]"

Situated in:

"[Click here and type County.]" , NM

Facility Use:

"[Click here and type Facility Use]"

3. **Contractor/Subcontractor or Business Entity: Not Applicable**

Building Name and Number: "[Click here and type Building Name No.]"

Located at: "[Click here and type address, city, zip.]"

Situated in:

"[Click here and type County.]"

Facility Use:

"[Click here and type Facility Use]"

D. **Description of Premises:** The assigned Premises are indicated on the floor plans, drawings and legal description (if available) that are outlined in (See **Attachment A-A1**).

E. **Gross Square Footage of Premises:** _____ GSF

F. **Assigned Square Footage:**

_____ GSF to Lead Agency (___% assigned to Lead Agency);

_____ GSF to Sub-Agency (% assigned to Sub-Agency);

Not Applicable (0% assigned to Contractor/Subcontractor)

G. **Lead/Sub-Agency Budgeted FTE(s), Current Vacancies, and Temporary Position(s):**

Lead Agency

X FTE(s);

X Vacancies;

X Temporary Positions

Sub-Agency

X FTE(s)

X Vacancies

X Temporary Positions

3. **TERM:**

The Term of this Tenant Agreement shall be for a period of sixty (60) months, beginning "[Click here and type MM/DD/YY]" and expiring "[Click here and type MM/DD/YY]", and shall automatically extend under the same terms and conditions unless otherwise terminated or amended by the Parties. FMD shall notify all Parties assigned to the Premises no later than sixty (60) days prior to the end of the expiration of the then current Term of its intent to terminate or amend the Agreement.

This Tenant Agreement shall become effective when signed by the Parties assigned to the Premises and executed by signature of FMD's Director or designee.

4. REQUIREMENTS FOR THE USE/OCCUPANCY OF PREMISES (LEAD AGENCY):

- A. **Lead Agency:** The lead agency shall be responsible for securing an appropriate budget for all utilities, maintenance operations and preventative maintenance checks and services as defined herein.
- B. **Utilities:** At the Lead Agency's sole expense, Lead Agency will promptly pay all utility charges that may be incurred in connection with the use or occupancy of state-owned buildings and grounds or real property assigned.
- C. **Utility Meters:** The Lead Agency shall at its sole expense pay all costs associated with the acquisition of utility meters and utility services in connection with the use or occupancy of state-owned buildings and grounds or real property assigned.
- D. **Operations and Maintenance:** The Lead Agency shall, at its sole expense, pay for all costs associated with the operation and maintenance in connection with the use or occupancy of state-owned buildings and grounds or real property assigned. The Lead Agency shall have a preventive maintenance program in place to ensure building systems are tested and repaired or replaced according to the manufacturer's recommended intervals.
- E. **Facilities Maintenance Standards:** The Lead Agency shall, at its sole expense, keep and maintain the state-owned buildings and grounds or real property assigned and all improvements thereon in a reasonable state of repair and preservation in accordance with the applicable terms and conditions of the "Facilities Maintenance Standards," located on the GSD/FMD website at:
<https://www.generalservices.state.nm.us/facilitiesmanagement/assetleasingoverview.aspx>
- F. **Landscaping:** The Lead Agency shall, at its sole expense, maintain the landscaping of the Premises, specifically the grounds maintenance shall be maintained in a reasonable state of repair and preservation, in accordance with the applicable terms and conditions of the "Facilities Maintenance Standards." (See GSD/FMD website listed above).
- G. **Reporting/Risk Management:** The Lead Agency shall promptly report to FMD any building system deficiencies, equipment failure, or property damage. FMD must be notified within 24 hours of all incidents at (505) 400-6794 (within Santa Fe City limits); (505) 231-3973 (outside Santa Fe City limits).
- H. **Alterations to Premises:** The Lead Agency shall request changes or alterations to the existing structures or modification of the Premises, which MUST be reviewed and approved by the FMD. The Facilities Management Division has an established a

Modification Committee that is responsible for reviewing and approving all changes to state-owned property. (See **GSD/FMD Website to Access “The Facility Coordinator(s) Handbook”** for instructions).

- I. **Facility Coordinator:** The Lead Agency shall designate an individual(s), and back-up individual to serve as the Facility Coordinator. The Facility Coordinator is the Lead Agency’s and FMD’s primary point of contact when dealing with any questions or issues that may arise concerning the Agency's use of buildings and grounds or real property assigned.

5. REQUIREMENTS FOR THE USE/OCCUPANCY OF PREMISES (SUB-AGENCY):

- A. **Pro-Rata Building Operations, Maintenance Costs and Assessments:** The Sub-Agency assigned to the Premises shall be required to pay building operations and maintenance costs based upon the percentage of useable square footage assigned, and the “actual pro-rata portion” of its expense as itemized and billed by the "[Click here and type Lead Agency]" .

In addition to routine, day-to-day operations and maintenance costs, the Sub-Agency shall be required to pay their percentage (pro-rata share) of the Building Assessments, (i.e., additional equipment repairs, building and grounds repairs, etc...) to the Lead Agency on a quarterly basis, as billed."

- B. **Reimbursement to Lead Agency of Pro-Rata Building Operation and Maintenance Costs:** Within 30 days of receipt, the "[Click here and type Sub Agency]" shall be required to pay their percentage (____ percent or approximately \$0000 annually), the pro-rata share of the Building Operations Costs to "[Click here and type Lead Agency]" , on a quarterly basis (or other mutually agreed upon time basis, i.e., monthly, annually, etc...), as billed by "[Click here and type Lead Agency]" . (See **Attachment B** Itemization of Annual Operations and Maintenance Costs).

- C. **Transfer of Funds:** The Sub-Agency will transfer funds to the "[Click here and type Lead Agency]" , for Building Operations Costs and any additional Assessments, based upon the “actual pro-rata portion (____ percent)” of its expense statement billed by the Lead-Agency, to the Sub-Agency within 30 days of receipt of the annual/quarterly/or monthly Operations and Maintenance/Assessment(s) Reimbursement Statement.

6. REQUIREMENTS FOR THE CONTRACTOR/SUBCONTRACTOR:

- A. **Programmatic Support:** The Contractor/Subcontractor supports the Lead Agency or Sub-Agency with the programmatic needs of the agency program in advancement of the agency/sub-agency mission.
- B. **Collaborative Sharing Agreements:** All collaborative sharing agreements between the Contractor/Subcontractor and the Lead Agency and/or Sub-Agency shall be reviewed and approved by the Facilities Management Division.

7. FMD SHALL:

- A. **Function as Owner:** The Facilities Management Division shall function as owner and be the primary interface between the Lead Agency and Sub-Agency. FMD shall make reasonable requirements for the continued use or occupancy of assigned state-owned buildings and land under its jurisdiction.
- B. **Technical Assistance:** Provide the Lead Agency or Sub-Agency with technical assistance in compliance with NMSA 1978, §15-3B; and GSD/FMD Property Control [Rule 1.5.24 NMAC].
- C. **Property Management Oversight:** Provide the Lead Agency and Sub-Agency with Property Management oversight and where available professional services or consultation in the management of assigned use or occupancy of state-owned buildings and land.

8. TERMS AND CONDITIONS:

- A. The Lead Agency, Sub-Agency, and if applicable, the for-profit contractor/subcontractor or private non-profit organization employed by the New Mexico Executive Agency/Sub-Agency agree to abide by all federal and state laws and rules and regulation and any executive order of the Governor of the State of New Mexico pertaining to equal employment opportunity in the performance of services contemplated under this TA. In accordance with such laws, all parties agree to ensure that no person shall, on the grounds of race, religion, color, national origin ancestry, sex, age or handicap, be excluded from employment with or participation in, be otherwise subjected to discrimination under any program or activity performed under this TA.
- B. **Condition of Premises:** The Lead Agency's Facility Coordinator and FMD representative have made an on-site inspection of the state-owned buildings and grounds or real property assigned and know the condition of said Premises and hereby accepts the assigned state-owned building(s) and grounds or real property in its present "as is" condition.
- C. **Inspection:** FMD will be permitted to come upon the Premises at all reasonable times in order to inspect the condition, use, safety or security of the Premises and any improvement thereon.

9. AMENDMENT:

This TA shall not be altered, changed, or amended except by instrument in writing executed by the Parties.

10. ASSIGNMENT/SUBLEASE:

The Lead Agency or Sub Agency shall not assign or sublease any portion of the premises without prior written approval from the Facilities Management Division (FMD).

11. SEVERABILITY:

This TA incorporates all agreements, covenants, and understandings between the parties concerning the use or occupancy of state-owned buildings and land and all such agreements and understandings

have been merged into this written TA. No prior TA or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless included in this TA.

12. LIABILITY:

Any liability incurred in connection with this TA is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30, as amended. No provision of this TA establishes any waiver of immunity from liability for alleged tortious conduct of any employee of FMD or The Lead Agency, Sub-Agency, and if applicable, the for-profit contractor/subcontractor or private non-profit organization employed by the New Mexico Executive Agency/Sub-Agency arising from the performance of this TA apart from that set forth in the New Mexico Tort Claims Act.

13. TERMINATION:

This agreement may not be terminated without written approval of the Parties. Any party wishing to terminate shall provide FMD ninety (90) days written notice of intent to vacate.

14. NOTICES, REPRESENTATIVES OF THE PARTIES:

Any notice required to be given to the parties by this TA shall be in writing and shall be delivered in person, by courier service or by U.S. Mail, either first class or certified, return receipt requested, postage prepaid, as follows. The parties hereby designate the individuals named below as their representative responsible for overall administration of this TA.

To: Facilities Management Division of the General Services Department (FMD)

Name: [Cheri Lujan, Real Property Manager](#)
Address: [2542 Cerrillos Road, Santa Fe, NM 87505](#)
Phone Number: [\(505\) 690-1484](#)
Email Address: Cheri.Lujan@state.nm.us

To: Facility Coordinator (Lead Agency):

Name: "[\[Click here and type FC \(Individual\) Name.\]](#)"
Address: "[\[Click here and type address, city, zip.\]](#)"
Phone Number: "[\[Click here and type No.\]](#)"
Email Address "[\[Click here and type Email.\]](#)"

To Facility Coordinator (Sub-Agency):

Name: "[\[Click here and type FC \(Individual\) Name.\]](#)"
Address: "[\[Click here and type address, city, zip.\]](#)"
Phone Number: "[\[Click here and type No.\]](#)"
Email Address "[\[Click here and type Email.\]](#)"

To "[\[Click here and type Sub Contractor or N/A.\]](#)"

Name: "[\[Click here and type FC \(Individual\) Name.\]](#)"
Address: "[\[Click here and type address, city, zip.\]](#)"
Phone Number: "[\[Click here and type No.\]](#)"

Email Address "[Click here and type Email.]"

WITNESS WHEREOF, the parties hereto have executed this TA as of the date indicated below:

Lead Agency: "[Click here and type Lead Agency and (acronym).]"

By: _____ Date: _____
"[Click here and type Secretary or Designee Name.]"

Sub Agency: "[Click here and type Lead Agency and (acronym).]"

By: _____ Date: _____
"[Click here and type Secretary or Designee Name.]"

FACILITIES MANAGEMENT DIVISION of the GENERAL SERVICES DEPARTMENT:

By: _____ Date: _____
Anna Silva, Division Director or Designee

Attachment A

State of New Mexico Facilities Management Division Maps, Additional Buildings & Floor Plans

Attachment B

State of New Mexico Facilities Management Division Itemization of Annual Operations and Maintenance Costs

["\[Click here and Enter Leads O & M Spread Sheet\]"](#)

["\[Click here and type Lead Agency\]"](#) **Forecasted Annual Operations and Maintenance Cost**

\$00,000.00 (Annually)

Amount based on ___ Percent of ["\[Click here and type Lead Agency acronym.\]"](#) FY- ___ Itemization of
Operations and Maintenance Costs (Actuals)

(["\[Click here and type Agencies acronyms.\]"](#) X ["\[Click here and type Annaul O & M Amount.\]"](#) =000000

USE THIS FOR SANTA FE (GSD LEAD)

Attachment B

**Facility Coordinator ensures the Premises are managed in accordance with FMD
Policy and Procedures, to include but not limited to:**

- NMAC 1.5.24 Conduct on and Use of State Property
 - The Dee Johnson Clean Indoor Air Act
- Camera Policy
 - Applies only to Santa Fe buildings
- Loss Prevention & Control Policy
- Safety Policy

ELECTRONIC COPIES MAY BE OBTAINED ON-LINE at:

www.generalservices.state.nm.us/facilitiesmanagement/Forms_and_References.aspx