

**MEMORANDUM OF AGREEMENT
BETWEEN
UNM GALLUP
AND UNIVERSITY OF NEW MEXICO EARLY CHILDHOOD SERVICES CENTER
FOR ASSIGNMENT OF SPACE**

This Memorandum of Agreement (“MOA”) is effective as of March 1, 2018, by the Regents of the University of New Mexico, Gallup Branch, a body corporate of the State of New Mexico, as Landlord, and University of New Mexico Early Childhood Services Center (“UNM ECSC”) as Occupant.

I. RECITALS:

- A. The University is the owner of improved real property known as Early Childhood and Family Center (ECFC)/ Physical Plant building located at 705 Gurley Ave., Gallup, NM 87301 (the “Building”).
- B. Landlord desires to make available space within the Building for units of the University exhibiting need for space, with an understanding and recognition by the parties of the financial obligation and responsibilities assumed by Landlord as the owner of the Building.
- C. Occupant is desirous of occupying space within the Building under the terms of this Agreement as set forth herein, and subject to the approval of the Chief Executive Officer of the UNM Gallup Branch.

II. ASSIGNMENT OF SPACE: UNM ECSC will occupy 1,814 gross square feet (the “Premises”) for Rooms 100, 103, 104, 104A, 105, 106, 107, 109, 114, and 129 in the Early Childhood and Family Center (ECFC) building, UNM Gallup Campus, located at 705 Gurley Ave., Gallup, NM 87301.

- A. Assigned space will be provided to Occupant at a rate of \$10.00 per square foot

III. RESPONSIBILITIES OF LANDLORD:

- A. UTILITIES, BUILDING SERVICES AND MAINTNENACE: In consideration of the monthly rent paid by Occupant hereunder, as well as other good and valuable consideration pursuant to the agreement, Landlord agrees to obtain and pay, at no cost to Occupant, all building operating expenses such as utilities, grounds maintenance, custodial, janitorial, insurance (except for Occupant’s personal property), and real property taxes and assessments. Landlord also agrees to be responsible for building maintenance, including the building exterior (roof, glass, grounds and parking lots), building interior and building HVAC, electrical and plumbing systems, at no cost to Occupant.
- B. PROPERTY MANAGEMENT: Property management is the responsibility of the University of New Mexico – Gallup, Physical Plant & Facilities department.

- C. PARKING: Occupant shall be entitled to the non-exclusive use of parking spaces in front of the Building. All parking spaces shall be undesignated and unreserved except covered parking spaces.
- D. TELEPHONE AND INTERNET: Landlord will provide, in kind, telephone, fax, and Occupant will be responsible for any long distance and additional related services as applicable. Internet service shall be made available in the Building using the current UNM Gallup campus wide internet infrastructure. Other IT needs regarding networking, desktop support, and printing will be provided by ECSC through an established agreement with UNM IT Shared Services on Main Campus.
- E. ACCESS TO SPACE: Occupant shall be granted access to the Building 24 hours a day, 7 days a week. All six (6) Gallup Hub consultants will require key access.

IV. RESPONSIBILITIES OF OCCUPANT:

- A. Occupant agrees, without written notice, to pay monthly rent to Landlord the amount of Eighteen Thousand One Hundred Forty Dollars (\$18,140.00) through the use of an internal Journal Voucher from Occupant to Landlord for lease agreement where Landlord makes a monthly Journal Entry for the collection of rent no later than the first day of each month of the Term. Partial months shall be prorated.
- B. Occupant agrees to use the Premises for University related purposes of general office space, copy center and material storage use as applicable.
- C. DAMAGE TO PREMISES, BUILDING OR PROPERTY: Occupant agrees to be responsible for the cost associated with any repairs for damage (other than ordinary wear and tear) to the Premises, the Building or the Property caused by Occupant's negligence or willful act.
- D. ALTERATIONS AND MODIFICATIONS: Occupant shall not install any improvements nor make any modifications or alterations to the Premises whatsoever without prior written approval of the Landlord. Upon expiration or early termination of this Occupancy Agreement, Occupant shall remove its personal property and trade fixtures, provided same can be removed without damage to the Premises.
- E. As applicable, Occupant shall be responsible for all furniture, fixtures and furnishings and relocation expenses.
- F. Occupant is responsible for obtaining, at Landlord's expense, all keys, security access cards or codes to the Building and Premises through the UNM Gallup Lock Shop. In the event of an actual or suspected breach of access security by Occupant, as determined by Landlord at its sole discretion, or upon the request of Occupant, Landlord may take such action as it deems necessary to secure the Premises and the Building and may charge as it deems necessary to secure the Premises and the

Building and may charge Occupant for its prorated share (based on occupancy) for the cost of same.

V. TERM AND TERMINATION:

- A. This License will be in effect from March 1, 2018, on a month-to-month occupancy basis.
- B. Either party may terminate this license at any time upon 60 days advance written notice of termination.

VI. POSSESSION: Occupant is currently in possession of the entire Premises, delivered by Landlord and possessed by Occupant on March 1, 2018.

VII. NOTICES: Notices shall be made in writing to the following addresses:

Landlord: UNM Gallup Branch
Attn: Dr. James Malm - Chief Executive Officer
705 Gurley Ave.
Gallup, NM 87301
(505) 863-7500

Occupant: UNM Early Childhood Services Center
Attn: Rita McGrath – Gallup Hub, Regional Manager
1634 University Blvd. NE
MSC07 4030
Albuquerque, NM 87131
(505) 814-8841

VII. MODIFICATIONS: This MOA may be amended upon written consent of the parties. Each party will consider in good faith modifications presented for consideration by the other party and will not unreasonably withhold consent to the proposed modification.

Agreed and acknowledged by the parties indicated below as of this 26th day of February, 2018.

**THE UNIVERSITY OF NEW MEXICO
UNM GALLUP BRANCH**

DocuSigned by:
James Richard Malm 2/27/2018
By 4C227956893F4FE...
Dr. James Malm
Chief Executive Officer

UNM EARLY CHILDHOOD SERVICES CENTER

DocuSigned by:
Rita McGrath 2/28/2018
By 96978484B0474A2...
Rita McGrath
Gallup Hub, Regional Manager

**THE UNIVERSITY OF NEW MEXICO
PURCHASING DEPARTMENT**

DocuSigned by:
Bruce Cherrin 2/28/2018
By 0A837BB66573A4D2...
Bruce Cherrin
Chief Procurement Officer