



**NEW MEXICO STATE UNIVERSITY BOARD OF REGENTS
REGULAR MEETING
June 28, 2024 at 1:30 PM**

Doña Ana Community College, East Mesa Campus
DAEM Building, Room 205/207 (Board Room)
2800 N. Sonoma Ranch Blvd, Las Cruces, NM 88011
and livestreamed for public viewing at <https://regents.nmsu.edu/regent-meetings/>.

Regents of New Mexico State University

Chair Ammu Devasthali, Vice Chair Christopher Saucedo, Secretary/Treasurer Garrett Moseley, Dina Chacón-Reitzel, Deborah Romero

Non-Voting Advisory Members - ASNMSU President Ala Alhalholy, Faculty Senate Chair Vimal Chaitanya, Ph.D., Employee Council Chair Donna Johnson

University Officials - Interim President Mónica Torres, Ph.D., Interim Provost Lakshmi Reddi, Ph.D., General Counsel Lisa Henderson, J.D.

AGENDA

A. Call to Order, Chairwoman Ammu Devasthali

Pledge of Allegiance

1. Introduction of the Media and Elected Officials, Associate Vice President Justin Bannister

2. Introductions

a) **Interim NMSU System Chancellor Andy Burke, Interim President Mónica Torres**

3. Confirmation of Quorum, Chairwoman Ammu Devasthali

B. Approval of the Agenda, Chairwoman Ammu Devasthali

C. Approval of Minutes and Confirmation of Prior Closed Session

1. Special Meeting on April 29, 2024

2. Special Meeting on May 9, 2024

3. Confirmation of Prior Closed Executive Session June 28, 2024

D. Informational Items, Chairwoman Ammu Devasthali

1. University Art Museum Strategic Plan, University Art Museum Director Marisa Sage

2. Facilities Condition Assessment, Gili Lipman (Gordian)

3. Summary of Revisions to the Administrative Rules and Procedures of NMSU (ARP) for the period January 1, 2024 – June 30, 2024, University Policy Administrator Ermelinda Quintela

E. Regent Committee Reports

- 1. Real Estate Committee Report, *Regent Dina Chacón-Reitzel***
- 2. Audit and Risk Committee Report, *Regent Ammu Devasthali***
- 3. Financial Strategies, Performance and Budget Committee Report, *Regent Deborah Romero***
- 4. Student Success Committee Report, *Regent Christopher Saucedo***

F. Affiliated Entity Reports

- 1. NMSU Foundation Inc. Report, *CEO Sylvia Y. Acosta***
- 2. Arrowhead Center Inc. Report, *Director & CEO Kathryn Hansen***
- 3. Aggie Development Inc. Report, *CEO Scott Eschenbrenner***

G. Advisory Member Reports

- 1. Associated Students of NMSU Report, *President Ala Alhalholy***
- 2. NMSU Faculty Senate Report, *Chair Vimal Chaitanya***
- 3. NMSU Employee Council Report, *Chair Donna Johnson***

H. Public Comment, *Associate Vice President Justin Bannister*

I. Consent Items, *Chairwoman Ammu Devasthali*

- 1. Inter-governmental Service Agreement Between the New Mexico Department of Public Safety and New Mexico State University, *Chief Andrew Bowen***
- 2. Inter-governmental Service Agreement Between the City of Anthony Police Department and New Mexico State University, *Chief Andrew Bowen***
- 3. Posthumous Honorary Degree, *Provost Lakshmi Reddi***
- 4. Board of Regents Bylaw and Committee Charter Revisions, *General Counsel Lisa Henderson***
- 5. El Paso Electric Utility Easement at Arrowhead Research Park, *Special Assistant to the President Scott Eschenbrenner***
- 6. Physical Science Laboratory (PSL) – Hanger Lease Agreement with the City of Las Cruces, *Special Assistant to the President Scott Eschenbrenner***
- 7. Operating Agreement between the Regents of New Mexico State University and Doña Ana Community College, *Interim System Chancellor Andy Burke***
- 8. Operating Agreement between the Regents of New Mexico State University and NMSU Alamogordo Community College, *Interim System Chancellor Andy Burke***
- 9. Operating Agreement between the Regents of New Mexico State University and NMSU Grants Community College, *Interim System Chancellor Andy Burke***
- 10. Disposition/Deletion of Property, *Interim Vice President D’Anne Stuart***

J. **Action Items**, *Chairwoman Ammu Devasthali*

1. **Soundstage Development Agreement by and between the Regents of New Mexico State University (NMSU), Arrowhead Center, Inc. (ACI), and the State of New Mexico Economic Development Department (NMEDD)**, *Kathryn Hansen, Wayne Savage*
2. **Memorandum of Proposed Terms between Regents of New Mexico State University (NMSU) and Arrowhead Center, Inc. (ACI)**, *Kathryn Hansen, Wayne Savage*
3. **Course Fee Request: ACOM**, *Professor Steve Frazee*

K. **Report from the New Mexico Department of Agriculture to the Regents of New Mexico State University (Board of Agriculture)**, *Cabinet Secretary & Director Jeff Witte*

L. **NMSU System Report**, *Interim President Mónica Torres*

M. **Announcements and Comments**, *Chairwoman Ammu Devasthali*

1. **Good News for NMSU!**

N. **Adjournment**, *Chairwoman Ammu Devasthali*



Board of Regents Meeting
Meeting Date: June 28, 2024
Agenda Item Cover Page

Agenda Item # C-1

- Action Item
- Consent Item
- Informational Item

Presented By: Garrett Moseley
Secretary/Treasurer,
Board of Regents

Agenda Item: Special Meeting Minutes April 29, 2024

Requested Action of the Board of Regents: Approval of the Special Meeting Minutes for April 29, 2024 as presented.

Executive Summary:

As required by the New Mexico Open Meetings Act, the board shall keep written minutes of all its meetings. The minutes shall include at a minimum the date, time and place of the meeting, the names of members in attendance and those absent, the substance of the proposals considered and a record of any decisions and votes taken that show how each member voted. All minutes are open to public inspection. Draft minutes shall be prepared within ten working days after the meeting and shall be approved, amended or disapproved at the next meeting where a quorum is present. Minutes shall not become official until approved by the board.

References:

NM Open Meetings Act §10-15-1 G.

Prior Approvals:

N/A



**NEW MEXICO STATE UNIVERSITY BOARD OF REGENTS
SPECIAL MEETING
April 29, 2024, at 1:00 PM**

Live Webcast at the following address: <https://nmsu.zoom.us/j/86113549267>

Regents of New Mexico State University

Chair Ammu Devasthali, Vice Chair Christopher T. Saucedo, Secretary/Treasurer Garrett Moseley, Dina Chacón-Reitzel, Deborah Romero

Non-Voting Advisory Members - ASNMSU President Citlalli Benitez, Faculty Senate Chair Gaylene Fasenko, Ph.D., Employee Council Chair Donna Johnson

University Officials - Interim President Jay Gogue, Ph.D., Interim Provost Lakshmi Reddi, Ph.D., General Counsel Lisa Henderson, J.D.

Minutes

A. Call to Order

Chairwoman Devasthali called the meeting to order at 1:01 p.m.

1. Confirmation of Quorum, Chairwoman Ammu Devasthali

Chief of Staff Adam Cavotta confirmed the Quorum.

Donna Johnson, Regent Romero and Dina Chacón-Reitzel were online.

2. Approval of the Agenda, Chairwoman Ammu Devasthali

Regent Saucedo made a motion to approve the agenda as is.

Regent Moseley seconded the motion.

A roll call vote was conducted:

Regent Chacón-Reitzel voted yes.

Regent Moseley voted yes.

Regent Saucedo voted yes.

Regent Devasthali voted yes.

That is five votes in favor, motion carried to approve the agenda.

B. Consent Items

Regent Chacón-Reitzel made a motion to approve the consent items as amended.

Regent Moseley seconded the motion.

Role call vote was conducted:

Regent Chacón-Reitzel voted yes.

Regent Moseley voted yes.

Regent Saucedo voted yes.

Regent Devasthali voted yes.

Five votes in favor, motion carried to approve the consent items as amended.

1. **New Mexico Farm and Ranch Heritage Museum Lease Amendment**, *Special Assistant to the President Scott Eschenbrenner*
2. **Artesia Agricultural Science Center - Office Replacement**, *Associate Vice President for Facilities and Services Raghu Raghavan*
3. **Farmington Agricultural Science Center - Shop Renovation**, *Associate Vice President for Facilities and Services Raghu Raghavan*
4. **Agricultural Science Centers - Statewide Housing Units**, *Associate Vice President for Facilities and Services Raghu Raghavan*
5. **Tucumcari Agricultural Science Center - Shop and Storage Replacement**, *Associate Vice President for Facilities and Services Raghu Raghavan*
6. **Corona Agricultural Science Center - North Camp Barn Replacement**, *Associate Vice President for Facilities and Services Raghu Raghavan*
7. **Campus-Wide Insurance Claim Repairs**, *Associate Vice President for Facilities and Services Raghu Raghavan*
8. **Corbett Center Student Union - Chick-Fil-A Refresh**, *Associate Vice President for Facilities and Services Raghu Raghavan*
9. **O'Donnell Hall Expansion and Health & Social Services Operating Room Simulation Lab**, *Associate Vice President for Facilities and Services Raghu Raghavan*
10. **Disposition/Deletion of Property**, *Interim Vice President for Administration and Finance D'Anne Stuart*

C. Action Items

Chief Budget Officer Kim Rumford presented the Operating Budget to the board for approval to submit to the state.

1. **Fiscal Year 2024-2025 Operating Budget Submission to NM Higher Education Department**, *Chief Budget Officer Kim Rumford*

Chief Budget Officer Kim Rumford presented the Operating Budget to the board for approval to submit to the state.

Regent Romero made a motion to approve the Operating Budget for FY 2024-2025.

Regent Chacón-Reitzel seconded the motion.

A roll call vote was conducted:

Regent Chacón-Reitzel voted yes.

Regent Moseley voted yes.

Regent Saucedo voted yes.

Regent Devasthali voted yes.

Five votes in favor, motion carried to approve the Operating Budget for FY 2024-2025.

2. **Fiscal Year 2023-2024 Budget Adjustment Requests to NM Higher Education Department**, *Chief Budget Officer Kim Rumford*

Chief Budget Officer Kim Rumford presented the Budget Adjustment Request for FY2023-2024 to the board for approval.

Regent Romero made a motion to approve the Budget Adjustment Request for FY2023-2024.

Regent Moseley seconded the motion.

A roll call vote was conducted:

Regent Chacón-Reitzel voted yes.

Regent Moseley voted yes.

Regent Saucedo voted yes.

Regent Devasthali voted yes.

Five votes in favor, motion carried to approve the FY 2023-2024 Budget Adjustment Request to NM Higher Education Department.

D. Informational Items

1. None.

E. Announcements and Comments, Chairwoman Ammu Devasthali

Regent Devasthali reiterated that Dr. Monica Torres will be our new Interim President for NMSU and her first day in the role will be on May 1, 2024.

F. Adjournment, Chairwoman Ammu Devasthali

Regent Moseley made a motion to adjourn.

Regent Saucedo seconded the motion, all were in favor, motion carried.

The meeting was adjourned at 1:18 p.m.



Board of Regents Meeting
Meeting Date: June 28, 2024
Agenda Item Cover Page

Agenda Item # C-2

- Action Item
- Consent Item
- Informational Item

Presented By: Garrett Moseley
Secretary/Treasurer,
Board of Regents

Agenda Item: Special Meeting Minutes May 9, 2024

Requested Action of the Board of Regents: Approval of the Special Meeting Minutes for May 9, 2024 as presented.

Executive Summary:

As required by the New Mexico Open Meetings Act, the board shall keep written minutes of all its meetings. The minutes shall include at a minimum the date, time and place of the meeting, the names of members in attendance and those absent, the substance of the proposals considered and a record of any decisions and votes taken that show how each member voted. All minutes are open to public inspection. Draft minutes shall be prepared within ten working days after the meeting and shall be approved, amended or disapproved at the next meeting where a quorum is present. Minutes shall not become official until approved by the board.

References:

NM Open Meetings Act §10-15-1 G.

Prior Approvals:

N/A



**NEW MEXICO STATE UNIVERSITY BOARD OF REGENTS
SPECIAL MEETING
May 9, 2024, at 10:00 AM**

The meeting will be held online at the following address:
<https://nmsu.zoom.us/j/81547872302>

Regents of New Mexico State University

Chair Ammu Devasthali, Vice Chair Christopher T. Saucedo, Secretary/Treasurer Garrett Moseley, Dina Chacón-Reitzel, Deborah Romero

Non-Voting Advisory Members - ASNMSU President Citlalli Benitez, Faculty Senate Chair Gaylene Fasenko, Ph.D., Employee Council Chair Donna Johnson

University Officials - Interim President Mónica Torres, Ph.D., Interim Provost Lakshmi Reddi, Ph.D., General Counsel Lisa Henderson, J.D.

Minutes

A. Call to Order, Chairwoman Ammu Devasthali

Chairwoman Devasthali called the May 9, 2024 special meeting to order at 10:01 a.m.

1. Confirmation of Quorum, Chairwoman Ammu Devasthali

Chief of Staff Adam Cavotta confirmed the quorum by first calling on the regents and asking them to state "present," for the record.

Regent Romero stated present.

Regent Chacón-Reitzel stated present.

Regent Moseley stated present.

Regent Saucedo stated present.

Regent Devasthali stated present.

Employee Council Chair Johnson stated present.

Faculty Senate Chair Fasenko stated present.

ASNMSU President Benitez stated present.

General Counsel Henderson stated present.

Interim Provost Reddi stated present.

Chief of Staff Adam Cavotta stated that the roll call was done, and the quorum is confirmed.

2. Introduction of Interim President Mónica Torres, Chairwoman Ammu Devasthali

Chairwoman Devasthali introduced and welcomed Interim President Monica Torres who was selected as interim president of the NMSU System by the board of Regents on March 28, 2024, and her first day in this position was May 1, 2024.

Chairwoman Devasthali, “Monica Torres earned her bachelor’s and master’s degrees in English from New Mexico State University, before obtaining her Ph.D. in American Studies from the University of New Mexico.

Dr. Torres worked in higher education for almost forty years, beginning as a composition instructor. Since then she has been a faculty member and our academic administrator at four universities and three community colleges in New Mexico, Minnesota, and Illinois. Dr. Torres has been at Doña Ana community College for eleven years, first as Vice President for Academic Affairs and since 2018 as President. Dr. Torres has engaged in community service throughout her career, that work has included serving on the Founding Boards of the Mesilla Valley Film Society, La Piñon, and Engage New Mexico. She currently serves on nine boards and commissions, including The Greater Las Cruces Chamber of Commerce, The Bridge of Southern New Mexico, Miveda, and the Burrelle College of Osteopathic Medicine. President Torres, thank you for taking up the call to be our interim President and for your ardent support of the NMSU system. Please join me in welcoming Dr. Torres to her new role as Interim President of New Mexico State University. “

3. Introduction of Faculty Senate Chair Elect Vimal Chaitanya, Chair Gaylene Fassenko

Faculty Senate Chair Galene Fassenko, “It is my pleasure and privilege to introduce to you incoming Faculty Senate Chair Dr. Vimal Chaitanya. Dr. Chaitanya is a professor in the Mechanical and Aerospace Engineering Department in the college of Engineering. Prior to joining New Mexico State University, he worked for a year at National Bureau of Standards and then joined the University of Central Florida where he did some fantastic work. He established a state recognized Center of Excellence in Advanced Materials, Processing and Analysis; this also included developing a new master’s and doctoral degree program in materials and science engineering. In 2006, Dr. Chaitanya joined NMSU as the Vice President for Research Graduate Studies and International Programs. During this ten-and-a-half-year period the research and development expenditures at NMSU averaged about 142.5 million dollars. As a professor in the Mechanical and Aerospace Engineering Department, Dr. Chaitanya introduced and taught four new courses including undergrad and graduate courses and serves as the P&T Committee chair. Dr. Chaitanya is currently serving as Director of Manufacturing Systems and research programs for the College of Engineering. He also serves as the Program Director of Plutonium Workforce Development for the National Nuclear Security Administration, and this includes ten New Mexico educational institutions. Cherokee to China has an undergraduate degree in mechanical engineering from India, a master’s in bioengineering from Clemson and a Ph.D. in Materials, Science and Engineering from the John Hopkins University. I have worked with Dr. Chaitanya over the last year as Vice Chair of Faculty Senate. He is thoughtful, and extremely smart, and he has positive intent in mind for NMSU and faculty and I know you will find him a pleasure and joy to work with, so with that I introduce Dr. Chaitanya.”

4. Introduction of ASNMSU President Elect Ala Alhalholy, President Citlalli Benitez

ASNMSU President Benitez, “Distinguished members of the Board and esteemed guests. It is with profound privilege that I introduced to you the newly elected student body president of ASNMSU, Ala Alhalholy. She is a rising senior majoring in biology, she embodies the spirit of academic excellence as a crimson scholar and aspires to pursue medical studies, post-graduation. A product of Las Cruces campus upbringing, her favorite dedication to fostering positive change with NMSU is evident through our extensive campus involvement notably as the President of the Arts and Sciences Council and as an ASNMSU Senator. Among her notable accomplishments is her pivotal contribution to neuroscience research at the Albert Einstein School of Medicine. Her remarkable achievements extend to the international stage as she is slated to present her

research at the FENS 2024 Conference in Europe this summer. Having had the opportunity to know Ala as a colleague, a friend, and even at times as a foe, I am confident that she will achieve great lengths in her new role in representing the students. I would like to personally extend the best wishes for her in her tenure as student body President and I eagerly anticipate witnessing the positive impact that she will undoubtedly make within our university campus. The association and the student body are in great hands. Please join me in giving President Ala Alhalholy a warm welcome and the biggest congratulations.

B. Approval of the Agenda, Chairwoman Ammu Devasthali

Regent Chacón-Reitzel requested that C.5 on the agenda, be removed prior to approval.

Regent Chacón-Reitzel made a motion to approve the agenda as amended.

Regent Moseley seconded the motion.

Chief of Staff Adam Cavotta conducted a roll call vote:

Regent Romero voted yes.

Regent Chacón-Reitzel voted yes.

Regent Moseley voted yes.

Regent Saucedo voted yes.

Regent Devasthali voted yes.

Five votes in favor, motion carries and the agenda as been approved as amended.

C. Awards and Recognitions

1. Proclamation Recognizing the Service of Interim President Jay Gogue, Chairwoman Ammu Devasthali

Jay Gogue

WHEREAS, George “Jay” Gogue concluded his appointment as the Interim President of the New Mexico State University system on April 30, 2024; and

WHEREAS, Dr. Gogue was selected as interim President on April 7, 2023 after having previously served as New Mexico State University’s president from 2000 to 2003; and

WHEREAS, Dr. Gogue has had a long and distinguished career serving as President and Chancellor of the University of Houston system from 2003 to 2007; and as president of Auburn University from 2007 to 2017, and again from 2019 to 2020; and

WHEREAS, during his time at Auburn, that university continued to assert its status as the premier land-, sea- and space-grant university through research, academic rigor and national recognition; and

WHEREAS, he served as Provost at Utah State University from 1995 to 2000, Vice President for Research at Clemson University from 1986 to 1995, and Vice President for Agriculture and Natural Resources at Clemson University from 1993 to 1995; and

WHEREAS, Dr. Gogue started his professional career as a research scientist with the National Park Service, and served in

the United States Army and Army Reserve; and

WHEREAS, Dr. Gogue has a Ph.D. in horticulture from Michigan State University, and a BS and MS in horticulture from Auburn; and

WHEREAS, the Board of Regents recognizes the commitment, dedication, and spirit of service of Dr. Gogue and his wife Susie Gogue in bringing all of their talents and experience to bear for the benefit of our beloved Aggies; and

WHEREAS, Dr. Gogue clearly demonstrated that he liked to lead winning institutions, when New Mexico State University defeated Auburn University at Auburn, on November 18, 2023 bringing great pride to New Mexico State University; and

WHEREAS, Dr. Gogue freely shared his wisdom, including management tips for education careers and his core values and principles which helped to guide the administration through uncertain times; and

WHEREAS, Dr. Gogue consistently, clearly, and eagerly promoted the land-grant mission and NMSU's pivotal role in fulfilling that mission as the state of New Mexico's land-grant university; and

WHEREAS, Board of Regents Chair Dr. Ammu Devasthali said, "President Gogue has shown great affection and dedication to NMSU by coming out of retirement to serve as interim president from April 2023 to April 2024."

NOW, THEREFORE, BE IT PROCLAIMED in official session, that the Board of Regents of New Mexico State University thanks and commends Jay Gogue for his dedicated service.

PROCLAIMED this 9th day of May 2024, at Las Cruces, New Mexico.

2. Proclamation Recognizing the Service of Faculty Senate Chair Gaylene Fasenko, Chairwoman Ammu Devasthali

Gaylene Fasenko

WHEREAS, Dr. Gaylene Fasenko, as Chair of NMSU Faculty Senate, has represented faculty with professionalism and served with distinction as an advisory member of the New Mexico State University Board of Regents from May 2022 through May 2024; and

WHEREAS, Dr. Fasenko provided stable leadership in Faculty Senate through changes of three Provosts, two Presidents, and one Chancellor; and

WHEREAS: Dr. Fasenko helped to recruit and onboard a new Faculty Senate Recording Secretary after the retirement of a long-time senate administrative assistant; and

WHEREAS, Dr. Fasenko served as a trusted advisor and mentor for Faculty who came to her for advice on a variety of career matters; and

WHEREAS, Dr. Fasenko took every opportunity to elevate the significant contributions made by faculty and staff at NMSU Las Cruces, Alamogordo Community College, Doña Ana Community College, Grants Community College campuses; and

WHEREAS: Dr. Fasenko has been a tireless advocate for increasing faculty compensation as well as leadership

opportunities at NMSU, particularly for women and faculty from underrepresented and marginalized groups; and

WHEREAS, on her own volition, Dr. Fasenko organized monthly mentoring sessions with aspiring and upcoming NMSU leaders who wanted to learn from Interim President Gogue; and

WHEREAS, Dr. Fasenko rebuilt trust between Faculty and NMSU Senior Administrative Leadership by serving as a bridge to foster respectful and transparent communication; and

WHEREAS, Dr. Fasenko has helped Faculty Senate contribute to and advance the goals of NMSU LEADS 2025; and

WHEREAS, Dr. Fasenko has led Faculty Senate with proficiency, compassion, and humility; and

WHEREAS, Interim President Jay Gogue said: "Gaylene is a consummate diplomat with tough issues and provided a voice of reason throughout the year. Dr. Fasenko has a tremendous future in higher ed leadership."

NOW, THEREFORE, BE IT PROCLAIMED in official session that the Board of Regents of New Mexico State University thanks and commends Dr. Gaylene Fasenko for her dedicated service and wishes her great success in her future endeavors.

PROCLAIMED this 9th day of May 2024, at Las Cruces, New Mexico.

3. Proclamation Recognizing the Service of ASNMSU President Citlalli Benitez, *Chairwoman Ammu Devasthali*

Citlalli Benitez

WHEREAS, Citlalli Benitez ended her term as the President of the Associated Students of New Mexico State University on April 25, 2024; and

WHEREAS, Benitez dedicated her time and service to the students at NMSU where she ensured every student's voice was heard and represented in the highest manner; and

WHEREAS, in her undergraduate journey, Benitez participated in Model United Nations where the NMSU team received national recognition, and helped sustain the College of Arts and Sciences Council during COVID-19 to where it has continued to grow today; and

WHEREAS, she was committed to advocating for the student body, working with members of ASNMSU, and having collaborative conversations with students, staff, and faculty outside of ASNMSU; and

WHEREAS, during her time in ASNMSU, she lobbied in Santa Fe as the Director of Governmental Affairs advocating for students with New Mexico legislators to fund the renovation of the NMSU Activity Center; and

WHEREAS, her dedication to the students motivated her to run as the ASNMSU President where she innovated ASNMSU and opened the doors for more student voices to be heard for future years to come; and

WHEREAS, she vocalized student voice and opinion as a member of the NMSU Presidential Search Committee; and

WHEREAS, under her leadership, along with the ASNMSU Department of Governmental Affairs, she continued to advocate the student voice in Santa Fe during the legislative session in which ASNMSU received \$2.05 million for a multi-purpose benefiting thousands of students in future generations; and

WHEREAS, she has continued boosting the level of student impact ASNMSU provides; and

WHEREAS, Benitez has left her legacy at ASNMSU and the NMSU community with her renowned mindset and innovative skills to make a positive impact on NMSU; and

WHEREAS, Interim President Jay Gogue said: "Citlalli is professional beyond her years and has the tremendous ability to 'sell' as evidenced by her work during the legislative session."

NOW, THEREFORE, BE IT PROCLAIMED in the official session, that the Board of Regents of New Mexico State University thanks and commends Citlalli Benitez for her dedicated service.

PROCLAIMED this 9th day of May 2024, at Las Cruces, New Mexico.

4. Proclamation Recognizing the Service of Employee Council Chair Susanne Berger, Chairwoman Ammu Devasthali

Susanne Berger

WHEREAS, Susanne Berger, as Chair of NMSU Employee Council, has served with distinction as an advisory member of the New Mexico State University Board of Regents from February 2022 through March 2024; and

WHEREAS, she supported the update of the Employee Council bylaws, which resulted in extending the terms of the Executive officers to 2 years, thereby facilitating continued leadership; and

WHEREAS, she is a professional and collegial leader, who treats everyone with dignity and respect; and

WHEREAS, she is deeply engaged with administration to advocate for increases in staff salaries and an improved climate which contributes to the action plans of NMSU LEADS 2025; and

WHEREAS, she served on the NMSU President Search Committee and the Provost Search Committee; and

WHEREAS, she served on many committees, such as University Naming Committee, University Administrative Council, and on numerous others while successfully representing employees' perspectives with exceptional subject matter knowledge and expertise; and

WHEREAS, she kindly and emphatically welcomed Interim President Jay Gogue, Interim President Mónica Torres, Provost Alan Shoho and Interim Provost Lakshmi Reddi to Hadley Hall on behalf of NMSU Employee Council; and

WHEREAS, she continues her work with Employee Council by remaining an active member of the Council as Past Chair; and

WHEREAS, her tireless efforts to advocate for Employee Council and all NMSU employees have consistently contributed towards the goals of the action plan NMSU LEADS 2025; and

WHEREAS, Interim President Jay Gogue said: "Susanne is extremely bright and knowledgeable of NMSU operations. She always represented staff in an objective, fair, and professional manner."

NOW, Therefore, Be It Proclaimed in official session that the Board of Regents of New Mexico State University thanks

and commends Susanne Berger for her dedicated service and wishes her great success in her future endeavors.

Proclaimed this 9th day of May 2024, at Las Cruces, New Mexico.

5. Proclamation in Honor and Memory of Palemon Martinez, Regent Dina Chacón-Reitzel

D. Minutes, Chairwoman Ammu Devasthali

1. Minutes for the Regular Meeting on March 11, 2024

Regent Moseley made a motion to approve the minutes as is for March 11, 2024

Regent Romero seconded the motion.

A role call vote was conducted.

Regent Romero voted yes.

Regent Chacón-Reitzel voted yes.

Regent Moseley voted yes.

Regent Saucedo voted yes.

Regent Devasthali voted yes.

There were five in favor and motion passed to approve the minutes from the regular meeting for March 11, 2024, have been approved as presented.

2. Minutes for the Special Meeting on March 28, 2024

Regent Moseley made a motion to approve the minutes as is for March 11, 2024

Regent Romero seconded the motion.

A roll call vote was conducted.

Regent Romero voted yes.

Regent Chacón-Reitzel voted yes.

Regent Moseley voted yes.

Regent Saucedo voted yes.

Regent Devasthali voted yes.

There were five in favor and the motion passed to approve the minutes from the special meeting minutes for March 28, 2024, have been approved as presented.

E. Higher Education Regents Coalition Report, Regent Garrett Moseley

Regent Moseley gave background information since this is a new agenda item explaining who makes up the Higher Education Regents Coalition Group. He goes on to state what the coalition supports through information sharing, collaboration strategic planning, policy development, and community outreach and that from each university, two

delegates serve on HERC. From the last meeting on April 11, 2024, they met via zoom and discussed best practices and university governance. They elected officers and Regent Moseley was elected president of HERC. Las Cruces campus will be hosting the annual HERC meeting this fall.

F. **Advisory Member Reports**

1. **Associated Students of NMSU Report, *President Citlalli Benitez***

President Benitez reported that ASNMSU had their final senate meeting where they made significant allocation to a multitude of campus organizations, one being a \$33,000 allocation to ICT for renovating one of the student labs as well as them finishing off their multitude of event such as the favorite build a bear event where they had over 300 students attend to de-stress due to finals.

2. **NMSU Faculty Senate Report, *Chair Gaylene Fassenko***

Faculty Senate Chair Gaylene Fassenko reported that there were several pieces of legislation passed but that she would just report on the Faculty Senate elections for the 2024-25 year commencing on May 16, 2024.

- **Faculty Senate Chair:** Vimal Chaitanya
- **Vice Chair:** Christopher Brown from the College of Arts and Sciences
- **Budget and Resources:** Dr. Stephen Hanson from the College of ACES.
- **Curriculum and Programming:** Dr. Gus Piña from DACC will continue.
- **University Planning:** Erik Lehnhoff from the College of ACES.
- **Diversity, Equity, and Inclusion:** Karen Kopera-Frye from HEST.
- **Student Success:** Tawny Aguirre from DACC.
- **Research and Creative Activity:** Dr. Paul Tian from the College of Arts and Sciences.

She goes on to report on efforts made during her tenure such as fostering increased communication between NMSU Leadership and Faculty Senate. She encouraged that both Faculty and leadership continue interacting with positive intent. She also encouraged that both Regent Devasthali and Chair Chaitanya continue meeting regularly, as these meetings were very productive.

She concluded by thanking the Board of Regents for their work on behalf of NMSU.

3. **NMSU Employee Council Report, *Chair Donna Johnson***

Employee Council Chair Donna Johnson reported on the events of March and April. The highlight was the Annual Founders Day event that was held on April 24, 2024, and was deemed a success. There were recognition awards, The 2024 Aggie Legend Award presented to Herb Wimberly, The A Mountain Award presented to Freddie Murrow. She goes on to mention the concern that remains on the lack of competitive salary structure which results in staff attrition as employees seek higher pay with local competitors. She stated that the Employee Council will not meet in June or July due to the summer break for many faculty members. She goes on to report that preparations are being made to begin planning in August, for the Fall 2024 Appreciation Picnic anticipated to be held October 31. Finally, preparations for the 2025 Employee Council election will commence in October and that Joyce Widner from HR has been invited to join the Employee Council meetings in hopes to facilitate discussions on the positive initiatives undertaken by the HR Department and that concluded her report.

G. **Consent Items, Chairwoman Ammu Devasthali**

Regent Romero made a motion to approve the consent items as presented.

Regent Saucedo seconded the motion.

A roll call vote was conducted.

Regent Romero voted yes.

Regent Chacón-Reitzel voted yes.

Regent Moseley voted yes.

Regent Saucedo voted yes.

Regent Devasthali voted yes.

There were five in favor and the motion passed to approve the consent items as presented.

1. Presidential Search Committee Revision, Chairwoman Ammu Devasthali

2. NMSU Honorary Degree Recipient Nominee, Interim President Mónica Torres

H. **Action Items, Chairwoman Ammu Devasthali**

1. Authorization for Conferral of Degrees and Certificates, Interim Provost Lakshmi Reddi

Interim Provost Lakshmi Reddi proceeded with requesting approval from the Board of Regents to confer degrees and certificates to name candidates listed in the spring 2024 commencement programs of the institution's four campuses. He goes on to state that conferral is contingent upon the students satisfactory completion of the courses in which they were enrolled, and meeting the requirements of the appropriate catalog and that it is further contingent upon the assumption that the content of the theses submitted by each student required to do so is original unless otherwise represented in the document. He concluded by thanking the board for the opportunity to come before the board for such a momentous occasion.

Regent Chacón-Reitzel made a motion of the authorization for the conferral of degrees and certificates for spring 2024.

Regent Moseley seconded the motion.

Before the roll call vote was conducted, each of the regents congratulated the graduates and thanked the faculty.

A roll call vote was conducted.

Regent Romero voted yes.

Regent Chacón-Reitzel voted yes.

Regent Moseley voted yes.

Regent Saucedo voted yes.

Regent Devasthali voted yes.

That's five votes in favor, the motion to authorize the conferral of degrees and certificates for spring 2024 has been approved.

I. **Informational Items**, *Chairwoman Ammu Devasthali*

1. **None.**

J. **Announcements and Comments**, *Chairwoman Ammu Devasthali*

Regent Mosely wanted to recognize Cynthia Wise and her work with Graduate Students and congratulate her and thank her for her work with NMSU.

K. **Adjournment**, *Chairwoman Ammu Devasthali*

Regent Romero made a motion to adjourn.

Regent Moseley seconded the motion.

A roll call vote was conducted.

Regent Romero voted yes.

Regent Chacón-Reitzel voted yes.

Regent Moseley voted yes.

Regent Saucedo voted yes.

Regent Devasthali voted yes.

There were five in favor and the motion passed meeting adjourned at 10:52 am.



**NEW MEXICO STATE UNIVERSITY BOARD OF REGENTS
REGULAR MEETING
June 28, 2024**

Item C-3

Confirmation of Prior Executive Session – June 28, 2024

The New Mexico State University Board of Regents held a closed meeting starting at 8:00am on Friday, June 28, 2024.

The meeting has been called to discuss pending litigation and limited personnel matters in accordance with NMSA Section 10-15-1 H(7) and NMSA Section 10-15-1 H(2) of the New Mexico Open Meetings Act.

Those board members who were present please certify that only matters of that nature were discussed.

Regent Romero ____

Regent Chacón-Reitzel ____

Regent Moseley ____

Regent Saucedo ____

Regent Devasthali ____



Board of Regents Meeting
Meeting Date: June 28, 2024
Agenda Item Cover Page

Agenda Item # D-1

- Action Item
- Consent Item
- Informational Item

Presented By: Marisa Sage
Director
University Art Museum

Agenda Item: University Art Museum Strategic Plan

Requested Action of the Board of Regents: None. Informational only.

Executive Summary:

University Art Museum (UAM) Director Marisa Sage will present the NMSU Art Museum Strategic Plan 2024. This strategic roadmap positions UAM not only as a leading institution in the region but also as a model museum for university students in the arts, bolstering our dedication to the creation of effective collaborations and reinforcing our commitment to hiring, training, and retaining arts professionals in New Mexico.

References:

Strategic Plan provided in print.

Prior Approvals:

N/A



STRATEGIC PLAN 2024

N M S U ART
MUSEUM



MISSION, VISION + VALUES

Mission

The New Mexico State University Art Museum intersects art, research, and community engaged practices to reimagine the power of our place

Vision

The University Art Museum envisions a world where art, artists, and creative expression are integral to a holistic understanding of an equitable society.

Values

The University Art Museum of NMSU staff value:

- Our place within the University, Las Cruces, and the Borderlands
- Inclusion and diversity of people, cultures, and identities
- Representation and support of marginalized artists
- Unexpected experiences with art, artists, and contemporary issues
- Mobility for every NMSU student on their educational journey
- Intentionality, compassion, and joy in our work
- Public access to explore and learn about our collections
- Mutually beneficial relationships and partnerships
- Courage and informed risk-taking
- Ethically and financially sustainable operations



HOW DID WE GET HERE?

Gail Anderson & Associates conducted 25+ interviews and work-sessions with Museum Staff, Students (past + present), Cross-Campus Faculty Reps, NMSU Museum & Collections Reps, DEAI Reps on/off Campus, Upper Admin (Including Interim President, Regents, Provost), Community Members, Donors and Granters, Community Partners, City & State Reps (Including NM DCA Secretary, Head of NM Arts, LC Mayor, and LC Quality of life)

GA&A INTERVIEW FINDINGS

UAM Strengths

- Museum Staff
- Exhibitions + programs – cutting edge
- Retablos + Contemporary art collections
- Successful grants and donor cultivations
- New facilities/ State-of-the-Art-Museum
- Innovative collaborations with artists + other museums
- Student interns and workforce pipelines strong
- UAM creating dialogue across the state
- Bringing collections online for greater access

GA&A INTERVIEW FINDINGS

Areas for UAM to Tackle

- Staffing + capacity don't align (staff maxed/burnout)
- Greater University + faculty + community engagement desired
- Parking + ease of access + wayfinding needs work

Future Financial Sustainability

- University funding for museum dramatically below standards of similar university art museums
- Majority of UAM operation on soft funding
- Grow University support and tell a better story/streamline messaging
- Need fundraising plans (Work more is Foundation/Research)

GA&A INTERVIEW FINDINGS

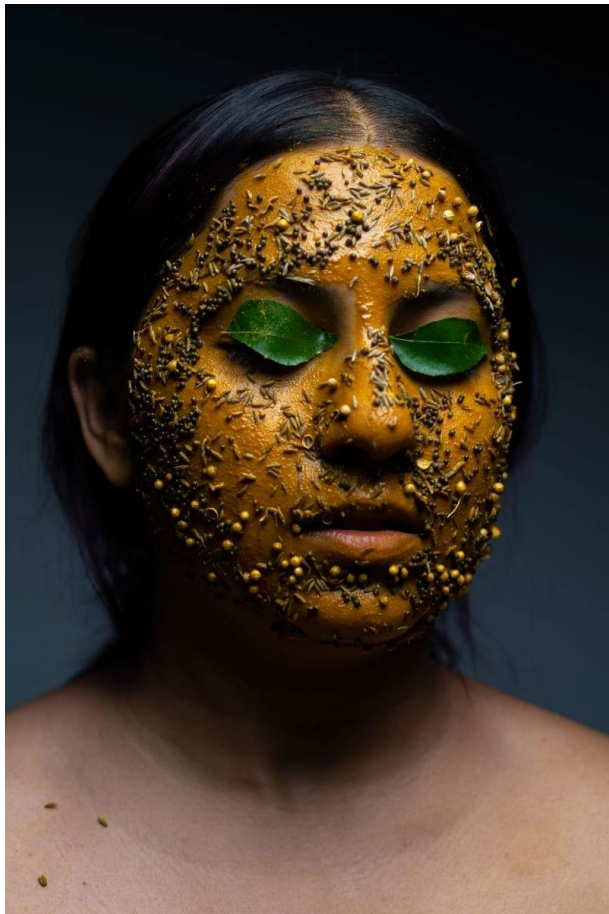
Institutional Suggestions

- Consider reporting structure of UAM within NMSU
- University support thin + salaries low+ work with leadership
- Expand use of collection for research
- All NMSU students visit museum during orientation and more student focused events

ALIGNMENT WITH NMSU GOALS



Through its strategic planning process, the University Art Museum outlined objectives, actions, and resources to align with NMSU's institutional priorities stated in the NMSU LEADS 2025 planning document and looked forward towards 2027.

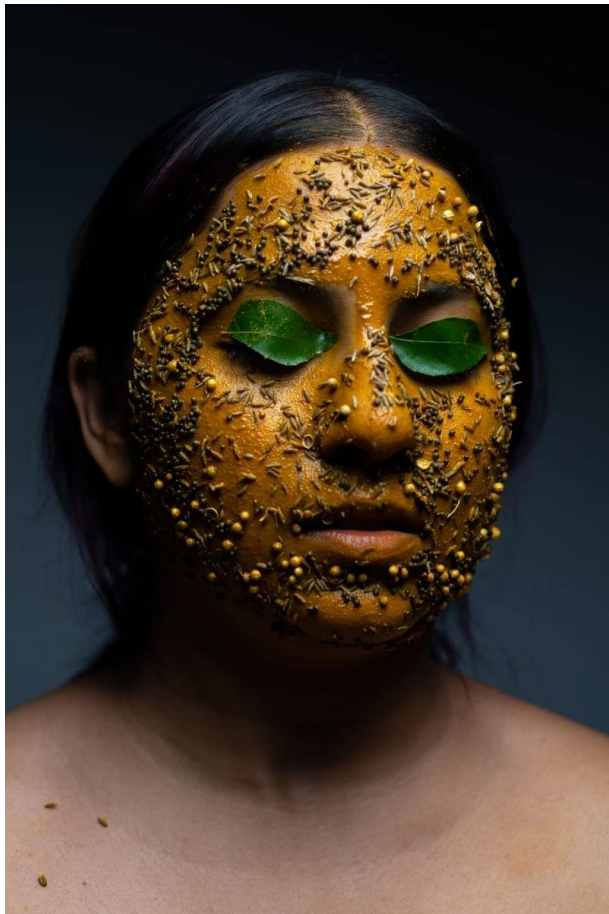


GOALS

Goal 1: Expand University + Community Engagement

Central to this plan is the enhancement of participation across NMSU in the distinctive art experiences provided by UAM. Whether it be faculty and students engaging with an exhibition or utilizing an object from the collection for an art history class, the Museum staff will persist in their efforts to achieve deeper integration into the curriculum, foster student internships, and encourage overall student involvement. The community has shown enthusiasm in their participation, and these efforts will be sustained and expanded upon. Underpinning this objective is the dedication of Museum staff to advance diversity, equity, accessibility, and inclusion (DEAI) in collaboration with NMSU LEADS 2025 Goal 6.





GOALS

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Example objectives in plan:



UAM GOAL 1 OBJECTIVE:

Aligned with LEADS GOAL: Enhance Student Success & Social Mobility & Amplify Extension and Outreach

Expand Student Opportunities:

- Promote student professional development through training, workshops, and museum standard practicums
- Create new pathways for students into regional museum positions and shape strategies to furthering partnerships with state and regional museums for professional pipelines

Shift and build balance of public offerings:

- Increase public programming with multigenerational and specifically PK-20 as a focused audience to engage





Goal 2:

Goal 2: Strengthen Financial Viability

The UAM has been a part of NMSU since the 1970s; however, it wasn't until the recent inauguration of a new, museum-quality facility that the full cost of operations became apparent. Despite having a small staff, UAM consistently produces noteworthy exhibitions and programs, garnering national recognition for their informed risk-taking and innovation. Currently, the budget relies on a modest allocation from NMSU and the Director's proactive fundraising efforts. While fundraising initiatives will persist, the aspiration is that, in the upcoming years, the overall budget will more accurately reflect the institution's actual needs. This will be achieved through an increase in annual NMSU support and continued fundraising efforts, strategically coordinated with the NMSU Foundation and the Office of Research, Creativity, and Economic Development (RCED).

SEPT 30 - DEC 22, 2022

OPENING RECEPTION
Friday, Sept 30, 5:30PM
Guest curated by Dr. Emmanuel Ortega

TUE-SAT: 10AM - 4PM
1308 E. University Ave.
Las Cruces, NM 88003
uam.nmsu.edu
575.646.2545

  @nmsuartmuseum



Example objectives in plan:

UAM GOAL 2 OBJECTIVES:

Aligned with LEADS GOAL:

Build A Robust University System

Tell a better UAM Story to NMSU and Beyond:

- Share reports with NMSU leaders highlighting collections use, research efforts and awards, fundraising successes, fulfilment of LEADS goals, national news and successful collaborations with units across campus (GC, F&S, HR, Colleges, etc)

Build on Fundraising Strategies:

- Create Development and Grants plan with NMSU Foundation and NMSU Office of RCED
- Build new revenue streams (Traveling exhibitions, gift shop, and facility rentals)

BECOME BETTER STORYTELLERS

NMSU Art Museum awarded \$300,000 Mellon Foundation grant

- **The UAM** is the only contemporary art museum in southern New Mexico and within a 200-mile radius in the state.
- Collection holds 4200+ objects including the largest collection of Mexican retablos in the United States
- Attracts over 8,000 visitors annually with 40+ free events each year
- Focuses on exhibiting and collecting works from underrepresented artists, hosting 15-20 internationally renowned artists, scholars, and filmmakers each year in Las Cruces
- A teaching museum, providing work-study, internship, and graduate assistantship opportunities to 8-20 students annually
- Since 2021 has received significant grants from the Mellon Foundation, National Endowment for the Arts, and Thoma Foundation
- Fuels the creative economy in New Mexico, supporting upward social mobility for students by training, hiring, and placing future museum and arts professionals



Goal 3:

Goal 3: Enhance Operational Infrastructure

This goal focuses on shoring up several key aspects of operations to ensure adherence to national museum standards of operation. While Museum leadership is committed to this standard there are specific areas that require attention and coordination with other NMSU departments. Top of the list is securing the core staff positions critical to operating the Museum. Other areas to address vary from building improvements and exterior projects to provide ability for receiving and sending shipments, etc.





Example objectives in plan:

GOAL 3 OBJECTIVES:

Aligned with LEADS GOAL:
Build A Robust University System

Long-Term Sustainability & Staffing Models:

- Further compare and report on NMSU/UAM peer museums identifying level of University support in ongoing operations, reporting structure, staff size/output/salaries, coordination with fundraising departments for museum support, and student training and development
- Work across NMSU Leadership to plan for incremental changes annual financial support of art museum and right sized staffing model based on plan projection and core staff model.

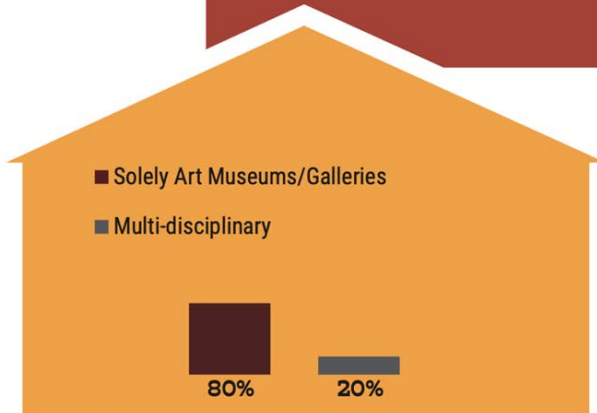
Other University Art Museums:

ACADEMIC MUSEUMS AND GALLERIES COMPARISON DATA

TYPE

Art Museums/Galleries | n = 132

Data from the 2022 AAMG Survey of Academic Museums and Galleries



Median In-Person Visitation*

2021 Visitation:
3,854



■ Percent students from academic institution
■ Percent local community members
■ Percent all other visitation categories

*The typical museum had only a quarter of visitation in 2021 compared to pre-pandemic 2019. Some academic museums did not reopen to non-academic community visitors until sometime in 2021 or even 2022.

Median Staffing Levels

Part-time employees: **12**
Full-time employees: **5**
TOTAL employees: 17

The Museum Director Reports to:

- 6% President
- 33% Provost
- 32% Academic division dean
- 3% Department chair
- 26% Other

Annual Operating Budget

\$50,000 or less	11%
\$50,001 - \$100,000	5%
\$100,001 - \$250,000	11%
\$250,001 - \$500,000	11%
\$500,001 - \$1,000,000	18%
\$1,000,001 - \$3,000,000	21%
\$3,000,001 - \$10,000,000	14%
\$10,000,001 or more	6%
I don't know	3%

Median In-Person Student Population

12,800

76%

Academic Museums Receiving Support from Academic Institution Advancement Office

Median Number of Objects Accessioned into Permanent Collection

6,200

- The typical academic art museum receives 55% of their operating budget from their academic institution (we received less than 20%).
- Only 3% of academic museums report to department heads/departments (Split between Provost/Dean/Upper Admin)
- Median staffing levels are 5 full-time, hard funded (UAM 3)
- Median visitation 3,854 (UAM 8,000)
- The average academic museum is having 2-5 exhibitions per year depending on museum size and galleries (NMSU UAM 10)

[**AAMG 2022 REPORT**](#)

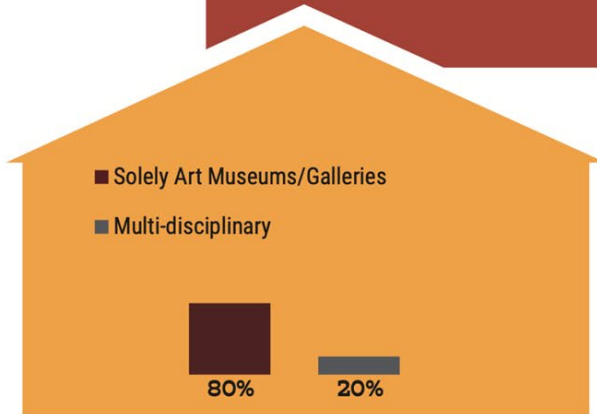
Other University Art Museums:

ACADEMIC MUSEUMS AND GALLERIES COMPARISON DATA

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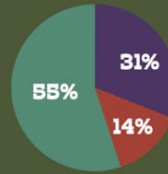
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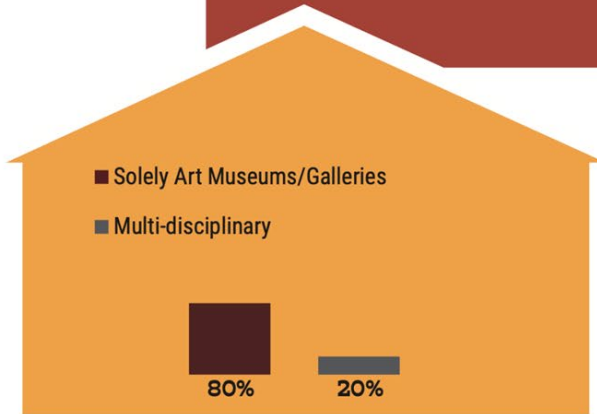
Other University Art Museums:

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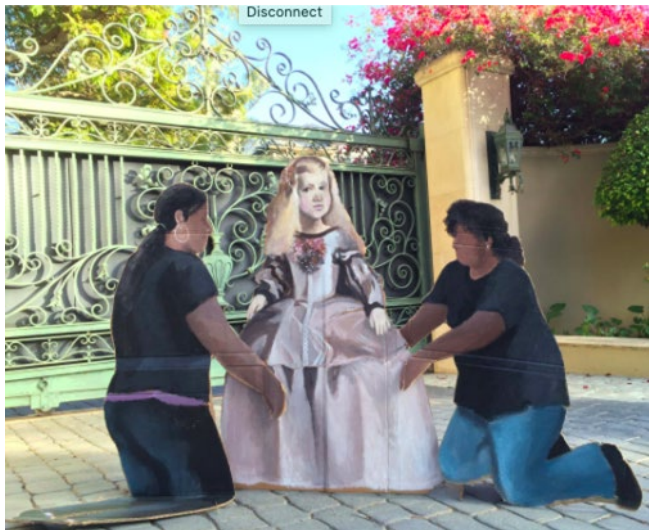
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[**AAMG 2022 REPORT**](#)

Goal 4:

Goal 4: Advance Collection Stewardship + Research

UAM has dedicated itself to the supervision and preservation of its collections, aligning with national museum standards. This goal's emphasis is on various behind-the-scenes operations, including the ongoing digitization of the NMSU Permanent Art Collection. To ensure optimal documentation and management, a top priority involves reviewing and updating specific policies related to collections. These revised policies will, in turn, serve as valuable inputs for updating the NMSU Administrative Rules and Procedures. UAM remains unwavering in its commitment to expanding access to the collections in classrooms and for study purposes, as well as, facilitating research in support of NMSU curriculum.



Example objectives in plan:

GOAL 4 OBJECTIVES:

Aligned with LEADS GOAL:

Elevate Research & Creativity and Build An Online Global Campus

Advance Collection Stewardship + Research:

- Complete digitization of NMSU Permanent Art Collection for research, loan, and exhibition, including plan for processing requests for use of collection in classroom visits
- Work with NMSU General Counsel to update all policies and procedures regarding collections and management plans, including the plan for care of campus public art
- Work with other NMSU Museums & Collections on storage issues and sharing staff positions





THANK YOU, FROM THE STAFF OF THE UAM

UPCOMING IN THE UAM:



September 27th, 2024-March 8th, 2025

Carolyn Salas: Night Vision (Contemporary Gallery)

Carlos Rosales-Silva: Border Destroyer (Mullennix Bridge Gallery)

Warhol & Friends (Bunny Conlon, September 27th, 2024-July 19, 2025)

UAM.NMSU.EDU

misage@nmsu.edu



Board of Regents Meeting
Meeting Date: June 28, 2024
Agenda Item Cover Page

Agenda Item # D-2

- Action Item
- Consent Item
- Informational Item

Presented By: Gili Lipman
Project Lead
Gordian

Nathaniel Pramuk
Gordian

Agenda Item: Facilities Condition Assessment

Requested Action of the Board of Regents: None. Informational only.

Executive Summary:

NMSU commissioned Gordian to consult with Facilities and Services on campus planning. The presentation will focus on deferred maintenance of Instruction and General capital buildings in the NMSU system.

References:

See attached presentation.

Prior Approvals:

N/A



New Mexico State University – I&G

Strategic Capital Planning Summary of Findings

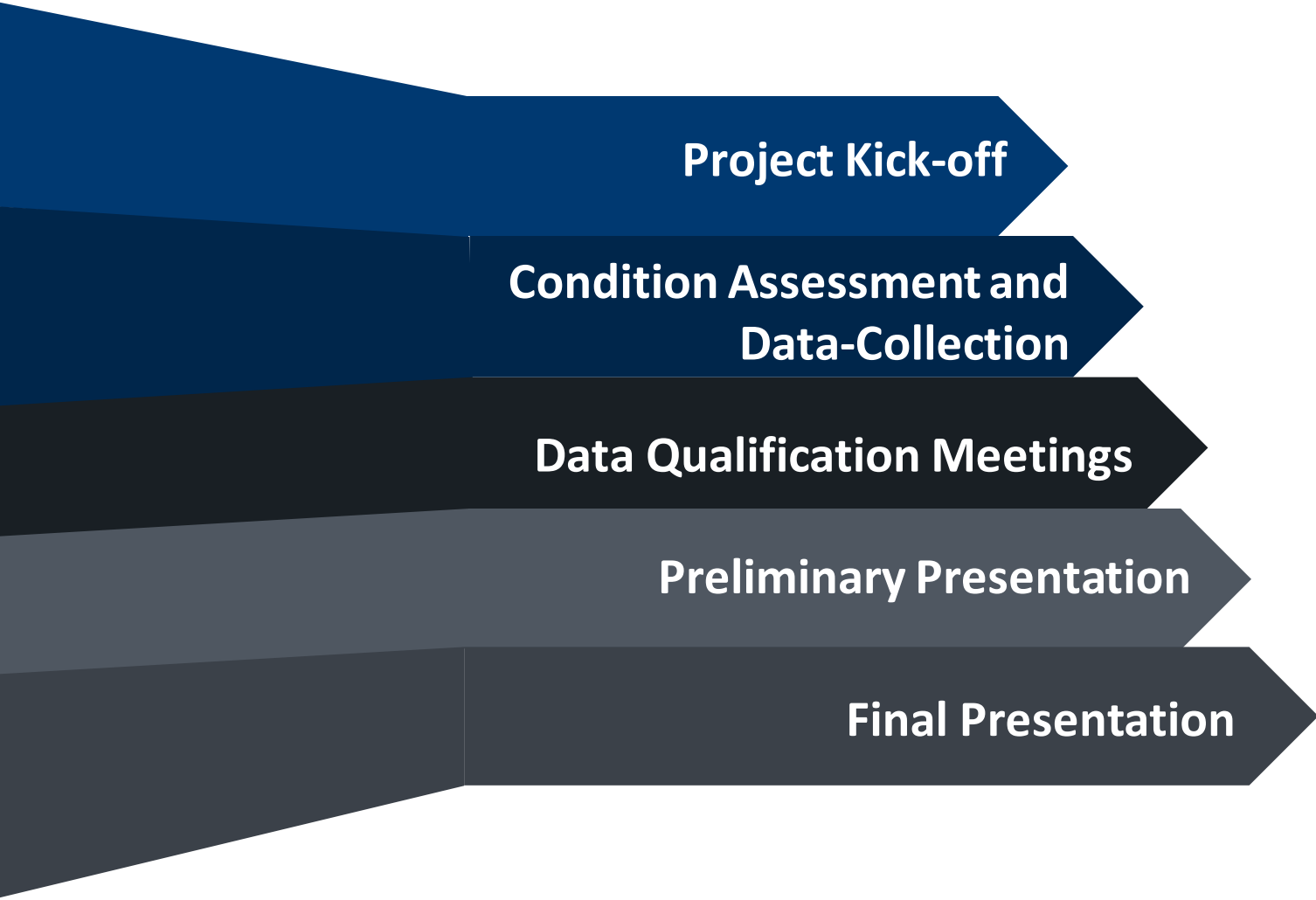
Executive Presentation

June 2024

Building a Strategic Approach to Deferred Maintenance

- Overview of Project Scope
- FCA Summary of Identified Needs
- Strategic Tools
 - Portfolios
 - Facility Condition Index
 - Project Scoring
 - Funding Scenarios

Project Timeline



Project Kick-off

Condition Assessment and Data-Collection

Data Qualification Meetings

Preliminary Presentation

Final Presentation



December 2023
 • Outline the project steps and begin data collection process



January 2024
 • On-site condition assessment



March-May 2024
 • Data review meetings with core facilities' team
 • Review of preliminary trending and strategy development



June 2024
 • Initial strategic capital planning summary of findings

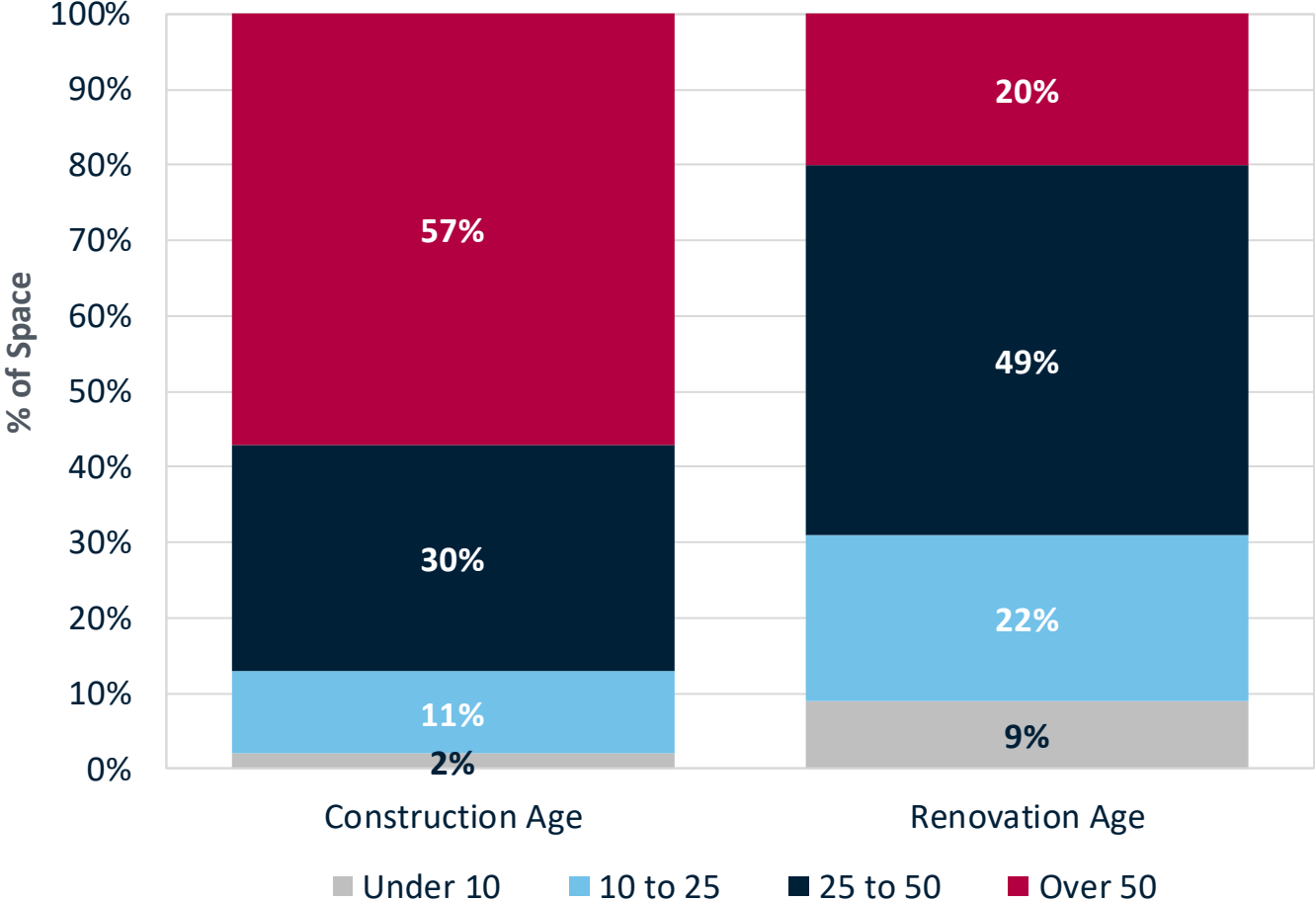


July/August 2024
 • Present deeper-dives into strategy with core facilities' team, transitioning toward a year 2 agenda

High Risk Space Carries Majority of Reinvestment Need

Many renovated buildings need their second major system replacements after aging past 25 toward 50

Campus Age by Category:
NMSU I&G – FCA Scope 2.6M GSF



Buildings Over 50
Life cycles of major building components are past due. Failures are possible. Core modernization cycles are missed.
Highest risk

Buildings 25 to 50
Major envelope and mechanical life cycles come due. Functional obsolescence prevalent.
Higher Risk

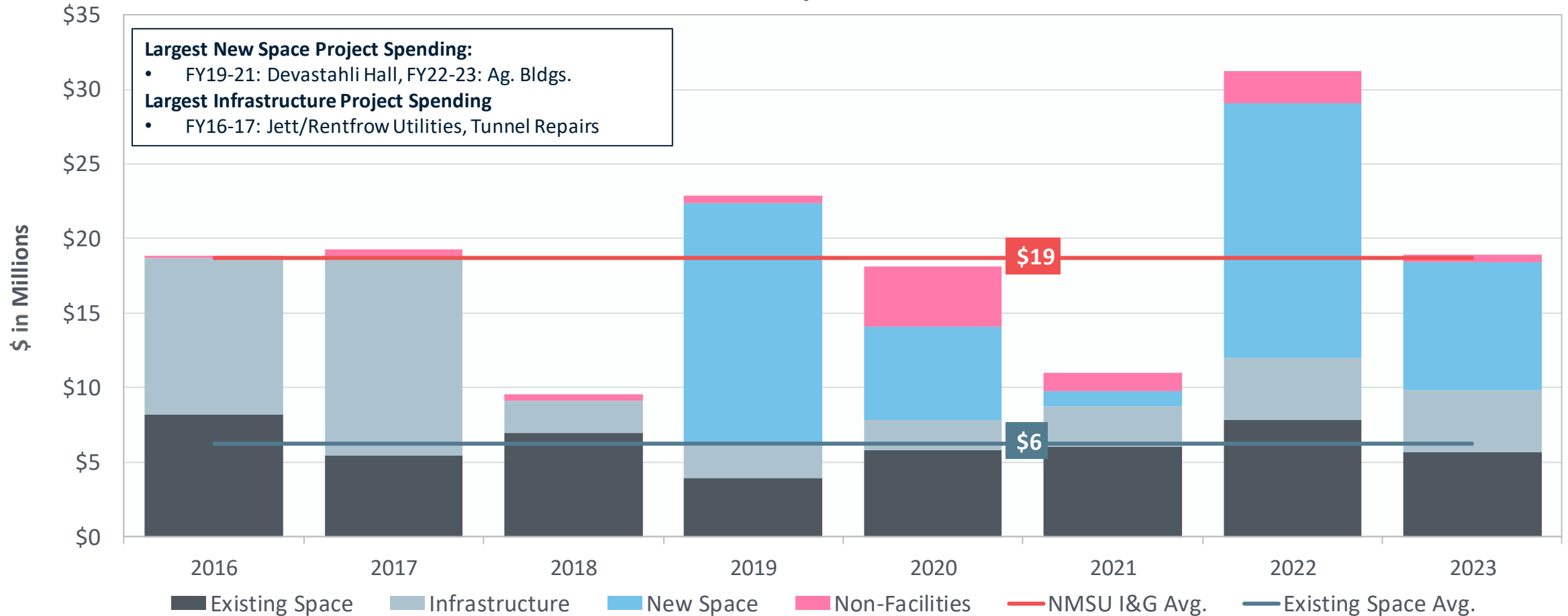
Buildings 10 to 25
Short life-cycle needs; primarily space renewal.
Medium Risk

Buildings Under 10
Little work. "Honeymoon" period.
Low Risk

Total I&G Capital Investment Overtime

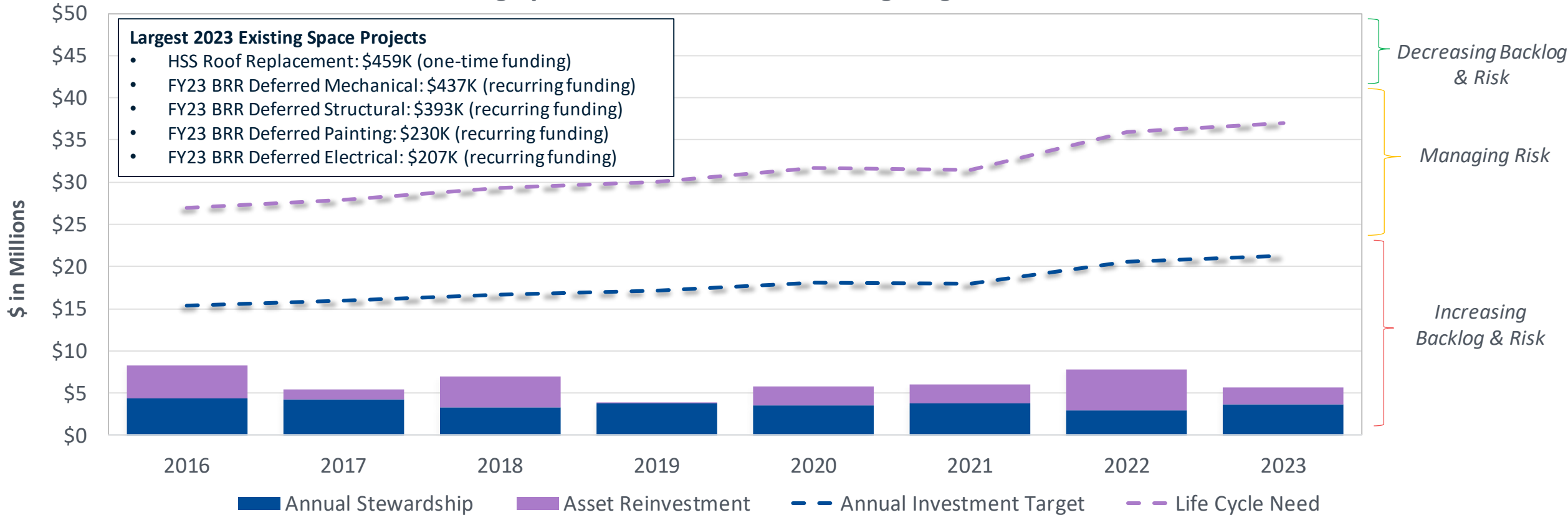
Only existing space investment is measured against annual capital targets

Total I&G Annual Capital Investment



Chasing the Moving Target – NMSU I&G

Existing Space Investment vs. Funding Target – I&G



Components of Annual Stewardship
BRR
R&R Expenditures

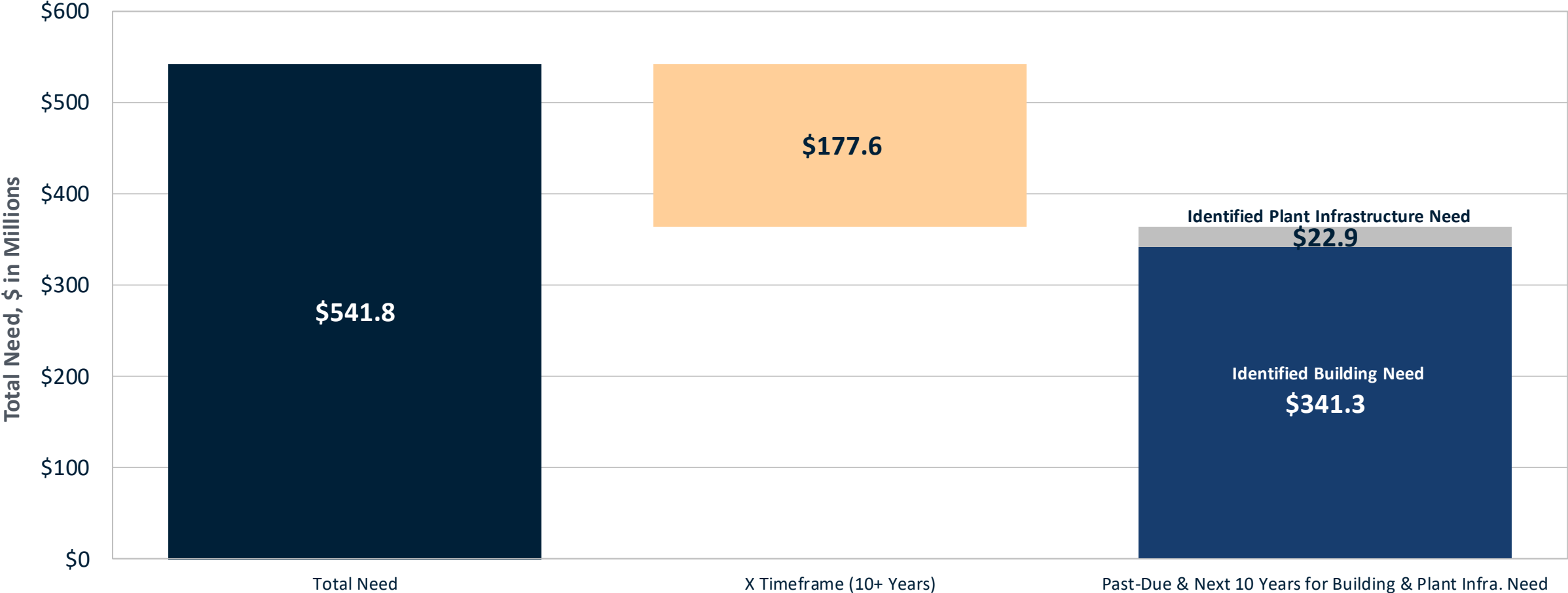
Components of Asset Reinvestment
Bond Funding

Does not include infrastructure, new space, or non-facilities spending

NMSU Total Identified Need for I&G

\$364.2M, or \$142/GSF of Building and Plant Infrastructure need is either backlog or scheduled by 2033

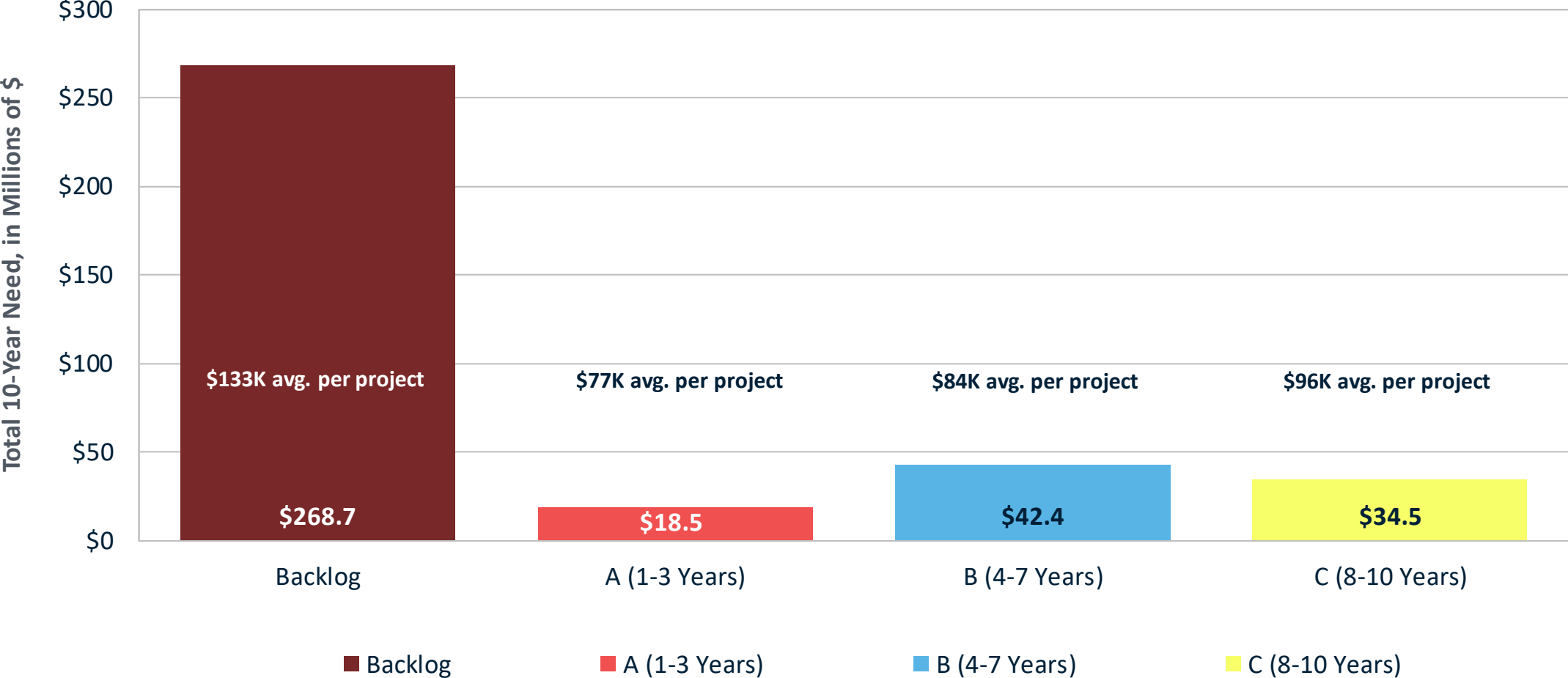
Total Identified Need – I&G Buildings



NMSU I&G Need by Timeframe

\$103/GSF attributed to the Backlog over 2,026 projects

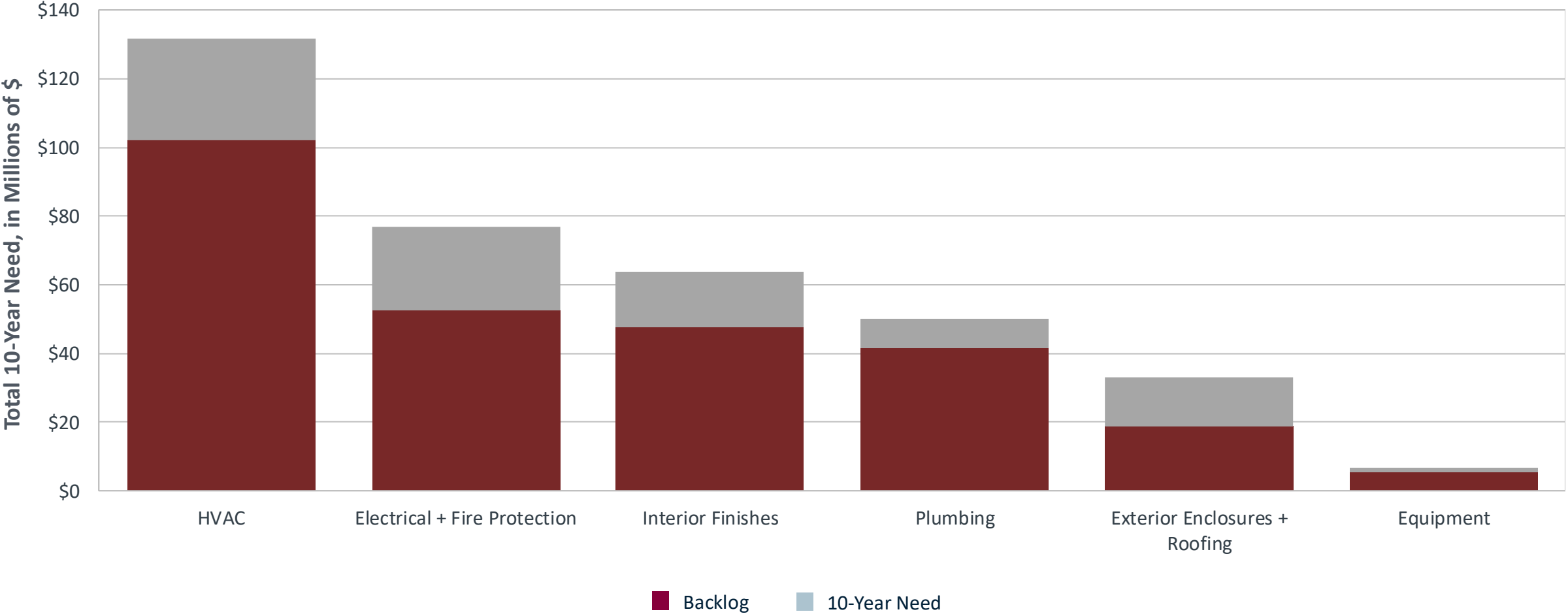
NMSU Identified 10-Year Need



NMSU I&G Need by System > \$5M - Level 2 Summary

Air handlers, rooftop package units, and building HVAC piping hold a majority of the mechanical need

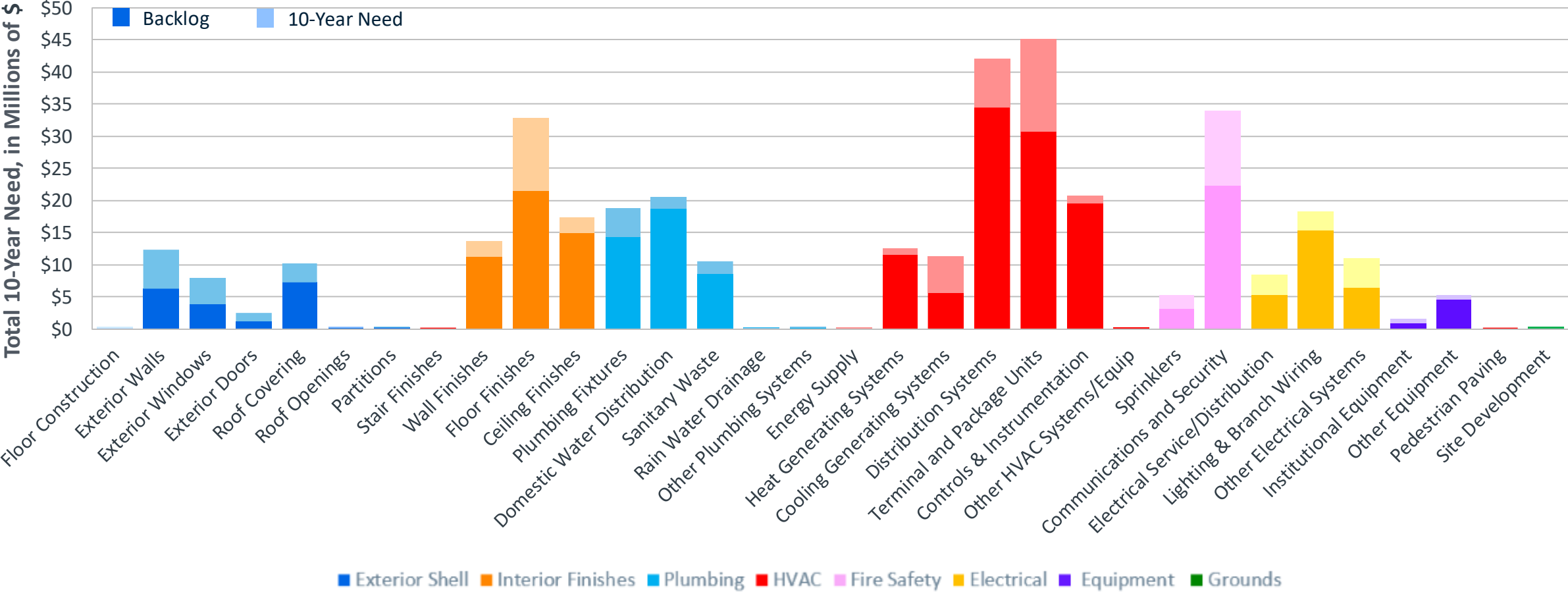
NMSU I&G Total 10-Year Need by Level 2 Detail > \$5M



NMSU I&G Need by System – Level 3 Detail

Supply/waste piping, carpets, drop ceiling panels, re-painting, lighting fixtures, bathroom reno's, fire alarm systems, & motor control centers are the priciest projects outside of HVAC

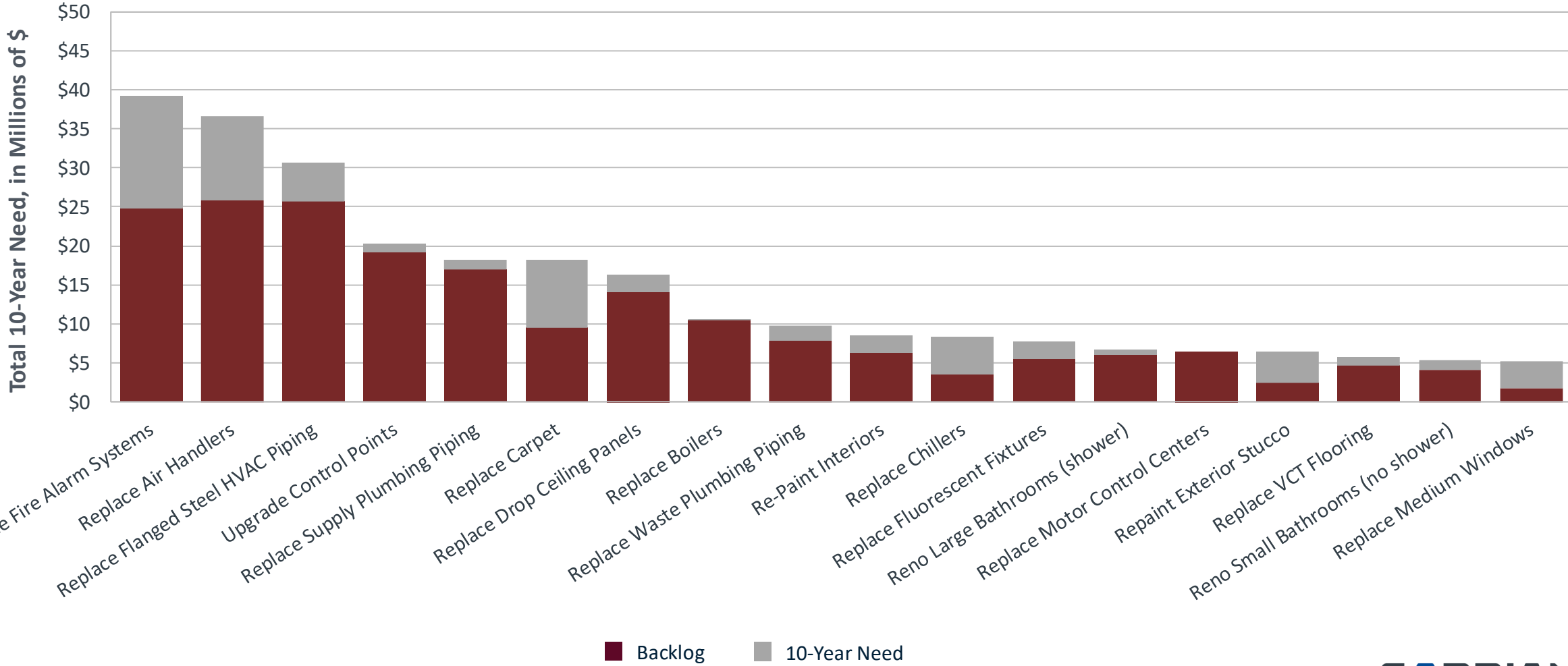
NMSU Total 10-Year Need by Level 3 Detail



NMSU I&G Need by System > \$5M – Level 5 Detail

Interior finish work such as carpet, drop panels, and painting can be intentionally deferred in favor of MEP work

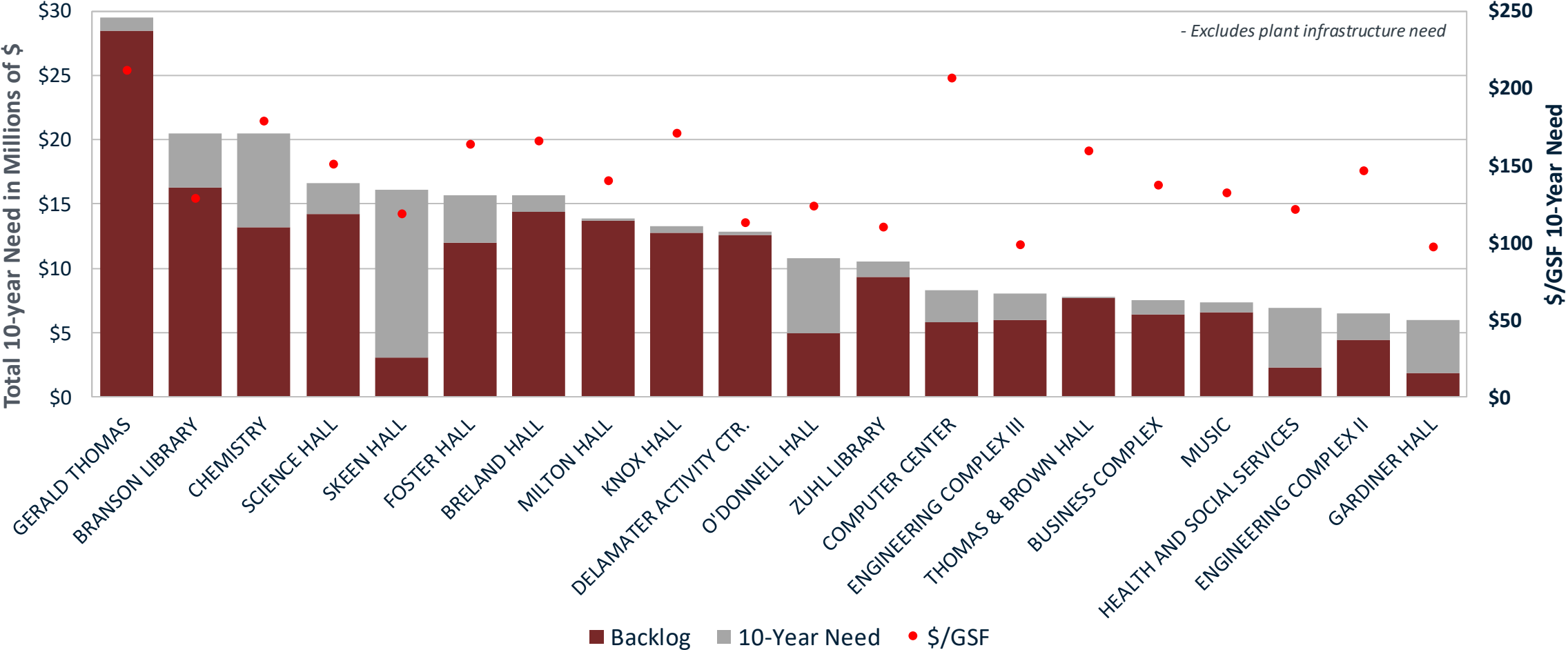
NMSU Total 10-Year Need by Level 5 Detail



NMSU I&G Need by Building – Top 20 in Total \$

Reflects building need only; does not include infrastructure

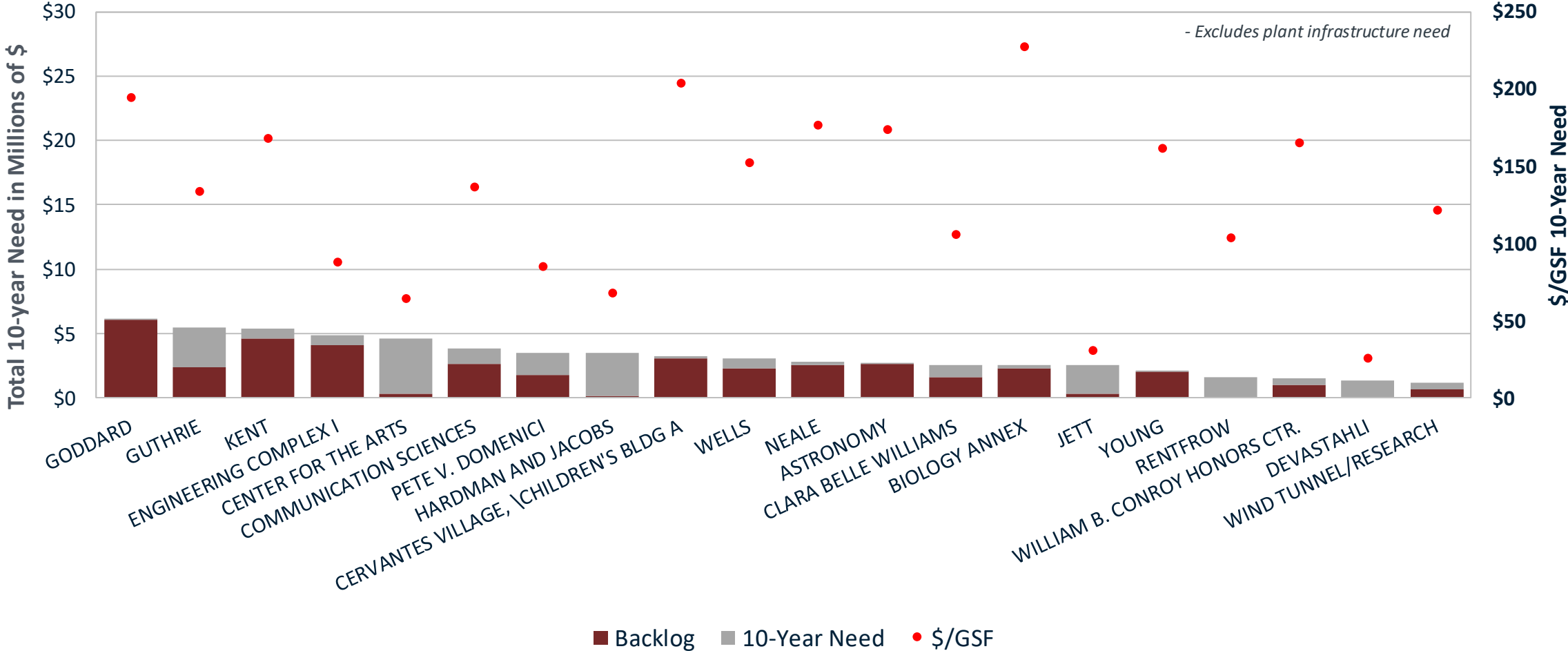
NMSU Normalized 10-Year Need by Building (Top 20)



NMSU I&G Need by Building – Next 20 in Total \$

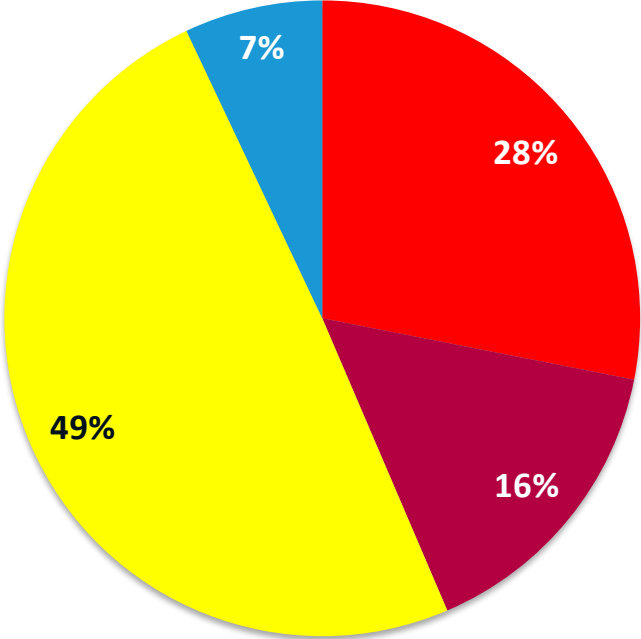
Reflects building need only; does not include infrastructure

NMSU Normalized 10-Year Need by Building (Top 20-40)



Investment Criteria

NMSU I&G Identified 10-Year Need
(With Plant Infrastructure)



- Reliability
- Asset Preservation
- Program Improvement
- Safety/Code
- Economic Opportunity

- **Reliability:** Issues of imminent failure of compromise to the system that may result in interruption to program or use of space.
- **Safety/Code:** Code compliance issues and institutional safety priorities or items that are not in conformance with current codes, even though the system is “grandfathered” and exempt from current code.
- **Asset Preservation:** Projects that preserve or enhance the integrity of buildings systems, structure, or campus infrastructure.
- **Economic Opportunity:** Projects that result in a reduction of annual operating costs or capital savings.
- **Program Improvement:** Projects that improve the functionality of space, primarily driven by academic, student life, and athletic programs or departments. These projects are also issues of campus image and impact.



Building a Strategic Approach to Deferred Maintenance

Consider the Approach for Each Space

Funding is allocated to portfolios strategically, not equally or proportionally



Not all buildings are created equal

Developing a portfolio approach will allow for a focused investment approach based on the Institutional Strategic Direction.

Core considerations to the portfolio approach

<p>Physical</p> <ul style="list-style-type: none"> • Building Age • Building Condition • Building Location 	<p>Institutional</p> <ul style="list-style-type: none"> • Institutional Focus • Historical Significance • Recruitment/Retention • Academic Requirements 	<p>Programmatic</p> <ul style="list-style-type: none"> • Student needs • Safety/Code requirement • Transitional Space 	<ul style="list-style-type: none"> • Adaptive Re-use
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Institutional Leaders for buy in and communication

- Institutional Priorities
- Building Needs
- Future Campus Direction

Facility Condition Index: Portfolio Option

Measuring the “percent deficient” of a building

Portfolio	FCI Range
Capital Upkeep	0.00 – 0.15
Repair & Maintain	0.16 – 0.30
Systemic Renovation	0.31 – 0.50
Transitional	0.51 – 1.00

FCI Formula :
(Building Need / Replacement Value)

Devastahli Hall
(\$1.4M/\$28.3M) = **0.05**

Gerald Thomas Hall
(\$29.5M/\$73.3M) = **0.40**

Investment Strategy

Capital Upkeep Stage: Primarily new or recently renovated buildings with sporadic building repair & life cycle needs

Repair & Maintain Stage: Buildings are beginning to show their age and may require more significant investment and renovation on a case-by-case basis

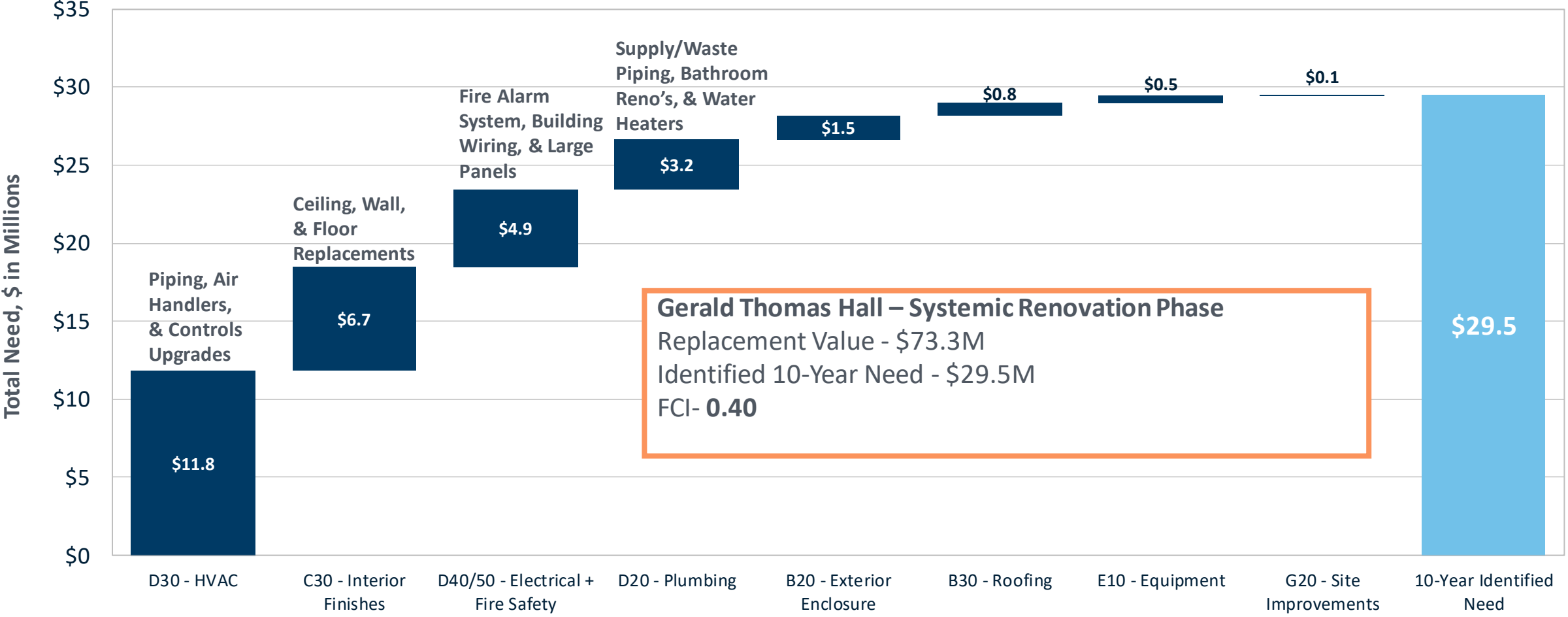
Systemic Renovation Stage: Buildings require more significant repairs; major building components are in jeopardy of complete failure; large-scale capital infusions or renovations are inevitable

Transitional Stage: Major buildings components are in jeopardy of failure. Reliability issues are widespread throughout the building.

Gerald Thomas Hall (Upcoming Reno) – Level 2 Detail

Between \$25-30M of need scheduled due for major HVAC, Electrical, Plumbing, and Interior upgrades

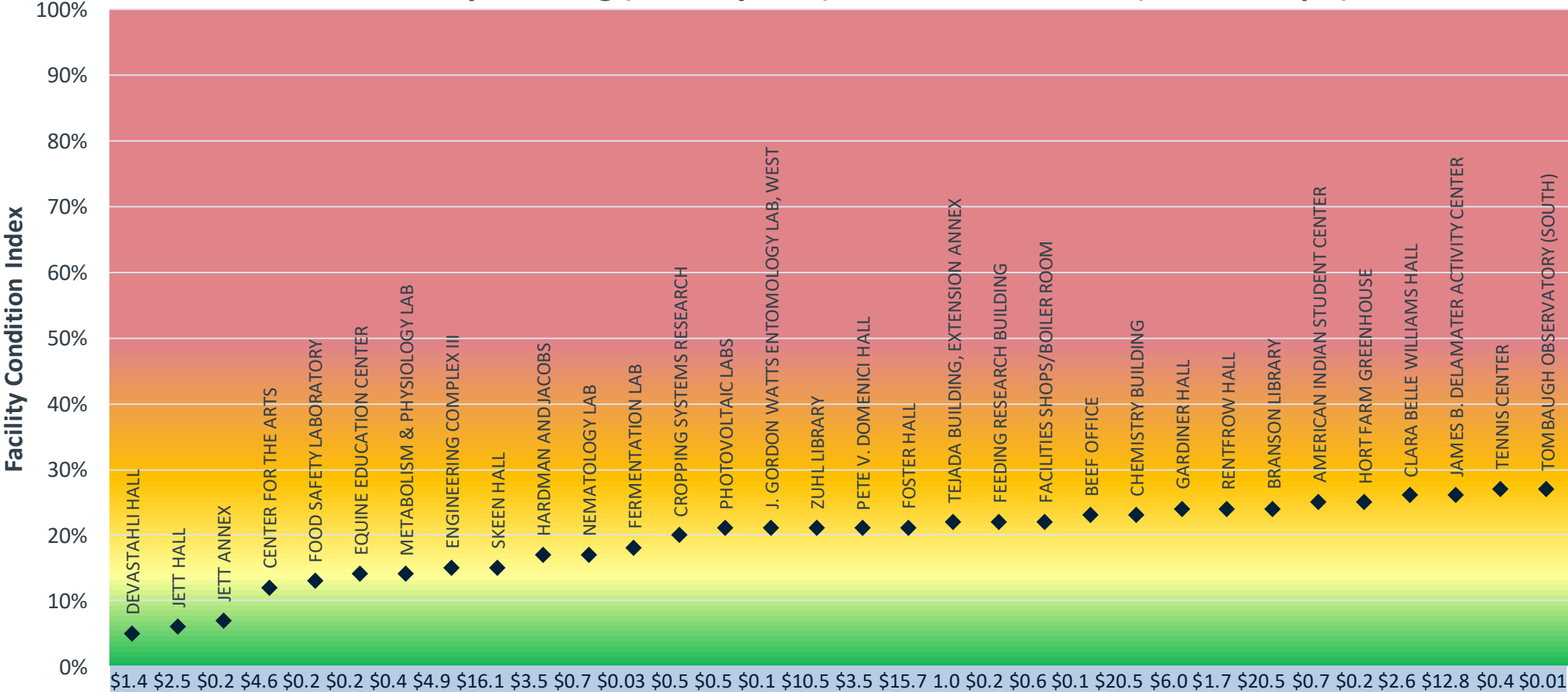
NMSU Gerald Thomas Hall – Building Level Need



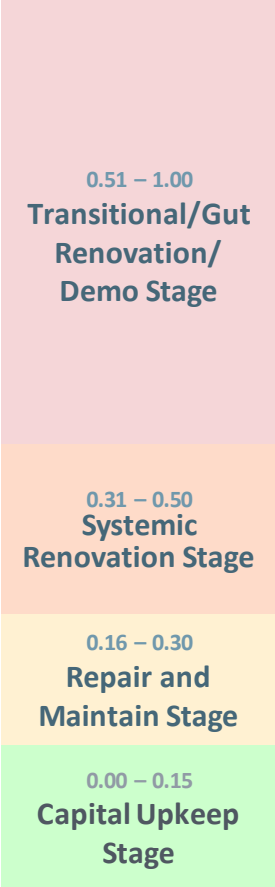
Gerald Thomas Hall – Systemic Renovation Phase
 Replacement Value - \$73.3M
 Identified 10-Year Need - \$29.5M
 FCI- 0.40

FCI: Highest Condition Rank of Buildings

FCI Index by Building (Primary Axis) With 10-Year Need (Below Graph)



Investment Strategy

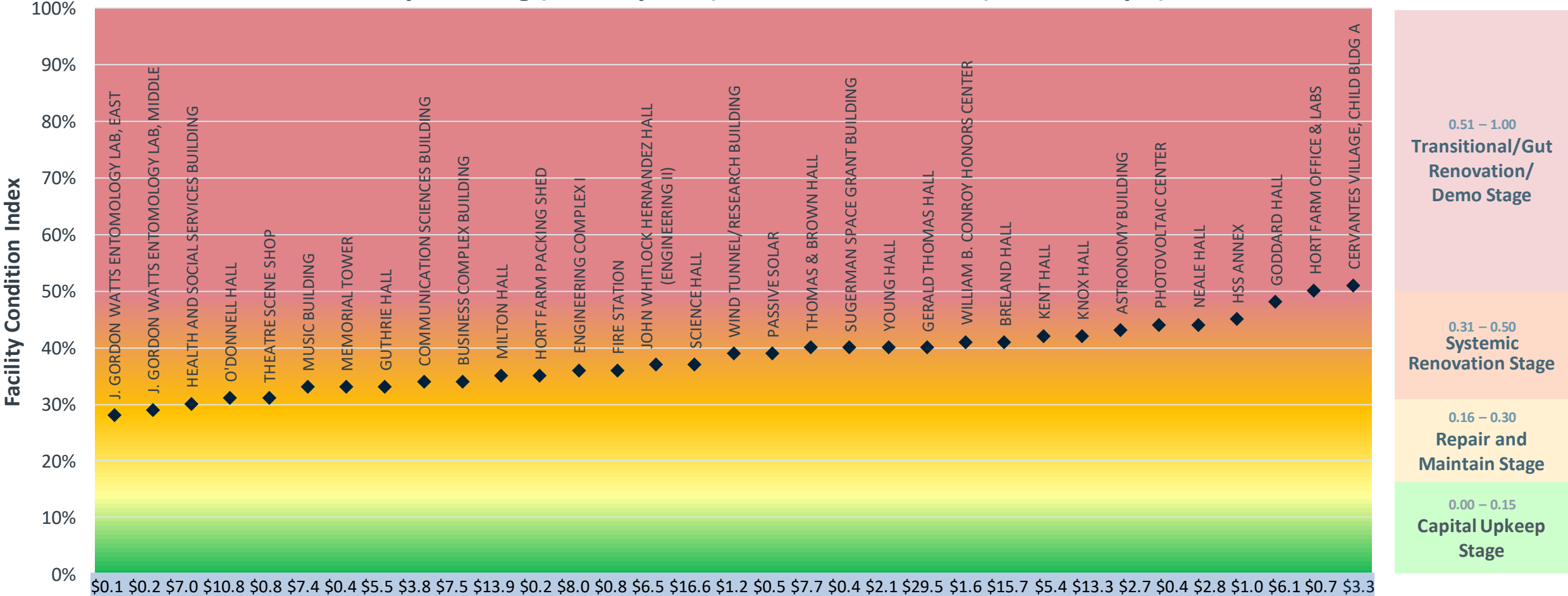


Costs Shown at the Bottom of the Chart Represent the Building's 10-Year Need

FCI: Medium Condition Rank of Buildings

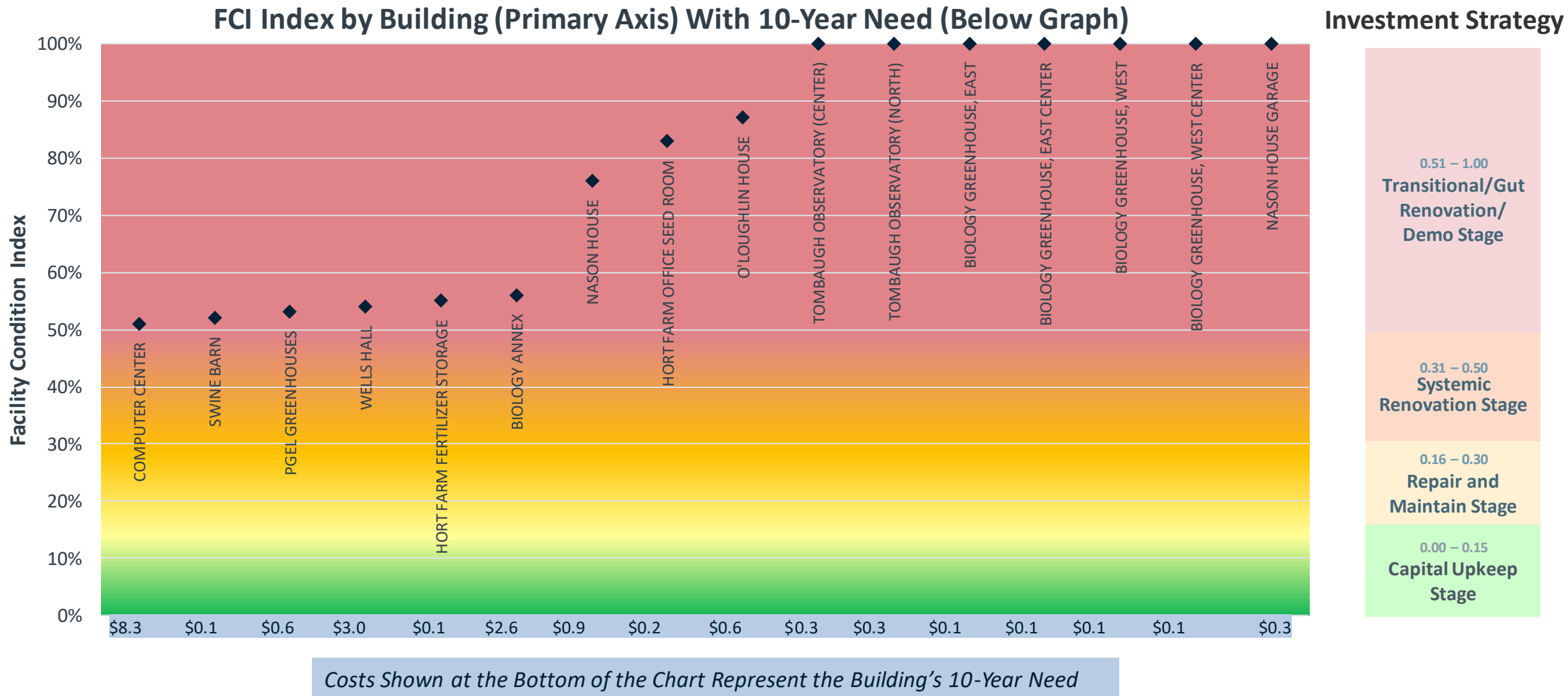
FCI Index by Building (Primary Axis) With 10-Year Need (Below Graph)

Investment Strategy



Costs Shown at the Bottom of the Chart Represent the Building's 10-Year Need

FCI: Lowest Condition Rank of Buildings

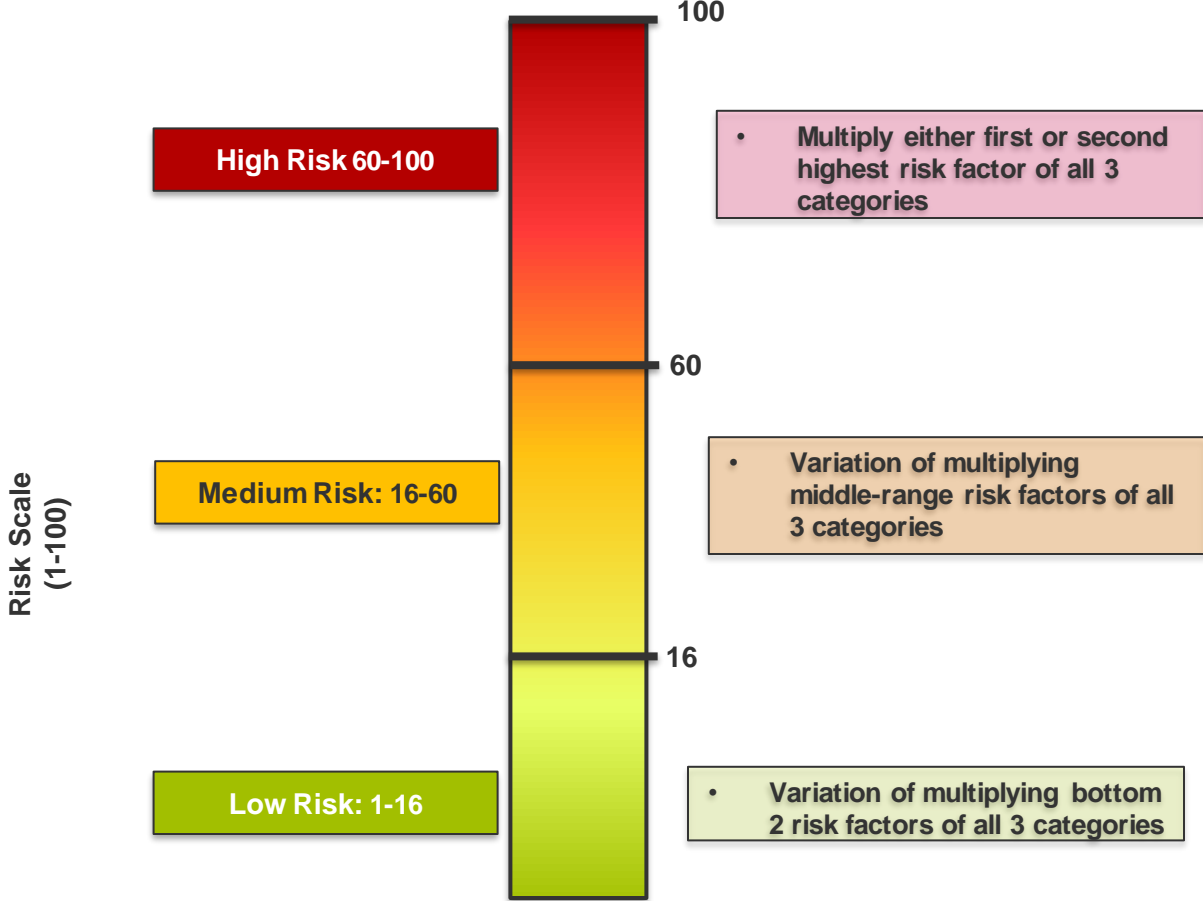


Project Scoring Establishes Priorities

For assessed buildings, the goal is to have a flexible scoring system to keep priorities at the forefront, with project selections aligned with the institutional mission.

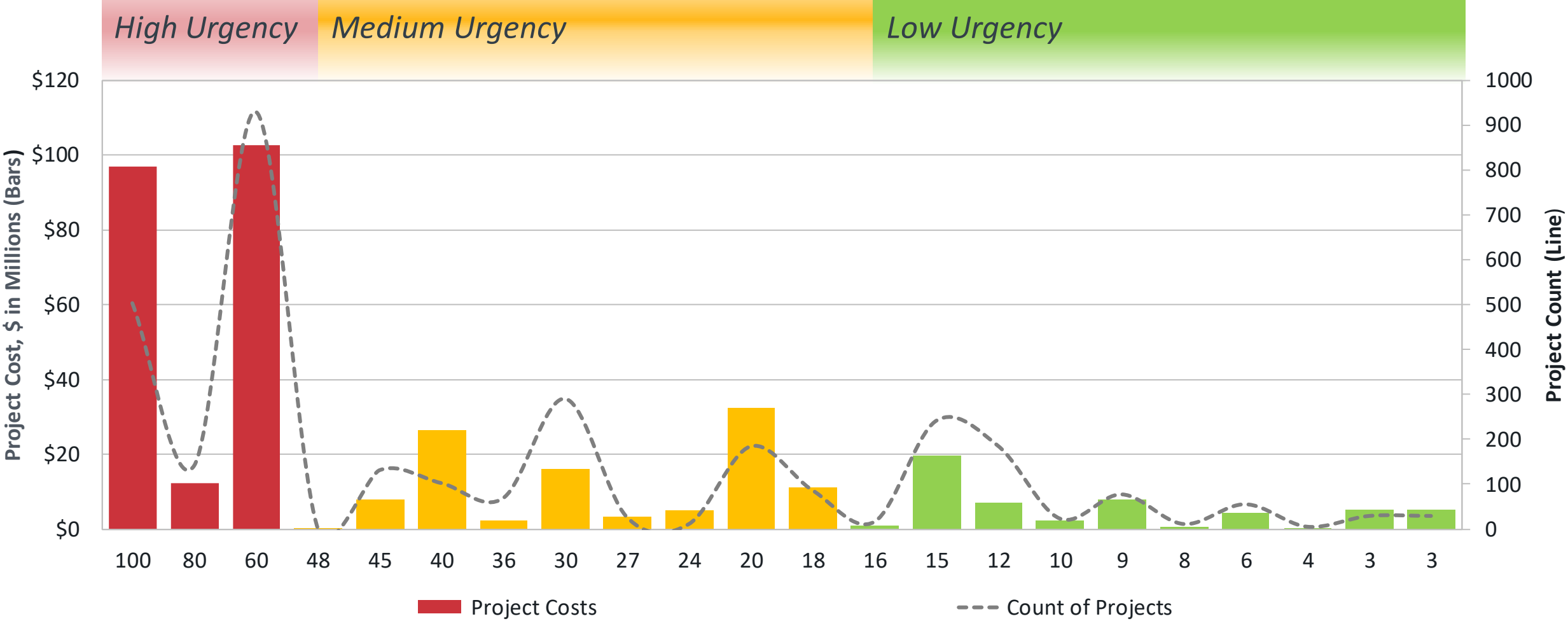
FCI Score		Timeframe Score		Investment Criteria	
Repair & Maintain	5	Backlog	4	Reliability	5
Systemic Renovation	5	A (1-3 years)	3	Safety/Code	4
Capital Upkeep	3	B (4-7 years)	2	Asset Preservation	3
Transitional	1	C (8-10 years)	1	Economic Opportunity	2
				Program Improvement	1

Total Project Score	
Maximum	100
Minimum	1



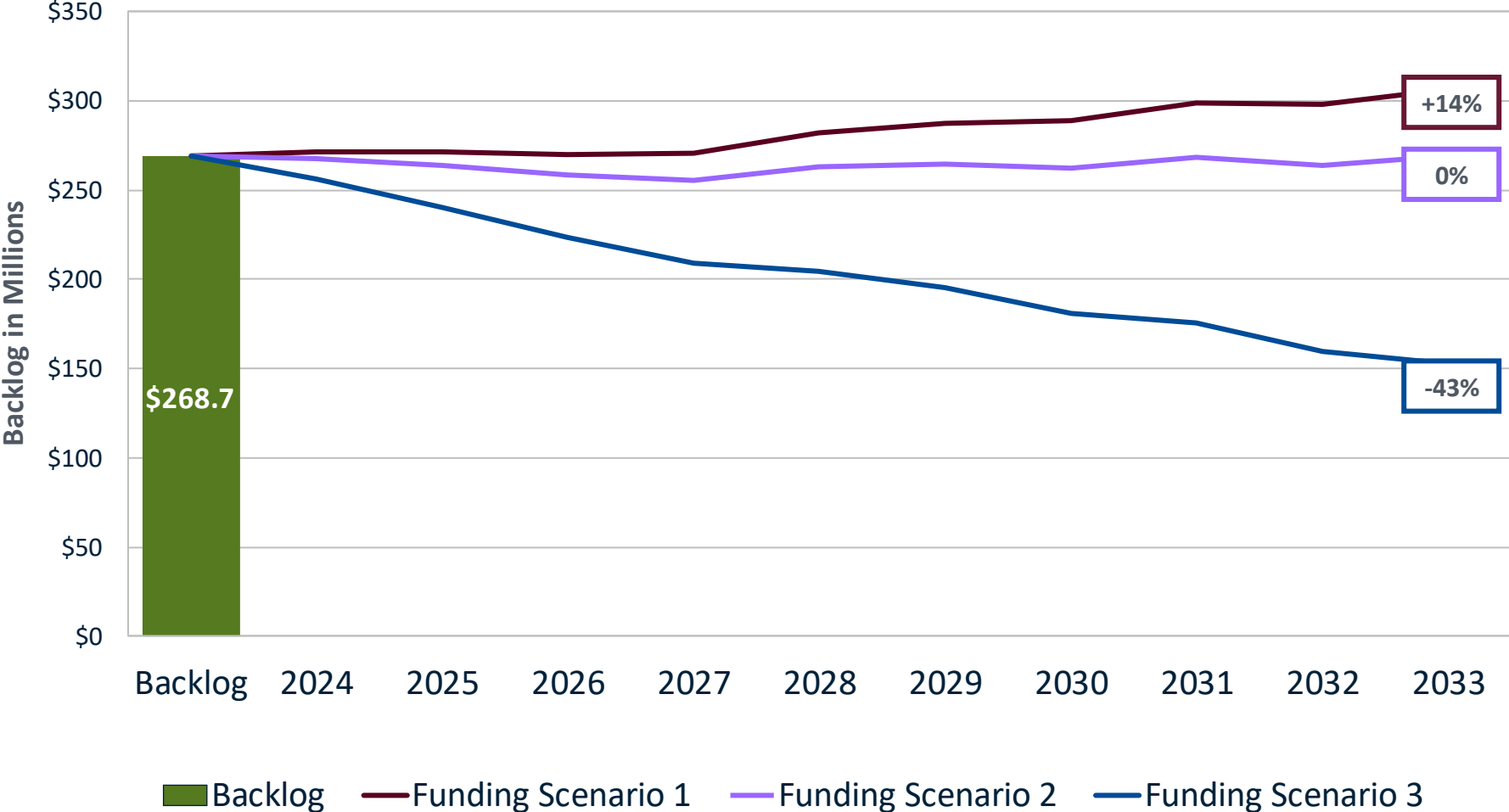
Project Scoring Distribution – Includes Infrastructure

Investing \$21.2M annually over 10 years will complete High-Urgency work, but other projects will increase their risk overtime



Funding Scenarios – NMSU I&G

Backlog Growth and Funding Scenarios



Funding Scenario 1: FY21-23 Spend

- Annual Investment: \$5.8M
- Effect on Backlog: +14%

Funding Scenario 2: Backlog Maintained

- Annual Investment: \$9.6M
- Effect on Backlog: 0%

Funding Scenario 3: High-Priority Projects Completed

- Annual Investment: \$21.2M
- Effect on Backlog: -43%

Appendix

The background features a solid blue color with several overlapping, semi-transparent geometric shapes. These include a large, light blue arrow-like shape pointing right, and several darker blue, angular shapes that resemble stylized letters or symbols, such as a 'W' or 'M' shape, layered on top of each other.

Building Stats:

Building	GSF	Construction Yr.	Renovation Yr.	10-Year Identified Need	Replacement Value	FCI
DEVASTAHLI HALL	54,000	2020		\$1,369,702	\$28,349,455	0.05
JETT HALL	82,578	1956	2017	\$2,538,377	\$43,352,617	0.06
JETT ANNEX	6,478	1957	2017	\$181,439	\$2,603,802	0.07
CENTER FOR THE ARTS	71,195	2013		\$4,590,040	\$37,376,657	0.12
FOOD SAFETY LABORATORY	4,109	1989		\$207,227	\$1,651,594	0.13
EQUINE EDUCATION CENTER	6,396	2003		\$247,560	\$1,783,850	0.14
METABOLISM & PHYSIOLOGY LAB	6,677	1981		\$379,170	\$2,683,789	0.14
ENGINEERING COMPLEX III	55,297	1980		\$4,852,091	\$32,701,876	0.15
SKEEN HALL	135,888	1999		\$16,133,719	\$104,780,375	0.15
HARDMAN AND JACOBS	51,704	1974	2016	\$3,490,352	\$20,782,185	0.17
NEMATOLOGY LAB	7,138	1890		\$697,584	\$4,098,695	0.17
FERMENTATION LAB	768	1971		\$34,170	\$188,996	0.18
CROPPING SYSTEMS RESEARCH	7,224	1973		\$457,927	\$2,251,813	0.20
PHOTOVOLTAIC LABS	8,311	1980		\$531,676	\$2,590,645	0.21
J. GORDON WATTS ENTOMOLOGY LAB, WEST	1,681	1978		\$109,431	\$523,989	0.21
ZUHL LIBRARY	95,870	1992		\$10,537,717	\$50,330,783	0.21
Pete V. Domenici Hall	41,365	1963	2014	\$3,519,877	\$16,626,472	0.21
FOSTER HALL	95,705	1930	2008	\$15,679,837	\$73,796,110	0.21
TEJADA BUILDING, EXTENSION ANNEX	11,498	1962		\$997,324	\$4,621,568	0.22
FEEDING RESEARCH BUILDING	3,440	1969		\$185,425	\$846,546	0.22

Building	GSF	Construction Yr.	Renovation Yr.	10-Year Identified Need	Replacement Value	FCI
FACILITIES AND SERVICES SHOPS/BOILER ROOM	11,687	1960		\$634,208	\$2,876,042	0.22
BEEF OFFICE	1,462	1963		\$92,920	\$407,753	0.23
CHEMISTRY BUILDING	114,612	1957	1996	\$20,500,833	\$88,374,899	0.23
GARDINER HALL	62,156	1957	2011	\$6,014,881	\$24,983,319	0.24
RENTFROW HALL	15,937	1958	2016	\$1,653,246	\$6,797,996	0.24
BRANSON LIBRARY	159,775	1951	1974	\$20,523,991	\$83,880,264	0.24
AMERICAN INDIAN STUDENT CENTER	7,470	2012		\$742,830	\$3,002,532	0.25
HORT FARM GREENHOUSE	7,753	1978		\$204,085	\$806,778	0.25
CLARA BELLE WILLIAMS	24,372	1981		\$2,579,920	\$9,796,213	0.26
JAMES B. DELAMATER ACTIVITY CENTER	113,434	1973	1995	\$12,815,420	\$48,385,761	0.26
TENNIS CENTER	3,666	2006		\$420,411	\$1,563,748	0.27
TOMBAUGH OBSERVATORY (SOUTH)	198	1971		\$10,649	\$38,981	0.27
J. GORDON WATTS ENTOMOLOGY LAB, EAST	1,681	1978		\$145,335	\$523,989	0.28
J. GORDON WATTS ENTOMOLOGY LAB, MIDDLE	1,681	1978		\$151,273	\$523,989	0.29
HEALTH AND SOCIAL SERVICES BUILDING	57,477	2003		\$6,958,033	\$23,102,616	0.30
O'DONNELL HALL	87,119	1968	2008	\$10,780,175	\$35,017,082	0.31
THEATRE SCENE SHOP	7,886	1983		\$763,566	\$2,458,167	0.31
MUSIC BUILDING	55,772	1983		\$7,366,963	\$22,417,299	0.33
MEMORIAL TOWER	3,304	1950		\$439,653	\$1,328,028	0.33
GUTHRIE HALL	41,152	1968		\$5,485,340	\$16,540,857	0.33

Building Stats:

Building	GSF	Construction Yr.	Renovation Yr.	10-Year Identified Need	Replacement Value	FCI
COMMUNICATION SCIENCES BUILDING	28,208	1981		\$3,849,172	\$11,338,076	0.34
BUSINESS COMPLEX BUILDING	55,021	1983		\$7,526,472	\$22,115,438	0.34
MILTON HALL	99,292	1941	1998	\$13,904,670	\$39,909,963	0.35
HORT FARM PACKING SHED	2,207	1948		\$152,376	\$434,495	0.35
ENGINEERING COMPLEX I	81,359	1997		\$8,042,161	\$22,226,375	0.36
FIRE STATION	9,476	1965	2003	\$844,426	\$2,331,940	0.36
JOHN WHITLOCK HERNANDEZ HALL (ENGINEERING II)	44,175	1988		\$6,482,179	\$17,755,938	0.37
SCIENCE HALL	110,622	1987		\$16,647,507	\$44,464,004	0.37
WIND TUNNEL/RESEARCH BUILDING	9,745	1981	2006	\$1,185,349	\$3,037,641	0.39
PASSIVE SOLAR	3,171	1978		\$499,488	\$1,274,569	0.39
THOMAS & BROWN HALL	48,366	1972	1992	\$7,698,578	\$19,440,491	0.40
SUGERMAN SPACE GRANT BUILDING	2,380	1958		\$379,188	\$956,630	0.40
YOUNG HALL	12,713	1928		\$2,052,946	\$5,109,932	0.40
GERALD THOMAS HALL	139,658	1963		\$29,504,700	\$73,319,042	0.40
WILLIAM B. CONROY HONORS CENTER	9,460	1907	2001	\$1,563,086	\$3,802,404	0.41
BRELAND HALL	94,424	1954	1996	\$15,650,299	\$37,953,293	0.41
KENT HALL	32,308	1929	1985	\$5,418,448	\$12,986,052	0.42
KNOX HALL	77,675	1981		\$13,259,735	\$31,221,109	0.42
ASTRONOMY BUILDING	15,486	1959		\$2,685,005	\$6,224,527	0.43
PHOTOVOLTAIC CENTER	2,955	1980		\$404,459	\$921,111	0.44
NEALE HALL	15,757	1951	1974	\$2,781,773	\$6,333,454	0.44

Building	GSF	Construction Yr.	Renovation Yr.	10-Year Identified Need	Replacement Value	FCI
HSS ANNEX	5,590	2008		\$1,019,031	\$2,246,875	0.45
GODDARD HALL	31,351	1913		\$6,101,612	\$12,601,390	0.48
HORT FARM OFFICE & LABS	5,366	1949		\$665,882	\$1,320,514	0.50
CERVANTES VILLAGE, BLDG A (CHILDREN'S VILLAGE)	16,033	1983		\$3,259,683	\$6,444,391	0.51
COMPUTER CENTER	40,437	1966	1999	\$8,348,044	\$16,253,466	0.51
SWINE BARN	4,362	1957		\$108,116	\$207,532	0.52
PGEL GREENHOUSES	5,982	1985		\$620,841	\$1,177,684	0.53
WELLS HALL	20,049	1978		\$3,045,615	\$5,591,684	0.54
HORT FARM FERTILIZER STORAGE	1,366	1948		\$146,887	\$268,926	0.55
BIOLOGY ANNEX	11,280	1941		\$2,560,227	\$4,533,944	0.56
NASON HOUSE	4,015	1918		\$947,940	\$1,251,527	0.76
HORT FARM OFFICE SEED ROOM	1,363	1948		\$222,828	\$268,335	0.83
O'LOUGHLIN HOUSE	1,933	1953		\$554,209	\$634,253	0.87
TOMBAUGH OBSERVATORY (CENTER)	198	1971		\$272,300	\$38,981	1.00
TOMBAUGH OBSERVATORY (NORTH)	198	1971		\$271,834	\$38,981	1.00
BIOLOGY GREENHOUSE, EAST	294	1966		\$124,559	\$57,880	1.00
BIOLOGY GREENHOUSE, EAST CENTER	294	1966		\$124,559	\$57,880	1.00
BIOLOGY GREENHOUSE, WEST	294	1966		\$124,559	\$57,880	1.00
BIOLOGY GREENHOUSE, WEST CENTER	294	1966		\$124,559	\$57,880	1.00
NASON HOUSE GARAGE	999	1956		\$289,239	\$196,674	1.00



Board of Regents Meeting
Meeting Date: June 28, 2024
Agenda Item Cover Page

Agenda Item # D-3

- Action Item
- Consent Item
- Informational Item

Presented By:

Ermelinda Quintela
University Policy Administrator

Agenda Item: Summary of Revisions to the Administrative Rules and Procedures of NMSU (ARP) for the period January 1, 2024 – June 30, 2024.

Requested Action of the Board of Regents: Informational only.

Executive Summary: In accordance with ARP 1.10, the attached report provides a brief synopsis of approved policy actions to the Administrative Rules and Procedures of NMSU (ARP) approved by the President during the referenced period.

References:

ARP 1.10, Part 5.5.B., provides that a summary of approved policy actions, with exception of the non-substantive corrections and updates, be included as an informational item in the record of each regular meeting of the NMSU Board of Regents.



University General Counsel
P.O Box 30001
MSC 3UGC
Las Cruces, New Mexico 88003
Telephone: 575-646-2446
FAX: 575-646-3012

INFORMATIONAL REPORT SUMMARY OF ARP REVISIONS (PERIOD: 1/01/2024-06/30/2024)

This informational report is submitted pursuant to ARP 1.10 (Part 5.5.B.) and includes a summary of approved policy actions between January 1, 2024, through June 30, 2024.

REVISION:

ARP 3.80 – Hazing, Bullying, Harassment and Other Hostile Misconduct, upon approval by the President on April 24, 2024, operational policy ARP 3.80 was replaced with the approved revision. Requested revision enhances the language for effective communication of prohibited conduct/behavior of hazing, bullying, harassment and other hostile misconduct on or off-campus, online or remote. Enhanced language clarifies the duty to report, in good faith, violations of policy or any related laws. The policy reinforces the prohibition of retaliation against individuals for reporting or against individuals participating in administrative processes related to enforcement of the policy or related laws. It informs of the reporting requirements, reporting options, contact information, and method in which to submit a report/complaint for a violation or incident, based on the type of occurrence.

ARP 16.06 – Firearms and Other Weapons, upon approval by the President on April 24, 2024, operational policy ARP 16.06 was replaced with the approved revision. Requested revision strengthens language and expands the policy to include ammunition, explosives, and other weapons. The revision clarifies state, federal and university prohibition to carry or store firearms and other weapons and applicability of policy while representing the university at any location and when traveling to/from events. It provides for a process to request exemption within specific categories and if authorization is granted, the limitations of the exemption. The policy reinforces responsibility for maintaining safety, documenting activity and ongoing training requirements, how to report violations and potential sanctions for violations.

ARP 15.15 – Electronic Mail, upon approval by the President on June 24, 2024, operational policy ARP 15.15 was replaced with the approved revision. Requested revision incorporates recommendations by establishing an effective framework to improve security, usability, and technology integration. The policy emphasizes NMSU email as the official email address and official means of communication of university business for students, faculty, staff, affiliates or any authorized individual or group. It establishes required standards aligned with the industry to mitigate risk. It pronounces user responsibilities, including transmission of regulated and controlled data, and prohibited use. It establishes post-employment email access termination criteria and the method to request extension of email services, under certain exceptions. It addresses approval requirements for affiliate and third-party email service access requests.

ARP 16.75 – Unoccupied Aircraft Systems (“Drone”), upon approval by the President on June 24, 2024, operational policy ARP 16.75 was replaced by the approved revision. Requested revision informs the university community members including third parties of regulatory and university requirements for submitting a request to fly a drone on or above University Premises and in support of the university’s mission. Enhanced language informs employees and third parties of their responsibility and potential non-compliance implications. It defines circumstances under which a request for authorization may occur, restrictions when authorized, and prohibited flights. The revision adds international as a request consideration and the required approval. It allows for submission of exemption requests and exemption considerations. Identifies NMSU Environmental Health, Safety and Risk Management (EHS&RM) as the main point of contact and, in most circumstances, the approving authority for flight operations. Provides reporting, registration, insurance, and disposition requirements.



Board of Regents Meeting
Meeting Date: June 28, 2024
Agenda Item Cover Page

Agenda Item # F-1

- Action Item
- Consent Item
- Informational Item

Presented By: **Sylvia Y. Acosta, Ph.D.**
Chief Executive Officers
NMSU Foundation Inc.

Agenda Item: Report from the New Mexico State University Foundation

Requested Action of the Board of Regents: None. Information only.

Executive Summary: This is a quarterly report provided to the Board of Regents from the New Mexico State University Foundation

References:
See attached report.

Prior Approvals:
N/A



NMSU FOUNDATION UPDATE

DR. SYLVIA Y. ACOSTA '10

JUNE 28, 2024



NM
STATE

FOUNDATION

BE BOLD. Shape the future.

Fundraising Progress

	FY2024 (July-June [^]) [^] through June 24, 2024	FY2023 (July-June)
Total Fundraising Dollars	\$28.4M	\$25.06M
Cash/Pledges vs. Deferred	\$19.3M Cash \$9.1M Deferred	\$11.2M Cash \$13.9M Deferred*
Pending Proposal Dollars	\$38M (includes \$4.2M deferred)	\$4.9M (includes \$3.1M deferred)
Number of Donors	4,077	3,972
Visits	2,172	968
Qualification Visits	695	438

*Includes anonymous principal planned gift

The Foundation in Action

- Inaugural 1888 Minutes of Giving - \$215,000
- Thank Every Aggie Program – New Videos every month to all donors
- Alumni Calendar of Events: Farmington; El Paso; Las Cruces; ABQ all on the calendar



Patrick Stewart

VP of Philanthropy & Alumni Relations

- Start Date: July 29, 2024
- Patrick helped lead the UC San Diego “non other” Campaign raising \$3.05 billion.
- Patrick has served on leadership teams that have realized multi-billion dollar philanthropic impacts at top academic institutions in the US and UK.
- Secured a \$25 Million dollar gift to the Bioengineering Department at UC San Diego.
- Helped secure the new Molecular Sciences Research Hub at the Imperial College London, White City Campus.



New Mexico State University Foundation Update

Dr. Sylvia Y. Acosta '10

Foundation Fundraising:

With another week until the close of FY24, the NMSU Foundation has raised \$28.4 million (July 1, 2023-- June 24, 2024), an increase from FY23's \$25.06 million fundraising total. Most importantly, this reflects an increase of 72% in Cash vs. Deferred gifts from FY23 to FY24 with the Foundation raising \$19.3 million in cash gifts and \$9.1 million deferred. The Foundation also has \$38 million in current pending proposal dollars, which is seven (7) times higher than the same time period in FY23. The Foundation's fundraising success is directly related to an increase in donor visits and qualification visits, a continued increase in the number of donors, as well as our focus on Cash vs. Deferred gifts.

Foundation In Action:

The NMSU Foundation's Inaugural "1888 Minutes of Giving" campaign raised \$215,000. The NMSU Foundation has launched the "Thank Every Aggie Program" which is utilized to thank every donor, regardless of giving level, on a monthly basis. The Foundation has been finalizing the Alumni Association Calendar of events for FY25. Events (and upcoming events) include Farmington, NM; El Paso, TX; Las Cruces, NM; and Albuquerque, NM.

Foundation Leadership Hiring:

The NMSU Foundation is thrilled to announce that Patrick Stewart has been selected to be the Foundation's Vice President of Philanthropy and Alumni Relations who will start on July 29, 2024. Patrick has over 15 years of philanthropy experience and has served on leadership teams that have realized multi-billion-dollar philanthropic impacts at top academic institutions in the US and UK. Some of Patrick's career highlights are, helping lead the UC San Diego "non other" campaign which raised a total of \$3.05 billion, which helped establish nearly 500 new scholarships and fellowships to innovative advancements in medicine and research. Patrick also helped secure the "Molecular Sciences Research Hub" at the Imperial College London, White City Campus. The facility helped the chemistry department move into a custom-built facility which provided the additional space and flexible infrastructure needed to drive major advances in chemical and molecular sciences.



Board of Regents Meeting
Meeting Date: June 28, 2024
Agenda Item Cover Page

Agenda Item # F-2

- Action Item
- Consent Item
- Informational Item

Presented By: **Kathryn Hansen**
Director and CEO
Arrowhead Center Inc.

Agenda Item: Report from Arrowhead Center Inc.

Requested Action of the Board of Regents: None. Information only.

Executive Summary: This is a quarterly report provided to the Board of Regents from the Arrowhead Center Inc.

References:
See attached report.

Prior Approvals:
N/A

Arrowhead Center, Inc.
Report to the NMSU Board of Regents
June 28, 2024

1.0 Introduction

This report, presented to the NMSU Board of Regents, contains information on the state of corporation (finances and performance); Arrowhead Park; intellectual property (IP) protection and commercialization; entrepreneurship and innovation ecosystem; student engagement; and economic impact.

2.0 State of the Corporation

Annual Board Meeting. The annual board meeting was held on June 13, 2024. New board members include Mark Roper, New Mexico Economic Development Department Acting Cabinet Secretary; Lisa Henderson, NMSU General Counsel and Chief Legal Officer, and new interim members Interim President Dr. Mónica Torres, Interim Provost and Chief Academic Officer Dr. Lakshmi Reddi, and Interim Dean of the College of Engineering Dr. David Jáuregui.

Faculty and student spotlights kicked off the meeting; action items included approval of the FY2025 budget and election of FY2025 corporate officers: President and Chief Executive Officer, Kathryn Hansen; Vice President/Secretary, Dr. Luis Cifuentes; and Treasurer, Ross Justus.

Financial Profile.

FY2024 Financial Report (7/1/2023 - 4/30/2024)

Through 04/30/2024, total revenue is \$794,106 (82% of the \$966,733 budget). Sources of revenue included land and office rent, contracts, license fees, and royalties.

Total expenses as of April 2024 were \$713,885 (50% of the \$1,424,604 budget). Expense categories included contracts, personnel, professional services, and maintenance. The lower-than-expected Genesis Center and Park expenses are due to end-of-year journal entries in June for the majority of program expenses. The change in net position is \$80,220, with a fund balance of \$2,073,216 as of 04/30/2024.

FY2025 Budget (7/1/2024 - 6/30/2025)

For FY 2025, ACI has total budgeted revenue of \$1,014,559, and total budgeted expenditures of \$1,344,324, resulting in a projected net loss of \$329,765. The projected fund balance will be approximately \$1,813,165 as of 6/30/25.

Sources of revenue include office space rental (Genesis Center) and ground lease revenue in Arrowhead Park, contracts, and commercialization of NMSU IP.

Sources of expenses include Genesis Center, Arrowhead Park, contracts, IP revenue distribution, and administrative expenses. For land lease and development in the Park,

projections are \$683,122 in revenue and \$780,503 in total expenditures, resulting in a projected net loss of \$97,381. Revenues from previous years had been retained for Park operations and improvement expenses.

Goals and Performance Metrics. Arrowhead's goals are aligned with broader NMSU strategies for outstanding student experiences; research and creativity; economic development; and effective and efficient operations.

1. Enhance student experiential learning through entrepreneurship education, practice, and application;
2. Enhance NMSU's research, innovation, and creativity profile through engagement with industry, government, and private partners;
3. Expand entrepreneurship and innovation services to communities and institutions across New Mexico and the region; and
4. Operate efficiently and effectively.

At mid-fiscal year (July 1, 2023 - December 31, 2023), Arrowhead gathers data on most metrics, except a few that are only measured on an annual basis. Of the 17 metrics evaluated at mid-year, eighty (80%) were met or exceeded. Of particular note is the number of student employees funded by external sponsors, entrepreneurial education/training events held for students, number of students participating in pitch competitions and pitch sessions, number of continuing clients served, increase in the number of SBIR/STTR proposals submitted and in collaborations across the region and country, representing a significant increase in demand for Arrowhead's entrepreneurial services.

A report will be developed this fall detailing FY 2024 performance metrics including number of entrepreneurial education/training events held for students; student employees funded by externally-sponsored grants and contracts; internship opportunities; student ventures; student startups; competitions and pitch sessions; students participating in competitions and pitch sessions; number of students participating in entrepreneurship programs; collaborations; contracts with the private sector; licenses and material transfer agreements; tenants recruited/retained to/by Arrowhead Park and Genesis Center; new ventures assisted; existing ventures assisted; ventures (new and existing) with increased revenue, investment, or funding; communities in New Mexico served by Arrowhead programs; SBIR/STTR applications submitted; mentors/advisors active in Arrowhead Innovation Network; and analyses conducted on critical programs and client feedback.

3.0 Arrowhead Park

Completed Projects. Two construction projects are now finalized as the Park wraps up FY 2024. The U.S. Economic Development Administration (EDA)-funded road and utility project has been finalized, with Film Street becoming the Park's newest roadway. The 14,000 sq. ft. Creative Media Technology (CMT) building for Doña Ana Community College (DACC) is also now complete and will be ready for classes this fall. A grand opening of the building will

be held in October 2024, in conjunction with the DACC 10x25 Digital Media Conference.

Required Infrastructure. In order to support future planned developments, Arrowhead continues to seek funding for \$6.2 million in needed Park infrastructure. Submissions are complete for the NMSU Congressionally Directed Spending (CDS) FY25 proposal, the NMSU capital planning process, and various groups within NM's state government. Park infrastructure needs have also been submitted directly to the three federal legislative offices that support our region. The Park and NMSU have also engaged the City of Las Cruces regarding a joint plan to tie water and wastewater systems in the Park to City infrastructure, which would improve service and resolve long-term funding needs for system growth.

Development Plans. Development of a new office building for Arrowhead and other tenants has been a major effort for the last nine months. A schematic-level design and site plan are complete, along with an estimate of project cost. Due to current costs of construction and lingering high interest rates, the resulting lease rates for office and lab space are expected to be \$43 and \$52, respectively, significantly above local market conditions. The Park and our developer are now working with two local real estate companies to conduct a pre-leasing effort (estimated at nine months) prior to final design and construction. At the same time, Arrowhead Center continues to seek a major donor gift to make the new space more affordable.

Soundstage. Arrowhead has completed a study of the site plan, design, and project cost for the proposed 36,400 sq. ft. NM Economic Development Department (NMEDD) film soundstage at the Park. NMSU and Arrowhead are working with NMEDD to finalize an agreement that will allow NMEDD to obligate the \$15 million of design and construction funds to ACI by the end of June. Once the funding is transferred, a 16-to-18-month development phase will ensue, with construction targeted for completion in December 2025.

4.0 Intellectual Property Protection and Commercialization

IP and Commercialization Environmental Analysis. Arrowhead is conducting a formal assessment of IP and commercialization at NMSU. The current IP ecosystem will be characterized by 1) faculty and staff participation; 2) resources of IP office and Arrowhead Center; 3) prioritization of commercialization; and 4) industry engagement for commercialization purposes. Included in the assessment will be a comparison of NMSU IP activity compared to other four-year academic institutions in the U.S. of similar size and research expenditures.

Patents and Licenses. During the last six months (since December 7, 2023), two provisional patents were filed, three utility patents were filed, and four patents were issued. Patents issued during this time represented work in the colleges of Engineering, Arts and Sciences, and ACES. The four patents issued are shown below. Two new commercial licenses were executed.

Issued Patents.

Apparatus and method for agricultural contaminant detection. US 11,862, 447 B2

- Issued: January 02, 2024
- NMSU Inventors: Gary Eiceman, Jennifer Randall, Gyoungil Lee, and Alexandre Tarassov
- NMSU College of Arts & Sciences and College of Agricultural, Consumer & Environmental Sciences

Solar-battery integrated DC system. US 11,603,638 B1

- Issued: February 27, 2024
- NMSU Inventors: Satishkumar J Ranade, Sijo Augustine, and Olga Lavrova
- NMSU College of Engineering, in partnership with National Technology & Engineering Solutions, Sandia, and Urban Electric Power

Porous prosthetic sleeve liner material, US 11,925,569 B1

- Issued March 12, 2024
- Former NMSU Inventors: Robyn Marks, Reza Foudazi, Neda Sanatkaran, and Ryan Zowada
- NMSU College of Engineering

Threshold-based min-sum algorithm to lower the error floors of quantized low-density parity-check decoders. US 11,962,324 B1

- Issued April 16, 2024
- NMSU Inventor: David Mitchell
- NMSU College of Engineering, in partnership with Notre Dame

New Licenses

Games Learning Lab, LLC has executed a non-exclusive commercial license with College of ACES, Innovative Media Research, and Extension Learning Games Labs License Library of Digital Learning Games, to place on a global platform in multiple languages.

Triebold Paleontology, Inc., has executed an exclusive license to create a scale replica and globally market the Baby Woolly Mammoth fossil, a unique, sought after whole fossil, part of Zuhl Collection.

Celebration of NMSU Faculty/Staff Innovation and Commercialization. Arrowhead Center and the Office of Research, Creativity, and Economic Development celebrated World Intellectual Property Day on April 26, 2024, awarding the NMSU IP Award to Learning Games Lab (College of ACES, Innovative Media Research, and Extension) for their worldwide commercial license with Game Learning, LLC, a leading EdTech company that develops and distributes worldwide online learning games for K-12 students. The license will place Math Snacks™ on a worldwide, multi-language platform for use across the globe.

5.0 Entrepreneurship and Innovation Ecosystem

Entrepreneur-in-Residence. NMSU alum Daniel J. Jones has joined NMSU Arrowhead Center as our latest Entrepreneur-in-Residence (EIR). EIRs provide Arrowhead Center clients – from both on- and off-campus communities – expert guidance and mentorship as they navigate business development and technology commercialization. Jones graduated from NMSU in 2004, earning a bachelor’s degree in finance. He went on to study academic and corporate innovation at Stanford University and has served as a multi-time founder, chief executive, and entrepreneur. Jones is wishing to take on an even bigger role at NMSU, working with faculty innovators.

Collaboration. Through NMSU Arrowhead Center's collaboration with various strategic partners and sponsors (DOE, NMEDD, SBA, EDA, MBDA, NSF, Hunt Family Foundation, Foster Family Foundation, and Daniels Fund), Arrowhead Center is dedicated to building the entrepreneurial and innovation ecosystem in the state and region through offering programs and resources that support innovators and business founders, and through partnering with diverse organizations to provide a path to successful commercialization.

Business Incubator Facility. Arrowhead Center, recognized as a New Mexico State Certified Incubator and supported by the NMEDD, faced significant hurdles in maintaining and attracting tenants after the COVID pandemic. To address these challenges and enhance its appeal to post-COVID innovators and entrepreneurs, Arrowhead initiated a strategic rebranding from its previous identity, the Arrowhead Technology Incubator, targeting key sectors such as energy, agriculture, and space. NMEDD has allocated \$80,000 to Arrowhead for this rebranding effort. The funding will not only support the rebranding but will also help modernize the outdated equipment within the incubator facilities (Genesis C).

Arrowhead RenewTech Accelerator and Incubator. Arrowhead Center was one of 23 incubators and accelerators across the country to land Department of Energy (DOE) funding through its Energy Program for Innovation Clusters (EPIC) program. Arrowhead is implementing a program with dual components positioned to bolster regional partnerships by providing a comprehensive support system for energy startups, with focus on the integration of water and energy sectors. This program is strategically designed to leverage NM’s rich innovation assets and infrastructure, fostering a conducive environment for the growth and development of emerging technologies while addressing the most pressing needs of the region.

Scale UP NM. The most recent Venture Funding Sprint cohort successfully completed their business acceleration program. Fifteen New Mexico-based technology startups enjoyed access to mentorship, education, and networking opportunities, with an emphasis on fundraising. Participants represented a broad range of sectors, including climate solutions, energy, space, biotechnology, healthcare, medical devices, telecommunications, agriculture, beauty, and AI.

USDA Rural Partners Network (RPN). Arrowhead Center became a co-host in Dona Ana County. USDA Rural Development’s RPN is working with rural communities to foster

economic growth. With an alliance of federal agencies and civic partners, RPN helps create jobs, build infrastructure, and improve communities throughout rural America. So far, Arrowhead has supported the USDA in hosting a conference held in Las Cruces, promotion of USDA funding opportunities, and RPN training.

6.0 Student Engagement.

Hunt Center for Entrepreneurship. Director of the Hunt Center for Entrepreneurship Carlos Murguia highlights the organization's plans for, among other initiatives, construction innovation. Advances in elements such as materials, software, AI, and logistics, Arrowhead's plans to collaborate in thoughtfully designed construction projects in sectors such as healthcare, media, and agriculture. During the coming fall semester, the Hunt Center will sponsor a construction hackathon for NMSU and UTEP engineering students.

Nusenda FinTech Lab. The Nusenda FinTech Lab at Arrowhead Center's goal is to become a center of financial technological innovations in the Southwest region. It offers valuable early stage resources to help start-ups reduce capital requirements while the foundations of their ventures mature. The Nusenda FinTech Lab and the College of Business coordinate their respective speaker series to increase attendance and to promote working relationships.

The Nusenda FinTech Lab offers opportunities to student entrepreneurs and innovators, as well as to students looking for employment. One of our outstanding employees is Sebastian Sanchez, a native of Deming, New Mexico. He has worked with Arrowhead for the past two years and is passionate about creating opportunities for entrepreneurs at all stages of startups. A fall 2024 MBA student, Sebastian graduated in May 2024 with a bachelor's in marketing and a minor in advertising. He is skilled with promotion, marketing, communication, and graphic design and uses those skills in programs such as the Nusenda FinTech Lab. Through these programs, Sebastian has helped create various events and workshops that provide student entrepreneurs a look into the field of startups. Events include pitch competitions, speaker series, networking events, workshops, as well as the 2023 Aggie Shark Tank, the popular competition where both on- and off-campus spectators fill the NMSU Center for the Arts.

Arrowhead's *New Mexico University Center for Regional Commercialization and Resilience* (UC) has recently created resources and curriculum, including running the entrepreneurial education and certification program across Studio G sites, designing and beginning the pilot phase of the student-focused technology commercialization and sustainment curriculum, and piloting the internship program with several students and one of the UC's core partners – the NM Energy Technology Incubator (NMETI), which focuses on accelerating fusion technologies. Through Arrowhead Center's collaboration with the DOE, the UC is poised to significantly enhance technology commercialization across the state, particularly in the areas of renewable and clean energy solutions. Leveraging established partnerships with DOE-funded laboratories, the initiative offers robust pathways for hands-on technology commercialization through experiential learning.

8.0 Economic Impact

The partnership between Arrowhead Center and CBED in the College of Business is a strong one, with growing recognition and contract revenue. Examples of joint projects are listed below.

Economic Impact Studies. In January 2024, the university published *Economic Impact and Contribution of New Mexico State University, 2022*, a report on a study conducted by Arrowhead Center and the Center for Border Economic Development (CBED). The study helped to shed light on NMSU's substantial benefits for the state's residents, businesses, and economic landscape. The report noted that NMSU had a statewide economic impact of 11,463 direct jobs and 19,634 total jobs; \$2.6 B in economic output, with \$1.6 B value-added; and \$905 M in labor income. Additionally, NMSU awarded 4,777 degrees, with a total estimated value of \$1.2 B in discounted future earnings for graduates. These impacts were the result of NMSU operations in each of New Mexico's 33 counties, including Cooperative Extension Service offices; 13 agricultural science and research centers; satellite learning centers; and the 66,000+ alumni living and working in the state.

In January 2024, Arrowhead Center and Center for Border Economic Development released an economic impact analysis of the Santa Teresa Industrial Park in 2023. The analysis concluded that ~~found~~ the Santa Teresa Industrial Park supported 4,442 direct jobs and 7,246 total jobs in New Mexico in 2023, in addition to contributing \$1.97 B to economic output in the state. The full report is available at <https://arrowheadcenter.org/economic-and-policy-studies/>

Recently kicked-off is a three-year project to develop a Santa Teresa Strategic Plan to strategize infrastructure improvements for industrial development in the Santa Teresa area. Arrowhead and the Center for Border Economic Development are supporting the economic development and economic analysis components of the plan, which will also include master plans for land-use, water, wastewater, drainage, dry utilities, and transportation.



Board of Regents Meeting
Meeting Date: June 28, 2024
Agenda Item Cover Page

Agenda Item # I-1

- Action Item
- Consent Item
- Informational Item

Presented By: Andrew Bowen
Chief of Police

Agenda Item: Inter-governmental Service Agreement Between New Mexico Department of Public Safety and New Mexico State University

Requested Action of the Board of Regents: Approval of the Inter-governmental Service Agreement Between New Mexico Department of Public Safety and New Mexico State University

Executive Summary

The purpose of this agreement relates to the agreement between New Mexico State University and the New Mexico Department of Public Safety (NMDPS); and for NMDPS upon request to provide law enforcement assistance and additional security during special events on NMSU property. NMDPS is not appropriated sufficient funds to pay mileage, per diem and overtime expenses accumulated by NMDPS officers and communication specialists to assist with an NMSU event and would require compensation/reimbursement for their services. This Inter-governmental Service Agreement also outlines responsibilities and release of liability.

References

Please refer to the following attachments for review.

Prior Approvals

6/18/2024 University General Counsel

**INTER-GOVERNMENTAL SERVICE AGREEMENT
BETWEEN
NEW MEXICO DEPARTMENT OF PUBLIC SAFETY
AND
NEW MEXICO STATE UNIVERSITY
24-79000-4000-00018**

THIS AGREEMENT is entered into by and between the **NEW MEXICO DEPARTMENT OF PUBLIC SAFETY**, hereinafter referred to as "**DPS**", and **REGENTS OF NEW MEXICO STATE UNIVERSITY**, hereinafter referred to as "**NMSU**" and collectively "the Parties".

WHEREAS, NMSU is authorized to create and employ such police officers as are necessary to protect lives and property on NMSU lands and facilities pursuant to NMSA 1978, §29-5-1.1 and § 29-5-2.; and

WHEREAS, pursuant to NMSA 1978, §29-2-18 the chief and other members of the New Mexico Department of Public Safety, who, when duly commissioned and sworn under the provisions of Sections 29-2-1 through 29-2-29, NMSA 1978 will perform the following duties:

1. They will be conservators of the peace within the state, with full power to apprehend, arrest and bring before the proper court all law violators within the state; and
2. Upon request of any officer or agency of the state charged with the duty of enforcing any law of the state, made to the New Mexico Department of Public Safety, State Police, one or more members of the New Mexico State Police, may be temporarily designated specifically to enforce the provisions of such law; and

WHEREAS, DPS and NMSU enter into this Agreement to provide assistance and additional security during special events on NMSU property. DPS is not appropriated sufficient funds to pay mileage, per diem and overtime expenses accumulated by DPS officers and communication specialists which will be required in order to provide these services. Therefore, the NMSU agrees to pay for those services as set forth herein.

NOW THEREFORE, in consideration of the promises and mutual obligations herein, the parties hereto do mutually agree as follows:

I. SCOPE OF WORK

- A. DPS agrees to assign available manpower, as deemed necessary by DPS and mutually agreed to by both parties, to provide additional assistance and security during special events.

- B. DPS will provide the number of officers and/or supervisors at requested events held on NMSU lands and facilities, dependent on available manpower.
- C. NMSU agrees to provide the equipment, office space and necessary parking spaces, as mutually agreed by the parties, necessary for DPS to provide the requested assistance and security services during the term of this agreement.
- D. Neither party will be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act, Section 41-4-1, et. seq., NMSA 1978 as amended and other applicable laws

II. COMPENSATION

- A. NMSU will pay to DPS at a rate of **Seventy-five dollars (\$75.00)** regular time and **Eighty-five dollars (\$85.00)** overtime per hour, per officer for a total amount not to exceed **Forty Thousand dollars (\$40,000.00)** per year to reimburse the officers, supervisors, and communication specialists for mileage, per diem, expenses, overtime expenses and related expenses incurred by the officers and communication specialists assigned. Sixteen minutes and forty-six minutes after the hour will be paid at the next half hour
- B. Payment by NMSU will be made upon receipt of a certified statement detailing the straight time, overtime, mileage, per diem and related expenses incurred by DPS personnel, submitted by DPS on a quarterly basis. DPS will submit its statement to NMSU no later than the thirtieth of each month following the quarter for which services are being billed.
- C. NMSU and DPS will review and revise compensation annually if necessary. Amendments will be in writing and signed by all parties. All financial obligations of the parties will be subject to sufficient appropriations to the obligated party by the New Mexico legislature. The sufficiency of funds will be determined by the obligated party.

III. TERM

This Agreement will terminate on **June 30, 2029**, unless terminated pursuant to Paragraph IV. TERMINATION.

IV. TERMINATION

- A. Either party may terminate this agreement upon 60 days advance notice provided in writing to the other party.

- B. If either party fails to perform in the manner called for in the Agreement, the other party may terminate this Agreement for default by giving a written termination notice to the authorized individuals named in Paragraph XII.
- C. If it is determined by either party that the DPS had an excusable reason for not performing, such as a lack of available officers and communications specialists due to the press of other DPS NMSP operations, strike, fire, or flood, events which are not the fault of, or are beyond the control of the DPS, the NMSU, after setting up a new delivery or performance schedule, may allow the DPS to continue to work, or treat the breach as a termination for convenience.
- D. Any notice of termination will state the effective date of the termination. The DPS will only be paid for services performed prior to the termination, as specified in the Agreement.

V. RECORDS AND AUDIT

DPS will permit the authorized representative of the NMSU, Department of Finance and Administration or State Auditor to inspect and audit all data and records of DPS relating to its performance under this Agreement until the expiration of three (3) years after final payment under this Agreement.

The periods of access and examination described above, for records which relate to 1) litigation of the settlement of claims arising out of the performance of this Agreement; or 2) costs and expenses of this Agreement as to which exception has been taken by the authorized representative, will continue until such appeals, litigation, claims, or exceptions have been eliminated.

VI. TORT CLAIMS ACT; PRIVILEGES AND IMMUNITIES, EXEMPTIONS, BENEFITS

By entering into this agreement, neither party will be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended and other applicable laws. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by federal, state, local or common law and the New Mexico Tort Claims Act. The department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

VII. RELEASE

Acceptance by DPS of final payment of the amount due under this Agreement, will operate as a release to NMSU, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

VIII. CONFIDENTIALITY

Any “confidential information” defined as confidential by either party, provided to or developed by DPS or NMSU in the performance of this Agreement will be kept confidential and will not be made available to any individual or organization, except as provided by the New Mexico Inspection of Public Records Act.

IX. AMENDMENT

This Agreement incorporates all the agreement, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, or the parties or their agents will be valid or enforceable unless embodied in this Agreement.

X. APPLICABLE LAW

This Agreement will be governed by the laws of the State of New Mexico.

XI. EQUAL OPPORTUNITY COMPLIANCE

DPS and NMSU agree to abide by all federal and state laws and rules and regulations pertaining to equal opportunity. In accordance with these laws and regulations issued pursuant thereto, DPS and NMSU agree to assure that no person in the United States will, on the grounds of race, color, national origin, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this contract. If DPS or NMSU is found not to be in compliance with these requirements during the life of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

XII. NOTICE

Any notice required to be given to either party by this Agreement will be in writing and will be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid or by hand delivery to the locations listed below. Notice given in accordance herewith will be effective upon receipt at the address of the addressee, as evidenced by the executed postal receipt or other receipt for delivery. For purposes of notice the addresses of the parties hereto will, until changed, be as follows:

New Mexico State University

Monica Torres, Interim President
New Mexico State University
1780 E. University Ave.
Las Cruces, NM 88003

New Mexico Department of Public Safety

Jason R. Bowie, Cabinet Secretary
4491 Cerrillos Road
PO Box 1628
Santa Fe, NM 87507-1628

The parties hereto will have the right from time to time to change their respective addresses for purposes of notice hereunder to any other location within the United States by giving a notice to such effect in accordance with the provisions of this Section.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement which becomes effective as of the date of the last signature below.

NEW MEXICO DEPARTMENT OF PUBLIC SAFETY

By: _____ Date: _____
Jason R. Bowie, Cabinet Secretary

Reviewed for legal form and sufficiency:

By: _____ Date: _____
Chief Legal Counsel Matthew Chavez or designee

By: _____ Date: _____
Roberta Vigil, Chief Financial Officer

REGENTS OF NEW MEXICO STATE UNIVERSITY

By: _____ Date: _____
Ammu Devasthali, Chair Member

Reviewed for legal form and sufficiency:

By:  Date: 6-18-24
Lisa Henderson
General Counsel



Board of Regents Meeting
Meeting Date: June 28, 2024
Agenda Item Cover Page

Agenda Item # I-2

- Action Item
- Consent Item
- Informational Item

Presented By: Andrew Bowen
Chief of Police

Agenda Item: Inter-governmental Service Agreement Between the City of Anthony Police Department and New Mexico State University

Requested Action of the Board of Regents: Approval of the Inter-governmental Service Agreement Between the City of Anthony Police Department and New Mexico State University

Executive Summary

NMSU and the City of Anthony Police Department propose to enter into an ISA to provide assistance and additional security during special events on NMSU property. This can also be utilized for requests of additional security from the Cooperating Agency for events within their jurisdiction.

References

Please refer to the following attachments for review.

Prior Approvals

6/18/2024 University General Counsel

INTER-GOVERNMENTAL SERVICE AGREEMENT
Between the
CITY OF ANTHONY POLICE DEPARTMENT
And the
NEW MEXICO STATE UNIVERSITY

This Inter-Governmental Service Agreement (ISA) is made and entered pursuant to the Joint Powers Agreement Act, Section 11-1-1 et. seq., NMSA 1978 between the **Regents of New Mexico State University (NMSU)** and the **City of Anthony Police Department**, hereinafter referred to as the (Cooperating Agency).

INTER-GOVERNMENTAL SERVICE AGREEMENT TO BE EXERCISED:

WHEREAS NMSU is authorized to create and employ such police officers as are necessary to protect lives and property on NMSU lands and facilities pursuant to 29-5-1.1 and 29-5-2, NMSA 1978.

WHEREAS pursuant to 29-7-7, NMSA 1978, the Chief and other members of the Cooperating Agency, who, when duly commissioned and sworn under the provisions of Chapter 29, Article 1, NMSA 1978 will have the following powers and will perform the following duties:

1. Preserve the peace within the stipulated jurisdictions, with full power to apprehend, arrest and bring before the proper court all law violators within the stipulated jurisdictions; and
2. Upon request of any officer or agency of the state, charged with the duty of enforcing any law of the state, which is specific to the New Mexico State University Police Department and/or the Cooperating Agency, perform the duties mentioned above.

COMMON POWER

The common power to be exercised is the protection of life and property within the jurisdiction (the Jurisdiction) of the New Mexico State University Police Department (NMSUPD)

1. PURPOSE OF THE ISA

NMSU and the Cooperating Agency enter into a ISA to provide assistance and additional security during special events on NMSU property. This can also be utilized for requests of additional security from the Cooperating Agency for events within their jurisdiction.

2. **SCOPE OF WORK**

- A. Cooperating Agency agrees to assign available manpower, as requested by NMSUPD and mutually agreed to by both parties, to provide additional assistance and security during special events.
- B. Cooperating Agency agrees to provide the number of officers, supervisors, or both as requested at events held within the Jurisdiction, contingent on available manpower.
- C. NMSU agrees to provide the equipment, office space and necessary parking spaces as mutually agreed by the parties, necessary for the Cooperating Agency to provide the requested assistance and security services during the period above.
- D. Neither party will be responsible for liability incurred as a result of the other party's acts of omissions in the connection with this ISA. Any liability incurred in connection with this ISA is subject to the immunities and limitation of the New Mexico Tort Claims Act, Section 41-4-1, et. seq., NMSA 1978 as amended.

3. **COMPENSATION**

Compensation will be based upon the individual's overtime rate and/or a standardized base rate agreed upon by both entities; payment details will be reviewed on an annual basis by both entities and amended as necessary. Amendments must be in writing and signed by all parties.

Please stipulate the following for the agreed upon compensation option:

- Standardized Base Rate/Hourly Rate **\$65.00 per hour.**

4. **TERM**

This ISA will become effective on the date of the final signature below. This ISA will terminate upon thirty (30) days written notice of either party.

5. **RECORDS AND AUDIT**

The Cooperating Agency must permit an authorized representative of NMSU's Department of Finance and Administration or State Auditor to inspect and audit all data and records of Cooperating Agency relating to its performance under this ISA until the expiration of three (3) years after termination of the ISA.

The periods of access and examination described above, for records which relate to 1) litigation of the settlement of claims arising out of the performance of this ISA; or 2) costs and expenses of this ISA as to which exception has been taken by the authorized representative, will continue until such appeals, litigation, claims, or exceptions have been eliminated.

6. **TERMS AND CONDITIONS**

This ISA requires strict accountability of all receipts and disbursements.

7. **TORT CLAIMS ACT; PRIVILEGES AND IMMUNITIES, EXEMPTIONS, BENEFITS**

By entering into this ISA, neither party will be responsible for liability incurred as a result of the other party's acts or omissions in connection with this ISA. Any liability incurred in connection with this ISA is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by federal, state, local or common law and the New Mexico Tort Claims Act. The department, the coordinating agency and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this ISA modifies and/or waives any provision of the New Mexico Tort Claims Act.

All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation and other benefits which apply to the activity of officers, agents or employees of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, must apply to them to the same extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of the Joint Powers Agreements Act, Sections 11-1-1 to 11-1-7, NMSA 1978.

8. **CONFIDENTIALITY**

Any confidential information provided to or developed by the Cooperating Agency in the performance of this ISA must be kept confidential and must not be made available to any individual or organization, except as provided by the New Mexico Inspection of Public Records Act or otherwise required by law or valid court order.

9. **AMENDMENT**

This ISA incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written ISA. No prior agreement or understanding, verbal or otherwise, or the parties or their agents will be valid or enforceable unless embodied in this ISA. All amendments to the ISA must be in writing and signed by both parties.

10. **APPLICABLE LAW**

This ISA will be governed by the laws of the State of New Mexico. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal misdemeanor penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

11. **EQUAL OPPORTUNITY COMPLIANCE**

The Cooperating Agency agrees to abide by all federal and state laws and rules and regulations pertaining to equal opportunity. In accordance with these laws and regulations issued pursuant thereto, the NMDPS agrees to assure that no person in the United States will, on the grounds of race, color, national origin, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this contract. If the Cooperating Agency is found to not be in compliance with these requirements during the life of this ISA, Cooperating Agency agrees to take appropriate steps to correct these deficiencies.

12. **INDEPENDENT CONTRACTOR STATUS**

Each party will be considered to be an independent party and will not be construed to be an agent or representative of the other party, and therefore, has no liability for the act or omissions of the other party. In addition, neither party, nor any of its employees, agents or subcontractors, will be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this ISA.

13. **SEVERABILITY**

If any provision of this ISA is held invalid or unenforceable, the remaining provisions will continue valid and enforceable to the full extent permitted by law.

14. **FORCE MAJEURE**

No party will be liable or be deemed in breach of this ISA for any failure or delay or performance, which results, directly or indirectly, from acts of God, civil or military authority, public disturbance, accidents, fires, or any other cause beyond the reasonable control of either party.

15. ASSIGNMENT

Neither NMSU nor the Cooperating Agency may assign or transfer any rights, duties, or obligations under this ISA, in whole or in part, without prior written consent of the other party. This ISA will inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successor and permitted assigns.

16. THIRD-PARTY BENEFICIARY

This ISA is for the benefit of parties only. No rights or benefits are conferred to any third-party by or through this ISA.

17. NON-WAIVER

The waiver of a breach of any term of this ISA will in no way be construed as a waiver of any other term or waiver of such breach on any other occasion.

18. NON-EXCLUSIVITY

Each party will have the right to enter into similar agreements with other parties.

19. AUTHORITY

The individuals signing this ISA on behalf of the parties represent and warrant that they have the power and authority to bind the Parties for whom he or she is signing, and that no further action, resolution, or approval from the parties is necessary to enter into a binding contract.

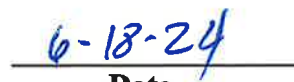
IN WITNESS WHEREOF, the foregoing Inter-Governmental Service Agreement between New Mexico State University and the Cooperating Agency is approved:

REGENTS OF NEW MEXICO STATE UNIVERSITY

Date

Reviewed as to form and legal sufficiency

_____

_____

Lisa Henderson

Date

General Counsel

New Mexico State University

City of Anthony, New Mexico Police Department (Agency-Cooperating Agency)

_____

_____

Chief Vanessa Ordonez

Date

New Mexico State University Police Department

Chief Andrew Bowen

Date



Board of Regents Meeting
Meeting Date: June 28, 2024
Agenda Item Cover Page

Agenda Item # I-3

- Action Item
- Consent Item
- Informational Item

Presented By: Lakshmi Reddi
Interim Provost and Chief Academic Officer

Agenda Item: Posthumous Honorary Degree

Requested Action of the Board of Regents: Approval of a posthumous honorary master's degree in Criminal Justice to be conferred to Julio E. Baray.

Executive Summary

On September 24, 2007 Julio E. Baray died as a result of injuries sustained in an airplane accident while on a mission as an air interdiction agent with the United States Custom and Border Protection Air and Marine.

References

See attached memo and supporting documentation.

ARP 5.50 - <https://arp.nmsu.edu/5-50/>

Prior Approvals

June 14, 2024 – Interim Provost Lakshmi Reddi
June 14, 2024– College of Arts and Sciences Dean Enrico Pontelli
June 14, 2024– Criminal Justice Department Head Dennis Giever
April 5, 2024 – Faculty of the Department of Criminal Justice



Board of Regents Meeting
Meeting Date: June 28, 2024
Agenda Item Cover Page

Agenda Item # I-4

Action Item

Consent Item

Informational Item

Presented By: Lisa Henderson, J.D.
General Counsel

Agenda Item: Board of Regents Bylaw and Committee Charter Revisions

Requested Action of the Board of Regents: Approval of the Board of Regents Bylaw and Committee Charter Revisions as presented.

Executive Summary

Two changes are proposed to the Bylaws of the Regents of New Mexico State University:

1) Amend Article 4.7 Public Comment

Current Version of Article 4.7 in the Bylaws of the Regents of New Mexico State University

4.7 Public Comment: All regular meetings of the Board will include an opportunity for public comment which may be limited to three minutes per person. Prior to commencement of each regular meeting, Board staff or designee will invite members of the public to indicate their desire to address the Board by sign in sheet. Opportunity for public comment will generally be provided at special meetings of the Board, but at the discretion of the chair, may be omitted in consideration of scheduling constraints.

Proposed Version of Article 4.7 in the Bylaws of the Regents of New Mexico State University

4.7 Public Comment: A public comment item may be included on an agenda to permit members of the public to address the regents regarding matters on the agenda for the regents' consideration. The opportunity for public comment will be placed on the agenda at the chair's discretion for regular and special meetings, e.g., public comment may be omitted in consideration of scheduling constraints. Prior to commencement of each regular or special meeting with public comment on the agenda, Board staff or a designee will invite members of the public to indicate their desire to address the regents by sign in sheet. Public comment is limited to three minutes per person and is further limited to a total of 30 minutes per meeting.

2) Amend Attachment 3 (Regents Real Estate Committee Charter) Section J.2

Current Attachment 3 (J.2) to the Bylaws of the Regents of New Mexico State University

Recognizing the value of perspectives independent from NMSU, and the need for astute management of the physical campus and university assets, the RREC will be composed of the following voting members annually appointed by the Board chair: two Regents, the Chancellor, a representative from the academic units, and an odd number, of up to five members from the private sector. The Board chair will appoint a regent member as the RREC chair, and another member as co-chair. Serving as ex-officio, non-voting members to the RREC are the Vice Chancellor & Chief Strategic Financial Officer, the Director of Real Estate, the Associate Vice President for Facilities and Services, the ASNMSU President, and the University General Counsel, or their respective designees and others as appointed by the Board chair.

Proposed Attachment 3 (J.2) to the Bylaws of the Regents of New Mexico State University

Recognizing the value of perspectives independent from NMSU, and the need for astute management of the physical campus and university assets, the RREC will be composed of the following voting members annually appointed by the Board chair: two Regents, the President, the dean of the College of Agricultural, Consumer, and Environmental Sciences, and an odd number, of up to five members from the private sector. The Board chair will appoint a regent member as the RREC chair, and another member as co-chair. Serving as ex-officio, non-voting members to the RREC are the Vice President for Administration and Finance, the Director of Real Estate, the Associate Vice President for Facilities and Services, the ASNMSU President, and the University General Counsel, or their respective designees and others as appointed by the Board chair.

References

[RPM 1.00-B Article 1.4– Bylaws of the Regents of New Mexico State University, including Regents Committee Charters](#)

Amendment: The Board may amend or repeal these bylaws after proper notice and upon three affirmative votes from its voting members.

Prior Approvals

June 18, 2024 Regents Real Estate Committee



Board of Regents Meeting
Meeting Date: June 28, 2024
Agenda Item Cover Page

Agenda Item # I-5

Action Item

Consent Item

Informational Item

Presented By: Scott Eschenbrenner
Special Assistant to the President

Agenda Item: El Paso Electric Utility Easement at Arrowhead Research Park

Requested Action of the Board of Regents: Approval of the El Paso Electric Utility Easement at Arrowhead Research Park as presented.

Executive Summary

There is a request for an El Paso Electric easement on Film Street in Arrowhead Research Park next to the Creative Media Technology building. The easement will be for a 12' x 18' pad mount transformer that will connect with an existing 12' wide easement in Film Street, which was previously approved by the Board of Regents on September 15, 2022. The pad site transformer is for a marque sign at Arrowhead Park that will face Interstate 25. This easement agreement provides for a termination clause if at any time the easement has not been used in at least six consecutive months.

References

Please refer to the following attachments for review.

Prior Approvals

6/18/2024 Regents Real Estate Committee

OVERHEAD & UNDERGROUND EASEMENT
EASEMENT

STATE OF NEW MEXICO
COUNTY OF DONA ANA

Work Request: DN070764

For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **THE REGENTS OF NEW MEXICO STATE UNIVERSITY**, hereinafter called Grantor, grants unto El Paso Electric Company, hereinafter called Grantee, its successors and assigns, whose address is P.O. Box 982, El Paso, Texas 79960, the perpetual right, privilege, authority and easement to enter and erect, construct, operate, remove, inspect, access, and maintain a line of poles at any time with any and all necessary cables, lines, wires, crossarms, guys, and anchors, for an above ground electric distribution and/or transmission system together with an underground electric distribution system, including transformers (conventional or padmount), ducts, conductors, conduits, fixtures, pullboxes, manholes, handholes, service facilities transformers, vaults and any other usual appurtenances, pertaining thereto, together with the overhang of service wires, with the right of access, ingress, and egress, thereto for the installation, construction, operation, inspection, repair, maintenance, replacement, renewal or removal thereof, for the distribution and/or transmission of electricity, for any and all purposes, including communications, for which same is or may hereafter be used, over, upon and along the following described premises and the adjoining roads, streets and highways, in the county named above, to wit:

A portion of **SECTION 33, T.23S, R.2E, N.M.P.M., DONA ANA COUNTY, NEW MEXICO, AS MORE FULLY DESCRIBED IN THE REAL PROPERTY RECORDS OF THE CLERK OF DONA ANA COUNTY IN THE STATE OF NEW MEXICO WITH INSTRUMENT NUMBER 7111775** as shown on the attached Exhibit A and Exhibit B and made a part hereof,

with the right to trim any trees and flora along and around said lines and electrical equipment so as to keep the lines and electrical equipment cleared, the right to erect and set the necessary brace poles, anchors and guy wires, and to do anything proper and necessary to operate and maintain same.

The authority granted herein includes the right to permit the attachment of the cables of any other company.

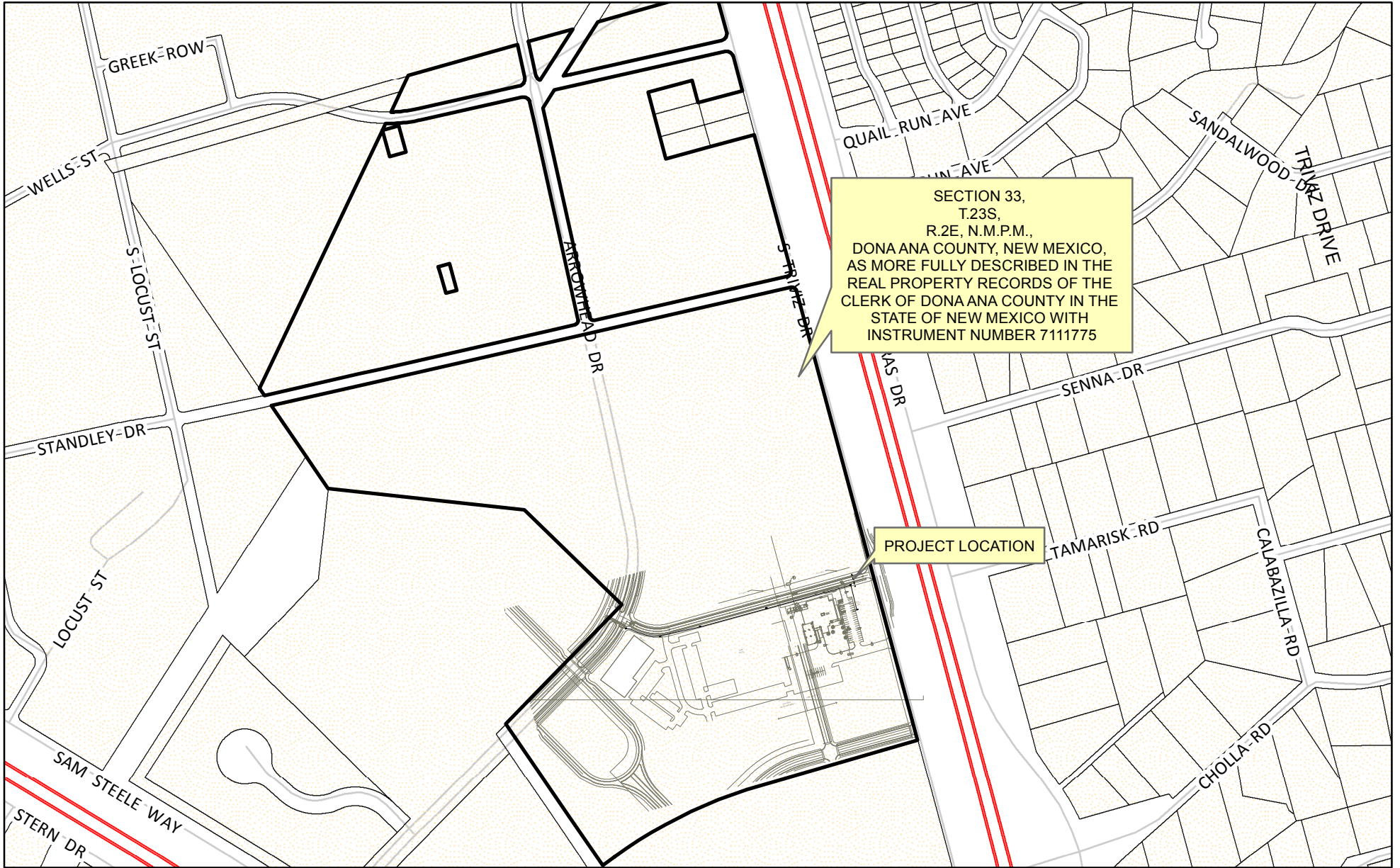
Buildings and structures of a permanent nature, including but not limited to fences, boundary walls, walkways and landscaping that obstruct access to or safe operational clearances from Grantee's electrical equipment; will not be built on or over the easement, or under any overhead electric lines, except with the prior written consent of Grantee.

At Grantor's request, Grantee agrees to terminate, if at the time of the request, the Easement has been not been in use for at least six consecutive months.

This Easement is effective upon the date it is executed by Grantor as stated in the Acknowledgement of Grantor's execution.

[Signatures on following page.]

EXHIBIT "A"



LEGEND (NOT ALL SYMBOLS APPLY)







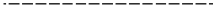
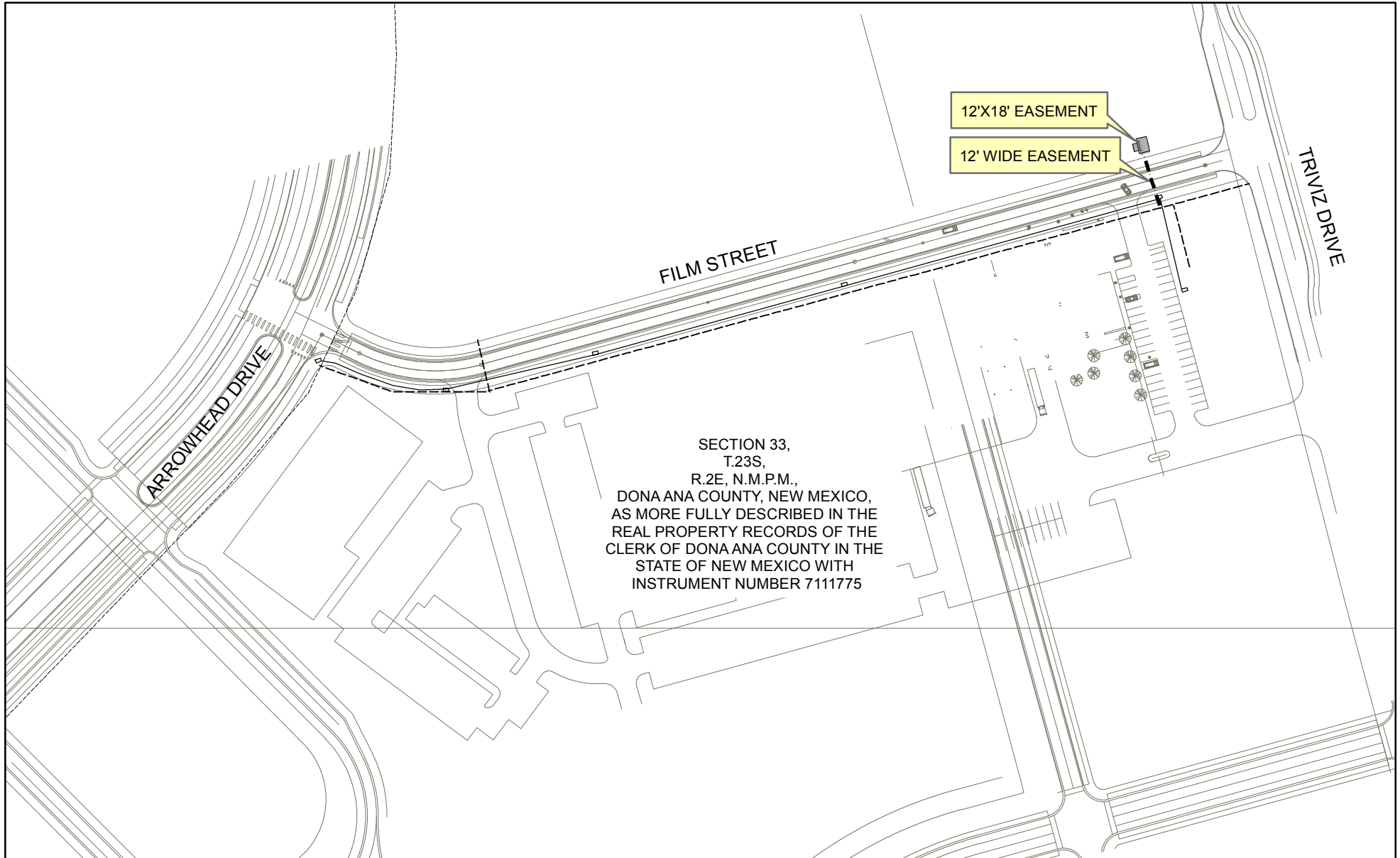
	PADMOUNT TRANSFORMER		UNDERGROUND EASEMENT
	ANCHOR EASEMENT		OVERHEAD EASEMENT
	SWITCH GEAR		OVERHEAD/UNDERGROUND EASEMENT
			EXISTING POWERLINE



EXHIBIT "B"



SECTION 33,
T.23S,
R.2E, N.M.P.M.,
DONA ANA COUNTY, NEW MEXICO,
AS MORE FULLY DESCRIBED IN THE
REAL PROPERTY RECORDS OF THE
CLERK OF DONA ANA COUNTY IN THE
STATE OF NEW MEXICO WITH
INSTRUMENT NUMBER 7111775

12'x18' EASEMENT








12' WIDE EASEMENT

ARROWHEAD DRIVE

FILM STREET

TRIMZ DRIVE

LEGEND (NOT ALL SYMBOLS APPLY)

- | | | | |
|---|----------------------|--|-------------------------------|
|  | PADMOUNT TRANSFORMER |  | UNDERGROUND EASEMENT |
|  | ANCHOR EASEMENT |  | OVERHEAD EASEMENT |
|  | SWITCH GEAR |  | OVERHEAD/UNDERGROUND EASEMENT |
| | |  | EXISTING POWERLINE |



NOT TO SCALE



EL PASO ELECTRIC



Board of Regents Meeting
Meeting Date: June 28, 2024
Agenda Item Cover Page

Agenda Item # I-6

Action Item

Consent Item

Informational Item

Presented By: Scott Eschenbrenner
Special Assistant to the President

Agenda Item: Physical Science Laboratory (PSL) – Hanger Lease Agreement with the City of Las Cruces

Requested Action of the Board of Regents: Approval of the Physical Science Laboratory (PSL) – Hanger Lease Agreement with the City of Las Cruces as presented.

Executive Summary

PSL has been leasing 74,750 square feet of land from the City of Las Cruces at the Las Cruces International Airport since May, 2005. PSL has constructed a 15,000 square foot hangar facility that houses their Unmanned Aerial Systems (UAS) Flight Test Facility. NMSU/PSL is home to the one of the seven FAA approved UAS Test Sites which supports the integration of unmanned systems into the National Airspace System and specializes in unmanned systems flight testing for all classes of UAS. This original lease was for a 20-year term and the ground lease is set to expire May 30, 2025. One of the provisions in the original lease called for the improvements to revert back to the City of Las Cruces (CLC). Further negotiations with the CLC have led us to this agreement. The City will continue to lease the land parcel to NMSU and will allow us to keep the improvements for 30-years with two additional 10-year extensions. The previous lease rate of \$14,950 per year will decrease to \$11,960 per year. This will allow PSL to continue to operate the UAS Flight Test Facility for up to 50-years utilizing the improvements that PSL constructed previously.

NMSU Legal and PSL have reviewed this document.

References

Please refer to the following attachments for review.

Prior Approvals

6/18/2024 Regents Real Estate Committee



Lease
Las Cruces International Airport
City of Las Cruces, New Mexico
New Mexico State University, LESSEE

Lease Date	Maturity Date	Pymt Amt	Pymt Freq	Lease Type	Option to Extend	Rate	SQ Footage
June 1, 2025	May 31, 2075	\$11,960	Annual	Property	2 x 10 yrs	\$0.16 sq ft/ yr	74,750
Address: 800 Aerostar				Land Parcel #: 50			

CITY OF LAS CRUCES	LESSEE
City of Las Cruces; c/o Airport Manager	NMSU Physical Science Laboratory
P.O. Box 20000	PO Box 30002
Las Cruces, New Mexico 88004	Las Cruces, NM 88003-8002
(575) 541-2471	(575) 642-1884
airport@las-cruces.org	sbrenner@nmsu.edu

WHEREAS, the City of Las Cruces (“City”), a Municipal Corporation of the State of New Mexico, is the owner of certain real properties known collectively as the Las Cruces International Airport (“Airport”) in Dona Ana County, New Mexico; and

WHEREAS, the City maintains designated areas on the Airport specifically to lease said areas to aviation-related businesses and individuals to develop the Airport, its infrastructure, and aviation business for the benefit of the citizens of the City; and

WHEREAS, New Mexico State University (“Lessee”) desires to lease the real property or facility as described herein on the Airport for the purpose of furthering the Lessee’s aviation interests; and

WHEREAS, the City is willing to Lease the desired real property or facility described herein to the Lessee, and the parties desire to execute a written Lease containing the terms and conditions of their Lease.

NOW, THEREFORE, this lease is made and entered into this **1st day of June, 2025**, by and between the City and Lessee. The City and Lessee in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the following is agreed:

1. Leased Area. The City hereby Leases to the Lessee, a **Property**, within the city limits of Las Cruces in the County of Dona Ana, State of New Mexico, described as **Parcel 50** and more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference, together with an easement for ingress and egress to the property or facility (hereinafter "Property") by the Lessee.

2. Terms.

A. Lease Term. The term of this Lease shall be **thirty (30) Years** (hereinafter “Lease Term”) commencing on the Commencement Date noted above and terminating on the **31st day of May, 2075**.

B. Subsequent Lease Term(s).

i. Property: At the conclusion of the initial Lease Term, the Lessee shall have the option to extend the lease for up to **two (2)** additional **ten (10)-Year** term(s) at the land lease rate and conditions in effect at the beginning of each of the then current term. At no time shall the initial lease and the term extensions exceed fifty (50) years total. If the Lessee desires to extend the lease, the Lessee shall provide written notification of that intent to the City within sixty (60) days of the terminating date of the current Lease period. Should the

(Lessee’s Initials) _____

Lessee elect to not extend the Lease as provided herein, the provisions of this Lease paragraph 10 and paragraph 11 shall apply.

ii. **Facility:** At the conclusion of the initial Lease Term, the City grants to the Lessee the option to extend the lease for up to (n/a) (n/a) additional (n/a) (n/a)- Choose an item. term(s) of this Lease, at the **Choose an item.** rate, terms, and conditions herein. Each time the Lessee desires to exercise the option, in whole or part, as noted in this paragraph, the Lessee shall provide written notification of that intent to the City within thirty (30) days of the terminating date of the then current Lease period. Lessee shall be granted the right to continue to exercise the option in this paragraph until such time, the total time granted has been consumed. Extensions must be consecutive, without any lapse of time between the end of one term and the beginning of the next. Should the Lessee elect to not extend the Lease as provided herein, the provisions of this Lease paragraph 10 and paragraph 11 shall apply.

3. Rent, Fees and Charges.

A. **Payment of Rent.** The lease rate is **sixteen (\$0.16) cents per square foot per Year.** The total rent due is **eleven thousand nine hundred sixty dollars and zero cents (\$11,960.00) per Year** in advance. The first full installment is to be made on the 1st day of **June, 2025** and shall not exceed 30 days from the date of this agreement, and a like sum on the same day of every **Year** hereafter, without setoff, deduction, or demand. The City may elect to invoice payment notices but is not required to do so.

B. Prorated rent.

i. **Property:** There will be no pro-rated rent charged for Property Leases.

ii. **Facility:** If the lease term commences on a day other than the first day of a month, Lessee will pay to the City a prorated rent for the period from the commencement of this Lease to the date of when the first full installment is due as set out in 4a herein. The prorated rent from the commencement of this Lease is (n/a) (n/a).

C. **Rent Adjustments.** For any Lease that is greater than three (3) years in term, the rent shall be adjusted every third (3rd) year beginning with the Commencement Date until such time the Lease is terminated as provided herein, which includes any subsequent extension(s). The adjustment shall be based on the increase or decrease in the cumulative Average Annual U.S. Consumer Price Index, or its successor report issued by the Federal Government, over the preceding three (3) calendar years of reporting. The City will provide the Lessee notice of the adjusted rent no less than sixty (60) days prior to the then third (3rd) increment due date. The adjusted Rent payment shall be due and payable on the next payment date.

D. **Initial Fees and Charges.** Lessee shall pay a one-time closing and processing fee of Two Hundred and Fifty Dollars and no cents (\$250.00). The fee will be due in conjunction of the first rent payment due as noted herein.

E. **Late Fee Due.** On any rental payment made 10 days after the payment due date, Lessee shall pay a late charge of ten percent (10%) of the rent amount due and payable or part thereof that the payment is late. The late fee shall be in addition to the rent due and payable.

4. **Hold Over Lease.** Should the lessee remain in possession of the Leased Area as a hold-over Lessee, the Lessee shall, in the absence of any written agreement to the contrary, be a tenant from month to month, as defined by applicable New Mexico Law at the current Lease Rate at the time of the expiring term computed on a monthly basis plus an additional 50% of the said current Lease rate; which, when added together, results in the City's rental fee for month to month hold-over tenancies. All other terms and provisions of this Lease shall remain in effect, but in no event shall lease exceed 50 years total.

5. Legal and Regulatory Compliance.

(Lessee's Initials) _____

A. Lessee shall, at its own expense, fully comply with all laws, regulations, rules, ordinances, guidelines, standard operating procedures, and requirements of the applicable City, County, State and Federal authorities and agencies which affect this Lease, the land granted by this Lease, any improvements upon the Leasehold, and/or operations thereon. Such compliance shall be with any laws, regulations, rules, ordinances, guidelines, standard operating procedures, or requirements which have been or may be enacted or promulgated during the effective period of this Lease.

B. Lessee shall pay when due all valid taxes, special assessments, excises, license fees, and permit fees of whatever nature applicable to its operation or improvements thereto. Any fees, fines, or other amounts levied or assessed against the Airport due to actions or negligence by the Lessee, shall be the responsibility of the Lessee. Lessee shall take out and keep current all licenses, permits, and certificates (City, County, State and Federal) required for the conduct of its activities at and upon the Airport, and further agrees not to permit any of said taxes, excises, or license fees to knowingly become delinquent.

C. Lessee recognizes the authority of the FAA, City, Airport, or other such governing authority to take those necessary and legal actions required to safeguard any person, aircraft, equipment, or property at the Airport. Lessee agrees to abide by any suspension, restriction, or designation of specific procedures applicable to any or all Airport operations whenever such actions are established by such authorities.

D. Lessee acknowledges all lease Exhibits are binding and are incorporated by reference. Noncompliance with the exhibits is considered non-compliance of this Lease and may be considered a default and result in termination of the Lease.

6. Default and Remedies.

A. Events of Default. If the Lessee is in violation of any of the terms, conditions, or covenants of this Lease, or the Lessee fails to pay any fees, charges, or rent when due and payable, the event as referenced herein this section shall be considered a default of the Lease.

B. Written Notice Required. The City shall provide the Lessee with written notice of any determination of default as well as a cure or remedy for said default. Said written notice will contain a specific time period in which to complete the cure or remedy. If the Lessee receives a third (3rd) notice of default within any 18-consecutive month period, the City may, at its option, impose fines and/or other actions, as applicable.

C. Failure to Comply.

i. Property Lease. If the Lessee fails to correct the default as specified by the City's written notice within the specified period, the City shall have the right to terminate this Lease. The City shall provide said written termination via U.S.P.S. first class mail with return receipt to the Lessee's address as provided herein. If the Lessee does not remedy the default within the time period noted in the termination letter, which should be no less than seven (7) days, the City shall thereupon be entitled to seek progressive action including, but not limited to, lockout of the property, property lien, and/or other remedies as provided by law. Any such action(s) shall not be judged trespass. In addition, the City may also require all associated and permitted operations by the Lessee and sublessees to cease and be removed from the Airport. Lessee agrees to pay any and all legal fees incurred.

ii. Facility Lease. If the Lessee fails to correct the default as specified by the City's written notice within the specified period, the City shall have the right to terminate this Lease. The City shall provide said written termination via U.S.P.S. first class mail with return receipt to the Lessee's address as provided herein. If the Lessee does not remedy the default within the time period noted in the termination letter, which should be no less than seven (7) days, the City shall thereupon be entitled to immediate possession of said premises and may avail itself of any remedy provided by law. In addition, the City may also require all associated and permitted operations by the Lessee and sublessees to cease and be removed from the Airport. Upon such

termination, without further notice or demand, the City may enter upon and into the Leased area, or improvements thereto, or any part thereof, and take absolute possession of the same fully and absolutely, and such re-entry shall not be judged trespass. Lessee agrees to pay any and all legal fees incurred.

D. Waiver.

i. Any waiver at any time by any party of its rights with respect to a default under this lease, or with respect to any other matter arising in connection with this lease, shall only be deemed to be a waiver with respect to the default at issue.

ii. No acceptance by the City of rent, fees, charges, or other payments in whole or in part, for any period or periods after a default of any of the terms, covenants, and conditions to be performed, kept or observed by Lessee, shall be deemed a waiver of any right on the part of the City to terminate this Lease for any subsequent violation by Lessee.

E. Lease Remains Binding. All provisions of this Lease remain binding upon the Lessee while the Lessee is in default.

7. Condemnation of the Property.

A. Eminent Domain Rights. If the physical development of the Airport requires the relocation, removal, or alteration of Lessee's personal property, business, or other operations from the Airport, the City has the right to condemn the personal property, real property, business, or other operations wholly under the City's eminent domain rights. In the event the City or Lessee shall receive notice of any proposed or pending condemnation proceeding affecting the Property or Facility by a party other than the City, the party receiving such notice shall promptly notify the other party and provide copies of such notification.

B. Notice of Total Taking. In the case of a total taking by the City of the areas authorized for use by this Lease, the City will provide a minimum notice of ninety (90) days of such impending action. In the event of such a total taking, Lessee's obligation to pay rent and other charges on the affected area shall terminate on the date of the taking.

C. Actions in the Event of Total Taking. In the case of a total taking, both parties hereto agree that the value of this Lease shall be declared to be zero dollars (\$0.00). The value of the structure owned by the Lessee will be determined by an independent appraisal at Fair Market Value. The Lessee will have the option of receiving the monetary FMV of the structure or having a similar structure constructed on another parcel. The second option will require amendments to the existing lease agreement to reflect the new parcel description and size and any subsequent changes to the rent based upon those changes. The Lessee will not be required to enter into a new lease agreement.

D. Suspension of Possession. During time of war or national emergency the City shall have the right to lease any part of the Airport to the United States Government. If such lease is executed and the provisions of said lease are inconsistent with this existing lease, this existing lease shall be suspended without compensation to Lessee.

8. City Reservations and Subordination.

A. Nothing contained in this Lease shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Chapter 3, Exclusive Rights of the Department of Transportation, Federal Aviation Administration Order 5190.6b, Airport Compliance Requirements, current date.

B. This Lease is subordinate to the provisions of existing and future agreements entered into between the City and the United States to obtain Federal-aid for the improvement or operation and maintenance of the Airport, subject to reasonable notice to Lessee by City of any such proposed agreement and subject further to the right of Lessee to terminate this lease and recover reasonable costs of improvements made by

Lessee if such subordination effectively prohibits Lessee from exercising the fundamental rights conveyed within this Lease.

9. Reserved Water, Gas, Oil, and Mineral Rights. The City reserves, subject to the BLM Patent, all water, gas, oil, hydrocarbon, and mineral rights in and under the surface of the Airport. However, the City shall not conduct any operations on the surface of the Airport for the exploration, development, or recovery of the rights and substances reserved which would unreasonably interfere with the Lessee's use of the Airport.

10. Lease Termination.

A. Termination by Lessee. The Lessee may terminate the Lease with or without cause upon sixty (60) days written notice to the City. The Lessee shall not be entitled to a refund of any fees, charges or rents of any kind paid.

11. Removal of Improvements.

A. Prior to Expiration or Termination of Lease. If at any time during the Lease Term, when all Rent then due and owing has been fully paid and Lessee is not in default under this Lease, Lessee may request to remove any or all improvements owned by the Lessee. Lessee shall give forty-five (45) days advance written notice of its intent to remove the improvements to the City, which shall not unreasonably withhold consent. When removing improvements, the Lessee shall restore the Leased Area to its previously existing condition, including, but not limited to, filling excavations, returning the surface to grade, and leaving the Leased Area safe and free from all debris and hazards.

B. At Expiration or Termination of Lease. At the expiration or termination of this Lease, any or all buildings and other permanent improvements to the Leased Area will, at the direction and sole discretion of the City, either remain intact on the Leased Area and become the property of the City or be removed by the Lessee. Should the City elect for the Lessee to remove any or all improvements, the Lessee shall do so within forty-five (45) days. When removing improvements, the Lessee shall restore the Leased Area to its previously existing condition, including filling excavations, returning the surface to grade, and leaving the Leased Area safe and free from all debris and hazards. All improvements not removed as aforesaid shall, without compensation to or by City, become City's property free and clear of all liability and expenses. Lessee shall thereafter be released from any and all liability, cost or expense associated with the Leased Area, including the improvements thereon, or associated with termination of this Lease. However, if Lessee fails to promptly remove said improvements if and as required by the City, the City may assess and bill Lessee based on receipt of an itemized statement of costs of removal and restoration of the Leased Area.

12. Dispute Resolution. In the event that a dispute arises between City and Lessee under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

13. General.

A. Notices. Whenever any notice is required or permitted herein, such notice shall be provided in writing and shall be sent via U.S.P.S. first class mail with return receipt to the respective address as provided below. Said notice shall be deemed to be delivered whether received or not.

B. Attorney's Fees. City and Lessee agree that if either is found by a court of law to have breached this Lease, reasonable attorney's fees and the cost of litigation may be recovered from the defaulting party.

C. Time of Essence. Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Lease.

D. Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

E. Captions. Any captions to or headings of the sections or subsections of this Lease are solely for the convenience of the parties hereto, are not a part of this Lease, and shall not be used for the interpretation or determination of the validity of this Lease or any provision hereof.

F. Amendment. This Lease shall not be altered, changed, or amended except by instrument in writing executed by the City and Lessee.

G. Severability. If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

H. Successors and Assigns. Subject to the terms and provisions of this Lease, this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns. Lessee may not assign without prior written approval of the City.

I. Sublease. The Lessee shall provide the Sublessee with all clauses herein and inform Sublessee that said clauses are binding on the Sublessee. Failure of Sublessee to abide by any clause(s) will become the liability of the Lessee unless the Lessee can prove that the Sublessee was provided all clauses herein.

J. Suspension of Possession. During time of war or national emergency the City shall have the right to lease any part of the Airport to the United States Government. If such lease is executed and the provisions of said lease are inconsistent with this existing lease, this existing lease shall be suspended without compensation to Lessee.

K. Applicable Law. The interpretation and enforcement of this Lease shall be governed by and construed in accordance with City Ordinance; the laws of the State of New Mexico and United States; and FAA regulations. Venue shall be in the Third Judicial District, State of New Mexico.

L. Lessee's Reservation of Rights. Lessee agrees to comply with the City Ordinances, including Exhibit C, to the extent to the extent authorized by law. Lessee's liability will be strictly limited by and this Agreement will give full effect to the intent of the Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, and any amendments thereto.

M. Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Lease.

N. Representation of Authority. The undersigned personally represent that they have full authority to act on behalf of and bind City and Lessee, respectively.

O. Interpretation and Definitions. The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not strictly for or against City or Lessee. The neuter gender includes the feminine and masculine; and the word "person" includes a corporation, partnership, association, or any other entity. When the context so requires, the singular number includes the plural and vice versa.

P. Consents. Whenever consent or approval of a party is required under this Lease, such party shall not unreasonably withhold the same.

Q. Entire Agreement. Except for documents and exhibits referenced herein, this Lease contains the entire agreement between the parties relative to the subject matter hereof. This Lease supersedes any prior agreements, negotiations, and communications, oral or written, and contains the entire agreement between City and Lessee as to the subject matter hereof. No subsequent agreement, representation, or promise made

by either party hereto, or by or to an employee, officer, agent, or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.

R. Force Majeure. Neither the City nor Lessee shall be deemed to be in breach of this lease by reason of failure to perform any of its obligations hereunder if, while, and to the extent that such failure is due to embargos, strikes, shortages of materials, acts of god, acts of a public enemy, acts of superior government authority, rebellion, or any other condition or circumstance, which is beyond the control of lessee or the City or which could not be prevented or remedied by reasonable effort and at reasonable expense. City shall not be liable for loss of income or profits or any claims of liability on furnishings or equipment.

S. Conflict of Interest. Lessee represents and warrants that Lessee has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, Lessee shall immediately inform the City in writing of such conflict. If, in the reasonable judgement of the City, such conflict poses a conflict to and with the performance of Lessee’s obligations under this Agreement or is otherwise a violation of the City’s current policy or ordinances, then the City may consider the Lessee to be in default of the Agreement.

T. Ambiguity. If an ambiguity or question of intent arises with respect to any provision of this Lease, the Lease will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship of any of the provisions of this Lease.

14. Exhibit(s). The Exhibits attached hereto are hereby incorporated herein by this reference:

- a. Exhibit “A” – Description of Property or Facility
- b. Exhibit “B” – General Lease Conditions, as amended
- c. Exhibit “C” – LCMC Chapter 7.5 – Aviation, as amended
- d. Exhibit “D” – Hangar Usage Guidelines, Inspection Procedures and Special Event Guide
- e. Exhibit “E” – Aviation Fuel Storage, Dispensing & Handling Guidelines

IN WITNESS WHEREOF, City and Lessee have executed the Lease to be in effect as of the date first written above.

CITY OF LAS CRUCES, LESSOR

LESSEE

City Manager (Date)

Lessee or Representative (Date)

APPROVED AS TO FORM:

City Attorney

(Lessee’s Initials) _____



Board of Regents Meeting
Meeting Date: June 28, 2024
Agenda Item Cover Page

Agenda Item # I-7

- Action Item
- Consent Item
- Informational Item

Presented By: Andy Burke, Ed.D.
Interim Chancellor, NMSU System
Community Colleges

Agenda Item:

Doña Ana Community College (DACC) Advisory Board Operating Agreement

Requested Action of the Board of Regents:

Approval and signature: DACC Advisory Board Operating Agreement

Executive Summary:

Requesting review and signature of the DACC Advisory Board Operating Agreement. Some minor changes have been made since the last agreement was signed: structural /formatting changes, changing "President" to "Chancellor", and clarification of duties for the Advisory Board. A tracked document is attached.

References:

New Mexico Statue 1978
[\[§21-14\]](#)

Prior Approvals:

DACC Advisory Board 03/04/2024

Agreement Pertaining to the Operation of Doña Ana Community College

This Agreement is between the Regents of New Mexico State University (“*Regents*”), on behalf of its Doña Ana Community College, and the branch community college board of Doña Ana Community College (“*DACC Advisory Board*”) (each individually, a “*Party*” and collectively, the “*Parties*”), and will take effect on the last date signed below (“*Effective Date*”).

Background

- Doña Ana Community College (“*Community College*”) is a component institution under the governing authority of the Regents.
- Advisory Board with respect to Community College is a nonfiduciary body whose purpose is to provide valuable input in support of the Regents’ governance over Community College.
- The Parties have maintained a longstanding and successful collaboration concerning the operation of the Community College.
- This Agreement is adopted in accordance with the requirements of state law and founded on the desire of the Parties to provide quality educational services in accordance with the needs of the Community College service area.

Agreement

I. Definitions.

“*Advisory Board*” consists of a local school board, or combined local school boards, acting as a single board, situated within the local taxing district that supports the Community College [§21-14-2(A)]¹.

“*Advisory Committee*” means a committee that acts on Advisory Board’s behalf.

“*Chancellor*” means the Chancellor of the New Mexico State University Community College System or successor position designation.

“*Term*” means a period during which this Agreement has effect.

II. Advisory Board.

A. Multiple School District Boards. If Community College is located in a county with more than one local school district, then Advisory Board may designate an Advisory Committee that comprises two representative board members from each local school board. The Advisory Board may delegate to the Advisory Committee functions and responsibilities of the Advisory Board, but may not delegate any duties assigned to the Advisory Board under §21-14-2(B).

B. Duties. Under state law [§21-14-2(B)], the non-delegable duties of the DACC Advisory Board are as follows:

1. enter into a written commitment with the Regents, subject to biennial review by the Parties and to the review and commentary of the New Mexico Higher

¹ Unless otherwise indicated, all section references are to New Mexico Statutes Annotated, 1978, as amended.

Education Department;

2. act in an advisory capacity to the Regents in all matters relating to the conduct of the Community College;
3. approve the annual operating budget of Community College for recommendation to the Regents;
4. certify to the board of county commissioners any tax levy; and
5. issue the proclamation for the election for tax levies for the Community College if the tax levies are to be presented to the voters of the district at a special election, or approve the ballot question if the tax levies are to be presented to the voters of the district at either the general or regular local election.

C. Meetings.

1. *Purposes.* The DACC Advisory Board must meet as necessary to:
 - a. certify to the board of county commissioners any the tax levy; and
 - b. conduct elections for tax levies for the Community College.
2. *Annual Activity.*
 - a. **Budget.** In addition, the DACC Advisory Board must:
 - i. review the annual operating budget of the Community College for recommendation to the Regents; and
 - ii. upon request of either Party, meet at least once a year with the Regents (Joint Meeting).

Coordination. The purpose of the Joint Meeting is to allow each Party to report to the other and make inquiry of the other on all matters relating to the conduct of the Community College.
3. *Additional Meetings.* The Regents, the President of New Mexico State University, the DACC Advisory Board, or the Chancellor may request additional meetings as needed.
4. *Open Meetings Compliance.* All meetings that include either a quorum of the Regents or a quorum of any local school board must be conducted according to the New Mexico Open Meetings Act [§10-15-1 *et seq.*].

III. **Director.** Upon any applicable vacancy, the DACC Advisory Board and the Regents jointly must conduct a search for qualified candidates for a Director. Upon consultation with the DACC Advisory Board, the Regents must then select a Director. [§21-14-2(C).]

IV. **Regents Authority.** Regents have full authority and responsibility over all aspects of the Community College including, but not limited to, academic matters [§21-14-2(D)(1)].

V. **Academic Matters.**

- A. Programs of Study. The Community College will offer educational programs of study that have been approved by the Regents including:
 1. the first two years of college education; or

2. vocational and technical curricula of not more than two years' duration designed to fit individuals for employment in recognized occupations; or
 3. both [§21-14-1(A)].
- B. Employment of Faculty. The Regents must consider application of qualified local applicants before employing teachers of the local school system(s) [§21-14-2(D)(5)].
- C. Credits. The Regents will honor all credits earned by students as though they were earned on the New Mexico State University's main campus in Las Cruces, New Mexico [§21-14-2(D)(2)].

VI. **Financial Matters.**

- A. Management. The Regents are responsible for the financial management of the Community College. The DACC Advisory Board may review all procedures, reports and all other matters related to the financial management of the Community College.
- B. Budget Recommendation. Each year the Chancellor will prepare and present to the DACC Advisory Board a proposed annual budget including a long-range plan for the Community College and the status of each capital outlay project. The DACC Advisory Board must approve an annual budget for the Community College for recommendation to the Regents [§21-14-2(B)(3)].
- C. Funding Sources.
1. *Types*. The Parties intend Community College to be financed by state appropriations, tuition and fees charged to students, grants, gifts, and any other funds that are made available through additional tax levies under the College District Tax Act [§21-2A-1 *et seq.*].
 2. *Appropriation*. The Parties anticipate that the New Mexico Higher Education Department will recommend an appropriation for the Community College based on the Community College's financial requirements [§21-14-9].
 3. *Bond Financing*.
 - a. *Real Property Improvements*. The Regents, on behalf of the Community College, may borrow money through college district general obligation bonds, for the purpose of erecting and furnishing, constructing, purchasing, remodeling and equipping buildings and utility facilities and making other real property improvements or for purchasing grounds, exclusive of stadiums and purchasing and installing computer hardware and software with a useful life equal to or exceeding bond maturity. [§21-2A-6(A)].
 - b. *Taxes*. All tax levied to pay for principal and interest on any general obligation bond of the Community College will be in addition to any taxes levied for operating, maintaining and providing facilities for the Community College under the College District Tax Act [§21-2A-1 *et seq.*].
 - c. *Repayment*. The Parties must cause any repayment of district general obligation bonds to be made in accordance with the College District Tax

Act and to be the general obligation of the college district [§21-2A-7 *et seq.*]. The Regents have no obligation to repay the bonds.

4. *Tuition and Fees.* The Regents will:
 - a. set Community College's tuition and fees [§21-14-5];
 - b. assess to any New Mexico resident residing outside of the Community College service area an out-of-district fee each semester; and
 - c. assess to any non-resident of New Mexico tuition and fees at a higher rate than residents.

VII. **Facilities.**

- A. Acquisition of Property in Name of Regents. All property acquired by the Community College, including all property acquired from the proceeds of a bond issue, will be taken in the name of the Regents [§21-14-14].
- B. Cooperative Use of Physical Facilities. Subject to space and other resource constraints:
 1. the Community College will share facilities in support of New Mexico State University's bachelors and appropriate graduate programs; and
 2. the Regents will share facilities on the Las Cruces campus of New Mexico State University in support of the Community College's programs [§21-14-2(D)(4)].

VIII. **Term; Termination.**

- A. Duration. The Term is indefinite, beginning on the Effective Date, subject to termination as set forth below.
- B. Termination. If Community College has no general obligation or revenue bond then outstanding, then this Agreement may be terminated either immediately by the Parties' mutual written consent or upon six months' notice by either Party. If Community College has any outstanding general obligation or revenue bond, then neither Party has a right to terminate this Agreement until that outstanding bond is retired, unless otherwise provided by law [§21-14-2(E); referencing §21-13-24.1].
- C. Review. This Agreement is made in order to fulfill the requirements of state law and is subject to biennial review by the Parties and the review and comment of the New Mexico Department of Higher Education [§21-14-2(B)(1)].

IX. **Entire Agreement.** This Agreement constitutes an entire understanding between the Parties concerning its subject matter and supersedes any prior commitment, representation or understanding, whether expressed or implied, spoken or written.

X. **No Third-Party Beneficiaries.** This Agreement is for the benefit of the Parties only. No right or benefit is conferred to any third-party by or through this Agreement.

APPROVAL AND ATTESTATION

Regents of New Mexico State University

The **Regents of New Mexico State University** duly approved this Agreement at an official meeting on _____ (date).

As the duly authorized representative, I attest to the truth of the foregoing statement.

Date

Chair

Branch Community College Board

The DACC Advisory Board duly approved this agreement at an official meeting on _____ (date).

Date

Chair



Board of Regents Meeting
Meeting Date: June 28, 2024
Agenda Item Cover Page

Agenda Item # I-8

- Action Item
- Consent Item
- Informational Item

Presented By: Andy Burke, Ed.D.
Interim Chancellor, NMSU System
Community Colleges

Agenda Item:

NMSU Alamogordo Community College Advisory Board Operating Agreement

Requested Action of the Board of Regents:

Approval and signature: NMSU Alamogordo Community College Advisory Board Operating Agreement

Executive Summary:

Requesting review and signature of the NMSU Alamogordo Advisory Board Operating Agreement. Some minor changes have been made since the last agreement was signed: structural /formatting changes, changing "President" to "Chancellor", and clarification of duties for the Advisory Board.

References:

New Mexico Statue 1978
[\[§21-14\]](#)

Prior Approvals:

None.

Agreement Pertaining to the Operation of New Mexico State University - Alamogordo

This Agreement is between the Regents of New Mexico State University (“*Regents*”), on behalf of its New Mexico State University – Alamogordo Community College (“*Community College*”), and the branch community college board of New Mexico State University - Alamogordo (“*ALCC Advisory Board*”) (each individually, a “*Party*” and collectively, the “*Parties*”), and will take effect on the last date signed below (“*Effective Date*”).

Background

- *Community College* is a component institution under the governing authority of the Regents.
- Advisory Board with respect to Community College is a nonfiduciary body whose purpose is to provide valuable input in support of the Regents’ governance over Community College.
- The Parties have maintained a longstanding and successful collaboration concerning the operation of the Community College.
- This Agreement is adopted in accordance with the requirements of state law and founded on the desire of the Parties to provide quality educational services in accordance with the needs of the Community College service area.

Agreement

I. Definitions.

“*Advisory Board*” consists of a local school board, or combined local school boards, acting as a single board, situated within the local taxing district that supports the Community College [§21-14-2(A)]¹.

“*Chancellor*” means the Chancellor of the New Mexico State University Community College System or successor position designation.

“*Term*” means a period during which this Agreement has effect.

II. Advisory Board.

A. Duties. Under state law [§21-14-2(B)], the non-delegable duties of the ALCC Advisory Board are as follows:

1. enter into a written commitment with the Regents, subject to biennial review by the Parties and to the review and commentary of the New Mexico Higher Education Department;
2. act in an advisory capacity to the Regents in all matters relating to the conduct of the Community College;
3. approve the annual operating budget of Community College for recommendation to the Regents;
4. certify to the board of county commissioners any tax levy; and

¹ Unless otherwise indicated, all section references are to New Mexico Statutes Annotated, 1978, as amended.

5. issue the proclamation for the election for tax levies for the Community College if the tax levies are to be presented to the voters of the district at a special election, or approve the ballot question if the tax levies are to be presented to the voters of the district at either the general or regular local election.

B. Meetings.

1. *Purposes.* The ALCC Advisory Board must meet as necessary to:
 - a. certify to the board of county commissioners any the tax levy; and
 - b. conduct elections for tax levies for the Community College.
2. *Annual Activity.*
 - a. **Budget.** In addition, the ALCC Advisory Board must:
 - i. review the annual operating budget of the Community College for recommendation to the Regents; and
 - ii. upon request of either Party, meet at least once a year with the Regents (Joint Meeting).

Coordination. The purpose of the Joint Meeting is to allow each Party to report to the other and make inquiry of the other on all matters relating to the conduct of the Community College.

3. *Additional Meetings.* The Regents, the President of New Mexico State University, the ALCC Advisory Board, or the Chancellor may request additional meetings as needed.
4. *Open Meetings Compliance.* All meetings that include either a quorum of the Regents or a quorum of any local school board must be conducted according to the New Mexico Open Meetings Act [§10-15-1 *et seq.*].

III. **Director.** Upon any applicable vacancy, the ALCC Advisory Board and the Regents jointly must conduct a search for qualified candidates for Director. Upon consultation with the ALCC Advisory Board, the Regents must then select a Director. [§21-14-2(C).]

IV. **Regents Authority.** Regents have full authority and responsibility over all aspects of the Community College including, but not limited to, academic matters [§21-14-2(D)(1)].

V. **Academic Matters.**

- A. Programs of Study. The Community College will offer educational programs of study that have been approved by the Regents including:
 1. the first two years of college education; or
 2. vocational and technical curricula of not more than two years' duration designed to fit individuals for employment in recognized occupations; or
 3. both [§21-14-1(A)].
- B. Employment of Faculty. The Regents must consider application of qualified local applicants before employing teachers of the local school system(s) [§21-14-2(D)(5)].
- C. Credits. The Regents will honor all credits earned by students as though they were earned

on the New Mexico State University's main campus in Las Cruces, New Mexico [§21-14-2(D)(2)].

VI. **Financial Matters.**

- A. **Management.** The Regents are responsible for the financial management of the Community College. The ALCC Advisory Board may review all procedures, reports and all other matters related to the financial management of the Community College.
- B. **Budget Recommendation.** Each year the Chancellor will prepare and present to the ALCC Advisory Board a proposed annual budget including a long-range plan for the Community College and the status of each capital outlay project. The ALCC Advisory Board must approve an annual budget for the Community College for recommendation to the Regents [§21-14-2(B)(3)].
- C. **Funding Sources.**
 1. *Types.* The Parties intend Community College to be financed by state appropriations, tuition and fees charged to students, grants, gifts, and any other funds that are made available through additional tax levies under the College District Tax Act [§21-2A-1 *et seq.*].
 2. *Appropriation.* The Parties anticipate that the New Mexico Higher Education Department will recommend an appropriation for the Community College based on the Community College's financial requirements [§21-14-9].
 3. *Bond Financing.*
 - a. **Real Property Improvements.** The Regents, on behalf of the Community College, may borrow money through college district general obligation bonds, for the purpose of erecting and furnishing, constructing, purchasing, remodeling and equipping buildings and utility facilities and making other real property improvements or for purchasing grounds, exclusive of stadiums and purchasing and installing computer hardware and software with a useful life equal to or exceeding bond maturity. [§21-2A-6(A)].
 - b. **Taxes.** All tax levied to pay for principal and interest on any general obligation bond of the Community College will be in addition to any taxes levied for operating, maintaining and providing facilities for the Community College under the College District Tax Act [§21-2A-1 *et seq.*].
 - c. **Repayment.** The Parties must cause any repayment of district general obligation bonds to be made in accordance with the College District Tax Act and to be the general obligation of the college district [§21-2A-7 *et seq.*]. The Regents have no obligation to repay the bonds.
 4. *Tuition and Fees.* The Regents will:
 - a. set Community College's tuition and fees [§21-14-5];
 - b. assess to any New Mexico resident residing outside of the Community College service area an out-of-district fee each semester; and

- c. assess to any non-resident of New Mexico tuition and fees at a higher rate than residents.

VII. Facilities.

- A. Acquisition of Property in Name of Regents. All property acquired by the Community College, including all property acquired from the proceeds of a bond issue, will be taken in the name of the Regents [§21-14-14].
- B. Cooperative Use of Physical Facilities. Subject to space and other resource constraints:
 - 1. the Community College will share facilities in support of New Mexico State University's bachelors and appropriate graduate programs; and
 - 2. the Regents will share facilities on the Las Cruces campus of New Mexico State University in support of the Community College's programs [§21-14-2(D)(4)].

VIII. Term; Termination.

- A. Duration. The Term is indefinite, beginning on the Effective Date, subject to termination as set forth below.
- B. Termination. If Community College has no general obligation or revenue bond then outstanding, then this Agreement may be terminated either immediately by the Parties' mutual written consent or upon six months' notice by either Party. If Community College has any outstanding general obligation or revenue bond, then neither Party has a right to terminate this Agreement until that outstanding bond is retired, unless otherwise provided by law [§21-14-2(E); referencing §21-13-24.1].
- C. Review. This Agreement is made in order to fulfill the requirements of state law and is subject to biennial review by the Parties and the review and comment of the New Mexico Department of Higher Education [§21-14-2(B)(1)].

IX. Entire Agreement. This Agreement constitutes an entire understanding between the Parties concerning its subject matter and supersedes any prior commitment, representation or understanding, whether expressed or implied, spoken or written.

X. No Third-Party Beneficiaries. This Agreement is for the benefit of the Parties only. No right or benefit is conferred to any third-party by or through this Agreement.

APPROVAL AND ATTESTATION

Regents of New Mexico State University

The Regents of New Mexico State University duly approved this Agreement at an official meeting on _____ (date).

As the duly authorized representative, I attest to the truth of the foregoing statement.

Date

Chair

Branch Community College Board

The ASLCC Advisory Board duly approved this agreement at an official meeting on _____ (date).

Date

Chair



Board of Regents Meeting
Meeting Date: June 28, 2024
Agenda Item Cover Page

Agenda Item # I-9

- Action Item
- Consent Item
- Informational Item

Presented By: Andy Burke, Ed.D.
Interim Chancellor, NMSU System
Community Colleges

Agenda Item:

NMSU Grants Community College Advisory Board Operating Agreement

Requested Action of the Board of Regents:

Approval and signature: NMSU Grants Community College Advisory Board Operating Agreement

Executive Summary:

Requesting review and signature of the NMSU Grants Advisory Board Operating Agreement. Some minor changes have been made since the last agreement was signed: structural /formatting changes, changing "President" to "Chancellor", and clarification of duties for the Advisory Board.

References:

New Mexico Statue 1978
[\[§21-14\]](#)

Prior Approvals:

None.

Agreement Pertaining to the Operation of New Mexico State University - Grants

This Agreement is between the Regents of New Mexico State University (“*Regents*”), on behalf of its New Mexico State University – Grants Community College (“*Community College*”), and the branch community college board of New Mexico State University - Grants (“*GRCC Advisory Board*”) (each individually, a “*Party*” and collectively, the “*Parties*”), and will take effect on the last date signed below (“*Effective Date*”).

Background

- *Community College* is a component institution under the governing authority of the Regents.
- Advisory Board with respect to Community College is a nonfiduciary body whose purpose is to provide valuable input in support of the Regents’ governance over Community College.
- The Parties have maintained a longstanding and successful collaboration concerning the operation of the Community College.
- This Agreement is adopted in accordance with the requirements of state law and founded on the desire of the Parties to provide quality educational services in accordance with the needs of the Community College service area.

Agreement

I. Definitions.

“*Advisory Board*” consists of a local school board, or combined local school boards, acting as a single board, situated within the local taxing district that supports the Community College [§21-14-2(A)]¹.

“*Chancellor*” means the Chancellor of the New Mexico State University System of Community Colleges or successor position designation.

“*Term*” means a period during which this Agreement has effect.

II. Advisory Board.

A. Duties. Under state law [§21-14-2(B)], the non-delegable duties of the GRCC Advisory Board are as follows:

1. enter into a written commitment with the Regents, subject to biennial review by the Parties and to the review and commentary of the New Mexico Higher Education Department;
2. act in an advisory capacity to the Regents in all matters relating to the conduct of the Community College;
3. approve the annual operating budget of Community College for recommendation to the Regents;
4. certify to the board of county commissioners any tax levy; and

¹ Unless otherwise indicated, all section references are to New Mexico Statutes Annotated, 1978, as amended.

5. issue the proclamation for the election for tax levies for the Community College if the tax levies are to be presented to the voters of the district at a special election, or approve the ballot question if the tax levies are to be presented to the voters of the district at either the general or regular local election.

B. Meetings.

1. *Purposes.* The GRCC Advisory Board must meet as necessary to:
 - a. certify to the board of county commissioners any the tax levy; and
 - b. conduct elections for tax levies for the Community College.
2. *Annual Activity.*
 - a. **Budget.** In addition, the GRCC Advisory Board must:
 - i. review the annual operating budget of the Community College for recommendation to the Regents; and
 - ii. upon request of either Party, meet at least once a year with the Regents (Joint Meeting).

Coordination. The purpose of the Joint Meeting is to allow each Party to report to the other and make inquiry of the other on all matters relating to the conduct of the Community College.

3. *Additional Meetings.* The Regents, the President of New Mexico State University, the GRCC Advisory Board, or the Chancellor may request additional meetings as needed.
4. *Open Meetings Compliance.* All meetings that include either a quorum of the Regents or a quorum of any local school board must be conducted according to the New Mexico Open Meetings Act [§10-15-1 *et seq.*].

III. **Director.** Upon any applicable vacancy, the GRCC Advisory Board and the Regents jointly must conduct a search for qualified candidates for Director. Upon consultation with the GRCC Advisory Board, the Regents must then select a Director. [§21-14-2(C).]

IV. **Regents Authority.** Regents have full authority and responsibility over all aspects of the Community College including, but not limited to, academic matters [§21-14-2(D)(1)].

V. **Academic Matters.**

- A. Programs of Study. The Community College will offer educational programs of study that have been approved by the Regents including:
 1. the first two years of college education; or
 2. vocational and technical curricula of not more than two years' duration designed to fit individuals for employment in recognized occupations; or
 3. both [§21-14-1(A)].
- B. Employment of Faculty. The Regents must consider application of qualified local applicants before employing teachers of the local school system(s) [§21-14-2(D)(5)].
- C. Credits. The Regents will honor all credits earned by students as though they were earned

on the New Mexico State University's main campus in Las Cruces, New Mexico [§21-14-2(D)(2)].

VI. **Financial Matters.**

- A. Management. The Regents are responsible for the financial management of the Community College. The GRCC Advisory Board may review all procedures, reports and all other matters related to the financial management of the Community College.
- B. Budget Recommendation. Each year the Chancellor will prepare and present to the GRCC Advisory Board a proposed annual budget including a long-range plan for the Community College and the status of each capital outlay project. The GRCC Advisory Board must approve an annual budget for the Community College for recommendation to the Regents [§21-14-2(B)(3)].
- C. Funding Sources.
 1. *Types*. The Parties intend Community College to be financed by state appropriations, tuition and fees charged to students, grants, gifts, and any other funds that are made available through additional tax levies under the College District Tax Act [§21-2A-1 *et seq.*].
 2. *Appropriation*. The Parties anticipate that the New Mexico Higher Education Department will recommend an appropriation for the Community College based on the Community College's financial requirements [§21-14-9].
 3. *Bond Financing*.
 - a. *Real Property Improvements*. The Regents, on behalf of the Community College, may borrow money through college district general obligation bonds, for the purpose of erecting and furnishing, constructing, purchasing, remodeling and equipping buildings and utility facilities and making other real property improvements or for purchasing grounds, exclusive of stadiums and purchasing and installing computer hardware and software with a useful life equal to or exceeding bond maturity. [§21-2A-6(A)].
 - b. *Taxes*. All tax levied to pay for principal and interest on any general obligation bond of the Community College will be in addition to any taxes levied for operating, maintaining and providing facilities for the Community College under the College District Tax Act [§21-2A-1 *et seq.*].
 - c. *Repayment*. The Parties must cause any repayment of district general obligation bonds to be made in accordance with the College District Tax Act and to be the general obligation of the college district [§21-2A-7 *et seq.*]. The Regents have no obligation to repay the bonds.
 4. *Tuition and Fees*. The Regents will:
 - a. set Community College's tuition and fees [§21-14-5];
 - b. assess to any New Mexico resident residing outside of the Community College service area an out-of-district fee each semester; and

- c. assess to any non-resident of New Mexico tuition and fees at a higher rate than residents.

VII. Facilities.

- A. Acquisition of Property in Name of Regents. All property acquired by the Community College, including all property acquired from the proceeds of a bond issue, will be taken in the name of the Regents [§21-14-14].
- B. Cooperative Use of Physical Facilities. Subject to space and other resource constraints:
 - 1. the Community College will share facilities in support of New Mexico State University's bachelors and appropriate graduate programs; and
 - 2. the Regents will share facilities on the Las Cruces campus of New Mexico State University in support of the Community College's programs [§21-14-2(D)(4)].

VIII. Term; Termination.

- A. Duration. The Term is indefinite, beginning on the Effective Date, subject to termination as set forth below.
- B. Termination. If Community College has no general obligation or revenue bond then outstanding, then this Agreement may be terminated either immediately by the Parties' mutual written consent or upon six months' notice by either Party. If Community College has any outstanding general obligation or revenue bond, then neither Party has a right to terminate this Agreement until that outstanding bond is retired, unless otherwise provided by law [§21-14-2(E); referencing §21-13-24.1].
- C. Review. This Agreement is made in order to fulfill the requirements of state law and is subject to biennial review by the Parties and the review and comment of the New Mexico Department of Higher Education [§21-14-2(B)(1)].

IX. Entire Agreement. This Agreement constitutes an entire understanding between the Parties concerning its subject matter and supersedes any prior commitment, representation or understanding, whether expressed or implied, spoken or written.

X. No Third-Party Beneficiaries. This Agreement is for the benefit of the Parties only. No right or benefit is conferred to any third-party by or through this Agreement.

APPROVAL AND ATTESTATION

Regents of New Mexico State University

The **Regents of New Mexico State University** duly approved this Agreement at an official meeting on _____ (date).

As the duly authorized representative, I attest to the truth of the foregoing statement.

Date

Chair

GRCC Advisory Board

The GRCC Advisory Board duly approved this agreement at an official meeting on _____ (date).

Date

Chair



Board of Regents Meeting
Meeting Date: June 28, 2024
Agenda Item Cover Page

Agenda Item # I-10

- Action Item
- Consent Item
- Informational Item

Presented By: Interim Vice President D'Anne Stuart

Agenda Item:

Disposition/Deletion of Property

Requested Action of the Board of Regents:

Approval of Disposition/Deletion of Property.

Executive Summary:

The Property Disposition Report represents tangible personal property on the capital asset list identified for disposition and deletion from the university's capital inventory.

References:

N/A

Prior Approvals:

NMSU-BoR
 Capital Property Disposition Report - Summary
 As of 6/14/2024

Categories	Count	Total Cost	Accumulated Depreciation	Net Book Amount
Obsolete Equipment	29	\$354,047.48	\$347,423.73	\$6,623.75
Missing Equipment	14	\$142,240.79	\$139,806.11	\$2,434.68
Surplus Equipment	3	\$32,600.14	\$27,498.11	\$5,102.03
Worn out Equipment	2	\$12,689.01	\$12,689.01	\$0.00
Worn out Vehicle	1	\$16,680.00	\$16,680.00	\$0.00
Unusable Equipment	16	\$546,858.90	\$537,597.33	\$9,261.57
Unusable Vehicle	3	\$40,166.00	\$40,166.00	\$0.00
Destroyed Vehicle	1	\$46,898.00	\$0.00	\$46,898.00
Grand Total	69	\$1,192,180.32	\$1,121,860.29	\$70,320.03

NMSU Capital Property Disposition Report - Detail

As of 6/14/2024

#	Department	Barcode	Description	Total Cost	Accumulated Depreciation	Net Book Amount	Disposal Type
1	NMDA STATE CHEMIST LABORATORY	U439955	Muffle Furnace 208V 50 60HZ	\$ 7,927.66	\$ 7,927.66	\$ -	Obsolete Equip.
2	ENTOMOLOGY PLANT PATH AND WEED SCI	U313641	CHAMBER PLANT GROWTH	\$ 16,560.00	\$ 16,560.00	\$ -	Obsolete Equip.
3	CHEMISTRY AND BIOCHEMISTRY	U300752	ANALYZER ELECTROCHEMICAL	\$ 5,725.00	\$ 5,725.00	\$ -	Obsolete Equip.
4	CHEMISTRY AND BIOCHEMISTRY	U423235	Electromechanical Workstation CHI660D	\$ 13,340.00	\$ 13,340.00	\$ -	Obsolete Equip.
5	GEOLOGICAL SCIENCES	U408510	Spectrometer laser induced breakdown	\$ 53,144.00	\$ 53,144.00	\$ -	Obsolete Equip.
6	BUSINESS COLLEGE	U414369	LCD DISPLAY 46 NEC 4610AV	\$ 19,325.00	\$ 19,325.00	\$ -	Obsolete Equip.
7	BUSINESS COLLEGE	U414370	LCD DISPLAY 46 inch NEC 4620AV	\$ 7,664.00	\$ 7,664.00	\$ -	Obsolete Equip.
8	BUSINESS COLLEGE	U416189	LED TICKER DISPLAY DUAL 16 PIXELS	\$ 24,492.00	\$ 24,492.00	\$ -	Obsolete Equip.
9	ICT FINANCIAL OPERATIONS	U420505	Golf Cart 2009 Yamaha Drive PTV 48V Electric	\$ 5,763.30	\$ 5,763.30	\$ -	Obsolete Equip.
10	PSL SPACE AEROSPACE	U201647	BOOTH DISPLAY	\$ 9,466.00	\$ 9,466.00	\$ -	Obsolete Equip.
11	PSL INFORMATION SCIENCES	U201757	SPECTRUM ANALYZER	\$ 7,100.00	\$ 7,100.00	\$ -	Obsolete Equip.
12	PSL INFORMATION SCIENCES	U201758	SPECTRUM ANALYZER	\$ 7,100.00	\$ 7,100.00	\$ -	Obsolete Equip.
13	PSL INFORMATION SCIENCES	U201759	SPECTRUM ANALYZER	\$ 7,100.00	\$ 7,100.00	\$ -	Obsolete Equip.
14	PSL INFORMATION SCIENCES	U201760	SPECTRUM ANALYZER	\$ 7,100.00	\$ 7,100.00	\$ -	Obsolete Equip.
15	PSL INFORMATION SCIENCES	U201761	SPECTRUM ANALYZER	\$ 7,099.00	\$ 7,099.00	\$ -	Obsolete Equip.
16	PSL INFORMATION SCIENCES	U201815	ANALYZER SPECTRUM	\$ 9,999.00	\$ 9,999.00	\$ -	Obsolete Equip.
17	PSL INFORMATION SCIENCES	U410590	WeatherHawk System P047369 invoice I0206646	\$ 5,064.69	\$ 5,064.69	\$ -	Obsolete Equip.
18	DACC ART	U442068	Part# ZOP8 Mac Pro	\$ 6,129.00	\$ 6,129.00	\$ -	Obsolete Equip.
19	DACC NURSING ASSOCIATE DEG PGM	U439252	280 00001 Haptics Device Virtual IV	\$ 14,193.83	\$ 7,570.08	\$ 6,623.75	Obsolete Equip.
20	DACC SUNLAND PARK CENTER	U418011	Network Router	\$ 5,203.83	\$ 5,203.83	\$ -	Obsolete Equip.
21	DACC SUNLAND PARK CENTER	U426765	Server HP ProLiant DL 380 G6 Hot Plug Server	\$ 5,529.51	\$ 5,529.51	\$ -	Obsolete Equip.
22	DACC COMPUTER SUPP	U419914	Disk Storage Powervault MD1000	\$ 5,540.86	\$ 5,540.86	\$ -	Obsolete Equip.
23	DACC COMPUTER SUPP	U420517	Syn Apps Appliance PN Syn 600	\$ 5,525.00	\$ 5,525.00	\$ -	Obsolete Equip.
24	DACC COMPUTER SUPP	U421251	Video Conference Package VI M VTC ISDN 03	\$ 17,795.95	\$ 17,795.95	\$ -	Obsolete Equip.
25	DACC COMPUTER SUPP	U426111	Wireless Controller Model 5508 Series	\$ 11,184.60	\$ 11,184.60	\$ -	Obsolete Equip.
26	DACC COMPUTER SUPP	U429012	CISCO 2800 SERIES INTEGRATED SERVICES ROUTER	\$ 6,957.00	\$ 6,957.00	\$ -	Obsolete Equip.
27	DACC COMPUTER SUPP	U437068	UCSC220 M3 SFF dual 4 core 3 3 GHz 64GB RAM	\$ 27,917.58	\$ 27,917.58	\$ -	Obsolete Equip.
28	DACC COMPUTER SUPP	U437069	UCSC220 M3 SFF dual 4 core 3 3 GHz 64GB RAM	\$ 27,917.57	\$ 27,917.57	\$ -	Obsolete Equip.
29	DACC COMPUTER SUPP	U438562	Server 654081 B21 HP ProLiant DL360p Gen8	\$ 6,183.10	\$ 6,183.10	\$ -	Obsolete Equip.
30	ENGR EQMT MAINT	U449929	2410-9456-CATS Premier Modal Data Analysis	\$ 7,304.14	\$ 4,869.44	\$ 2,434.70	Missing Equipment
31	BIOLOGY	U338016	COMPUTER MICRO	\$ 5,825.87	\$ 5,825.87	\$ -	Missing Equipment
32	BIOLOGY	U312587	MICROSCOPE STEREO	\$ 5,418.00	\$ 5,418.00	\$ -	Missing Equipment
33	CHEMISTRY AND BIOCHEMISTRY	U415220	SourceMeter MDL 6430	\$ 9,211.34	\$ 9,211.34	\$ -	Missing Equipment
34	CHEMISTRY AND BIOCHEMISTRY	U416656	KEITHLEY Electrometer Hi Resistance Meter	\$ 5,596.00	\$ 5,596.00	\$ -	Missing Equipment
35	CHEMISTRY AND BIOCHEMISTRY	U325228	NITROGEN LASER	\$ 6,157.00	\$ 6,157.00	\$ -	Missing Equipment

36	CHEMISTRY AND BIOCHEMISTRY	U418852	Photo Sensor Perkin Elmer SPCM AQRH 15	\$ 7,776.00	\$ 7,776.00	\$ -	Missing Equipment
37	CHEMISTRY AND BIOCHEMISTRY	U413244	Portable Carbon Dioxide Analyzer	\$ 5,995.00	\$ 5,995.00	\$ -	Missing Equipment
38	CHEMISTRY AND BIOCHEMISTRY	U414767	PERCIVAL Biological Incubator	\$ 8,299.00	\$ 8,299.00	\$ -	Missing Equipment
39	CHEMISTRY AND BIOCHEMISTRY	U427668	DNA Sequencer 4359571 3130xl w computer	\$ 21,175.00	\$ 21,175.00	\$ -	Missing Equipment
40	CHEMISTRY AND BIOCHEMISTRY	U335014	CENTRIFUGE	\$ 6,354.44	\$ 6,354.44	\$ -	Missing Equipment
41	CHEMISTRY AND BIOCHEMISTRY	U425926	C 200 IKA Calorimeter System 8802501	\$ 11,372.80	\$ 11,372.83	\$ -	Missing Equipment
42	CHEMISTRY AND BIOCHEMISTRY	U337070	SPECTROPHOTOMETER UV -VIS	\$ 23,996.20	\$ 23,996.23	\$ -	Missing Equipment
43	CHEMISTRY AND BIOCHEMISTRY	U339043	SPECTROMETER FTIR	\$ 17,760.00	\$ 17,759.96	\$ -	Missing Equipment
44	LIBRARY	U305229	CAMERA IMAGE SYSTEM	\$ 13,295.00	\$ 13,295.00	\$ -	Surplus Equipment
45	UNDERGRAD ADMISSIONS & ORIENTATION	U437227	Star 48 8SF hyd Color White	\$ 12,755.00	\$ 7,652.97	\$ 5,102.03	Surplus Equipment
46	MARKETING AND COMMUNICATIONS	U414058	GOLF CART 2008 CLUB CAR VILLAGER ELECTRIC	\$ 6,550.14	\$ 6,550.14	\$ -	Surplus Equipment
47	CHEMISTRY AND BIOCHEMISTRY	U406303	FREEZER UPRIGHT	\$ 7,319.01	\$ 7,319.01	\$ -	Worn out Equipment
48	LIBRARY	U410388	2006 DODGE E85 CARGO VAN VEHICLE G67047	\$ 16,680.00	\$ 16,680.00	\$ -	Worn out Vehicle
49	DACC DENTAL HYGIENE PROGRAM - HIRE	U418994	Automatic Film Processor	\$ 5,370.00	\$ 5,370.00	\$ -	Worn out Equipment
50	ATHLETICS	U408329	2006 CHEVY 12 PASSENGER VAN VEHICLE G65366	\$ 12,050.00	\$ 12,050.00	\$ -	Unusable Vehicle
51	ATH EQUIPMENT MGT OPERATIONS	U406340	TRUCK PICKUP 1/2 TON 1978 G07154	\$ 5,427.00	\$ 5,427.00	\$ -	Unusable Vehicle
52	CHEMISTRY AND BIOCHEMISTRY	U300763	SPECTROMETER	\$ 169,400.00	\$ 169,400.00	\$ -	Unusable Equipment
53	CHEMISTRY AND BIOCHEMISTRY	U301293	CRYOSTORAGE SYSTEM	\$ 5,895.00	\$ 5,895.00	\$ -	Unusable Equipment
54	CHEMISTRY AND BIOCHEMISTRY	U303545	VARIABLE TEMP ACC FOR EPR	\$ 10,500.00	\$ 10,500.00	\$ -	Unusable Equipment
55	MUSEUM UNIVERSITY	U430162	Design Jet Printer Model Z3200PS44	\$ 6,664.63	\$ 6,664.63	\$ -	Unusable Equipment
56	ACTIVITY CENTER	U418996	Treadmill	\$ 5,108.40	\$ 5,108.40	\$ -	Unusable Equipment
57	ACTIVITY CENTER	U418998	Treadmill	\$ 5,108.40	\$ 5,108.40	\$ -	Unusable Equipment
58	WELLNESS	U436671	True CS 900T EM Treadmill	\$ 5,611.02	\$ 3,366.63	\$ 2,244.39	Unusable Equipment
59	ENGINEERING COLLEGE	U416650	Spectrometer ELAN DRC e ICP MS PN N8120539	\$ 124,910.22	\$ 124,910.22	\$ -	Unusable Equipment
60	ENGINEERING COLLEGE	U416651	KIT Speciation W HPLC PN N8120190	\$ 46,104.38	\$ 46,104.38	\$ -	Unusable Equipment
61	KLIPSCH SCH OF ELECT AND COMPUTER E	U306078	GENERATOR SIGNAL	\$ 31,500.00	\$ 31,500.00	\$ -	Unusable Equipment
62	KLIPSCH SCH OF ELECT AND COMPUTER E	U313807	ANALYZER MODULATION	\$ 28,435.00	\$ 28,435.00	\$ -	Unusable Equipment
63	KLIPSCH SCH OF ELECT AND COMPUTER E	U327859	OSCILLOSCOPE DIGITIZING	\$ 6,680.00	\$ 6,680.00	\$ -	Unusable Equipment
64	KLIPSCH SCH OF ELECT AND COMPUTER E	U327867	ANALYZER NETWORK	\$ 23,310.00	\$ 23,310.00	\$ -	Unusable Equipment
65	MOLB & INTERDIS LIFE SCI GRAD PROG	U430473	CENTRIFUGE DONATION	\$ 19,183.00	\$ 19,183.00	\$ -	Unusable Equipment
66	REAL ESTATE AND WATER DEVELOPMENT	U403653	2004 FORD EXPLORER XLS 4X4 G97933	\$ 22,689.00	\$ 22,689.00	\$ -	Unusable Vehicle
67	DACC DENTAL AUXILIARY PGM	U415478	Camera ImageCam HD Complete System	\$ 5,820.00	\$ 5,820.00	\$ -	Unusable Equipment
68	DACC NURSING ASSOCIATE DEG PGM	U426440	Simman Ess Compl us 12 inch la PN 213 01001	\$ 52,628.85	\$ 45,611.67	\$ 7,017.18	Unusable Equipment
69	NEW MEXICO DEPARTMENT OF AGRICULTUR	U459156	2023 FORD F150 CREW CAB 4X4 POWERBOOST	\$ 46,898.00		\$ 46,898.00	Destroyed Vehicle
				\$ 1,192,180.32	\$ 1,121,860.29	\$ 70,320.03	



Board of Regents Meeting
Meeting Date: June 28, 2024
Agenda Item Cover Page

Agenda Item # J-1

- Action Item
- Consent Item
- Informational Item

Presented By: Wayne Savage
Executive Director
Arrowhead Park

Agenda Item: Soundstage Development Agreement by and between the Regents of New Mexico State University (NMSU), Arrowhead Center, Inc. (ACI), and the State of New Mexico Economic Development Department (NMEDD)

Requested Action of the Board of Regents: Approval of the Soundstage Development Agreement by and between the Regents of New Mexico State University (NMSU), Arrowhead Center, Inc. (ACI), and the State of New Mexico Economic Development Department (NMEDD) and corresponding Memorandum of Proposed Terms between Arrowhead Center, Inc. (ACI) and the Regents of New Mexico State University (NMSU)

Executive Summary

- NMSU is seeking to partner with New Mexico Economic Development Department, New Mexico Higher Education Department, and Arrowhead Center Incorporated to develop a commercial Soundstage complex
- Supports statewide NM Media Arts Collective initiative to prepare the workforce and develop the economy
 - NMSU and DACC students to have paid internships working on commercial productions at the Soundstage complex
 - Attraction of commercial film productions to the Soundstage complex to grow the southern NM workforce and economic impact
 - Anchor for growth of film and digital media ecosystem at Arrowhead Park
- The \$15 million Soundstage complex, is fully funded by New Mexico Economic Development Department, and will consist of:
 - 20,800 SF soundstage building
 - 10,400 SF production support building
 - 5,000 SF equipment storage building
 - Approximately 3 acres of parking, site development, fencing
- NMSU will lease the Soundstage complex to a qualified operator for commercial production use

References

Please refer to the following attachments for review.

Prior Approvals

6/26/2024 Regents Financial Strategies, Performance and Budget Committee

6/26/2024 Regens Real Estate Committee

Commercial Soundstage Collaboration for NMEDD, NMHED, NMSU, and ACI

Arrowhead Center at New Mexico State University

Wayne Savage, Arrowhead Park

June 26, 2024

The logo for New Mexico State University, featuring the letters "NM" in a large, bold, serif font above the words "STATE" and "UNIVERSITY" in a smaller, bold, serif font. The logo is set against a white background within a dark red square.

NM
STATE
UNIVERSITY

BE BOLD. Shape the Future.

Commercial Soundstage Collaboration for NMEDD, NMHED, NMSU, and ACI

Request NMSU Board of Regents approval to receive \$15 million from NMEDD for development and operation of a commercial film / TV soundstage at Arrowhead Park



BE BOLD. Shape the Future.



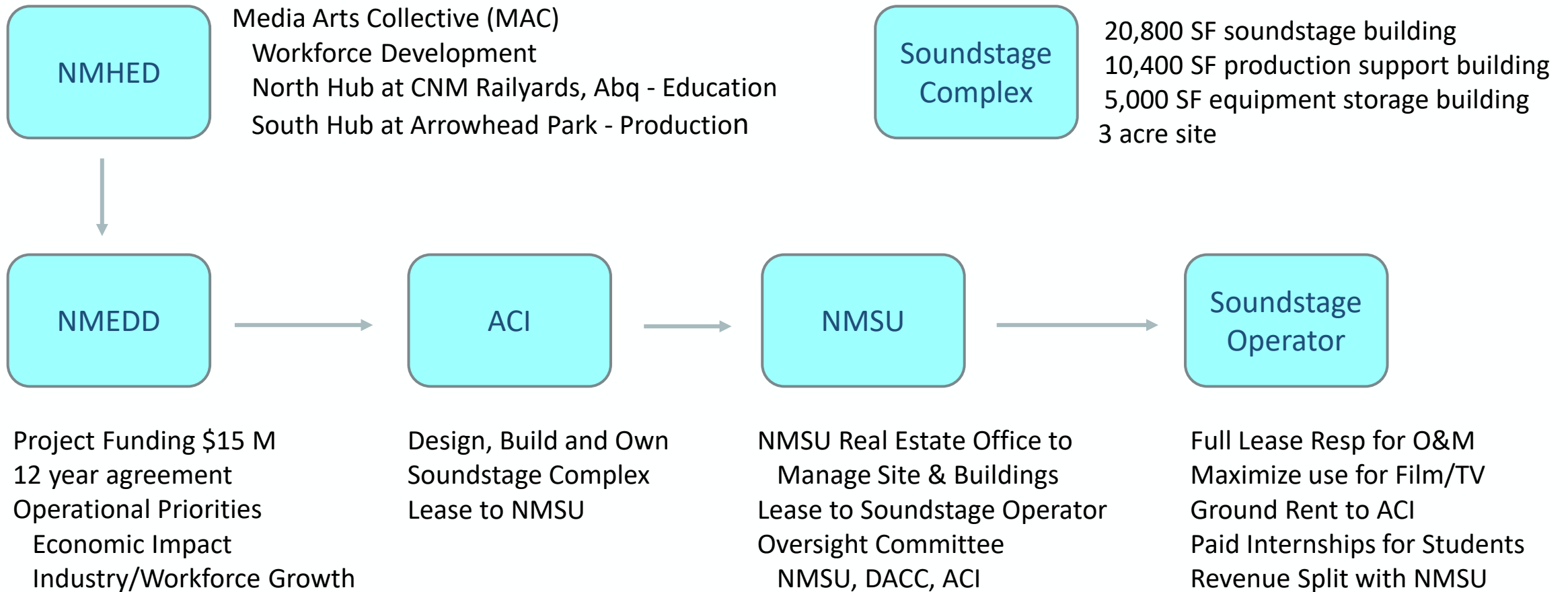
ARROWHEAD CENTER®

Commercial Soundstage Collaboration for NMEDD, NMHED, NMSU, and ACI

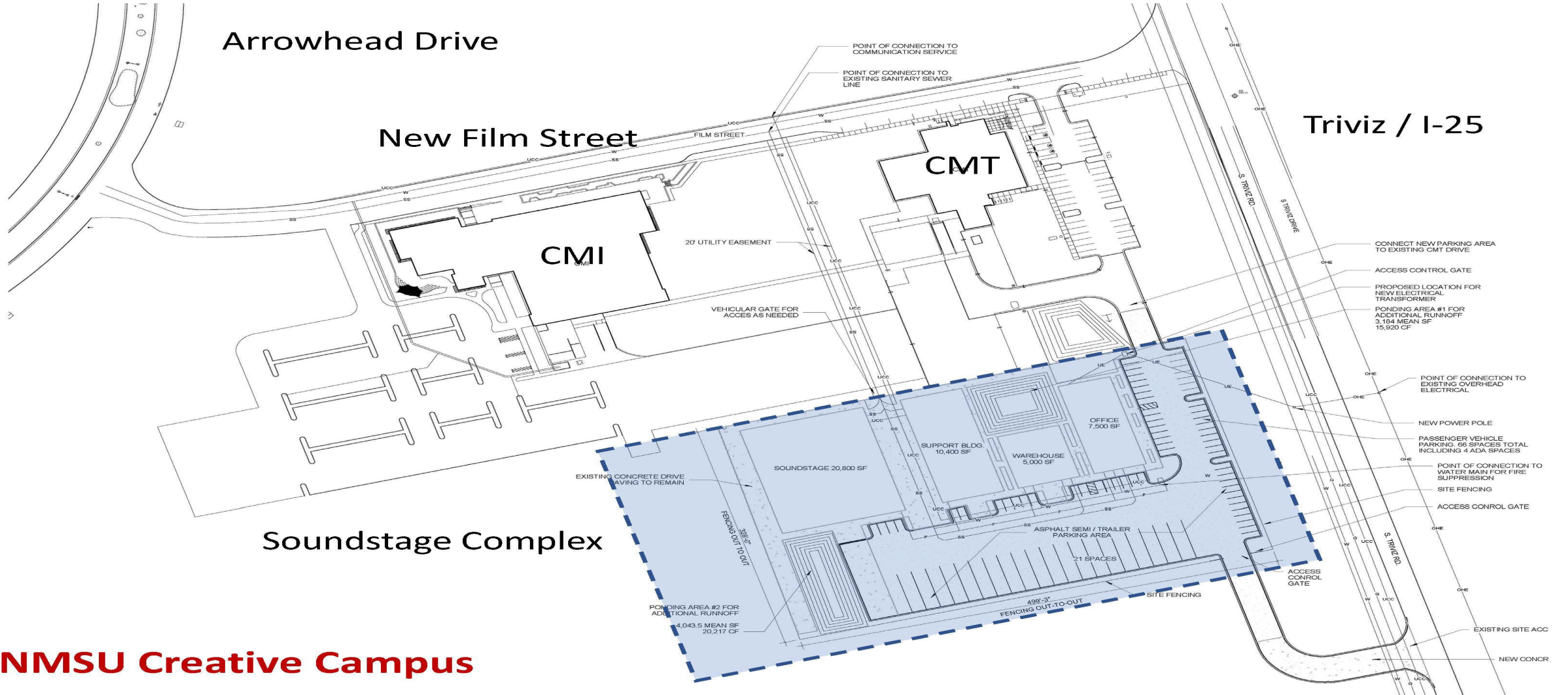
Overview

- NMSU is seeking to partner with NMEDD, NMHED, and ACI to develop a commercial Soundstage complex
- Statewide NM Media Arts Collective (NMMAC) initiative to prepare the workforce and develop the economy
 - NMSU and DACC students to have paid internships working on commercial productions at the Soundstage complex
 - Attraction of commercial film productions to the Soundstage complex to grow the southern NM workforce and economic impact
 - Anchor for growth of film and digital media ecosystem at Arrowhead Park
- The \$15 million Soundstage complex, is fully funded by NMEDD, and will consist of:
 - 20,800 SF soundstage building
 - 10,400 SF production support building
 - 5,000 SF equipment storage building
 - Approximately 3 acres of parking, site development, fencing
- NMSU will lease the Soundstage complex to a qualified operator for commercial production use

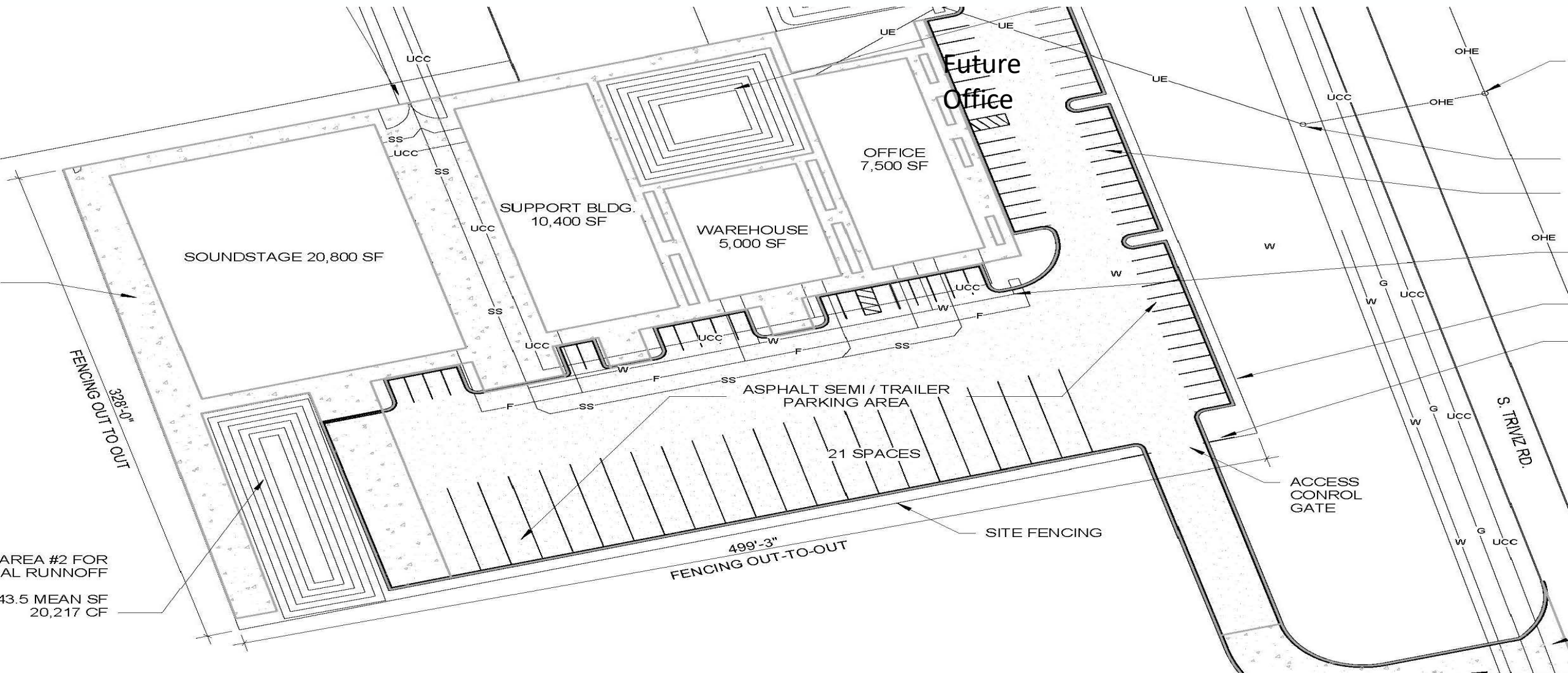
Commercial Soundstage Collaboration for NMEDD, NMHED, NMSU, and ACI



Commercial Soundstage Collaboration for NMEDD, NMHED, NMSU, and ACI



Commercial Soundstage Collaboration for NMEDD, NMHED, NMSU, and ACI



Commercial Soundstage Collaboration for NMEDD, NMHED, NMSU, and ACI

NMSU and Student Benefits of the Commercial Soundstage Collaboration

- Unique colocation of industry film and TV production facility on an academic campus
 - Positions NMSU and DACC creative media programs with an attractive asset to recruit and retain students
 - For graduating students, the step to the workforce is literally next door
- Paid student internships on sets of commercial film and TV productions (10-12 interns per production)
- Excess revenues generated by the Soundstage to provide enhanced opportunities for NMSU and DACC students
 - At projected lease levels of 60-70%, excess revenues of \$300,000 - \$500,000 per year are expected
 - Creative Media programming and student initiatives, scholarships, work opportunities, etc.



BE BOLD. Shape the Future.



Commercial Soundstage Collaboration for NMEDD, NMHED, NMSU, and ACI

Economic Benefit of the Commercial Soundstage Collaboration

- Increased soundstage capacity for New Mexico at point of high demand
 - Production opportunities are being turned away with NM stages at capacity > 80% (NM Film office, industry operators)
- First industry standard soundstage facility south of Albuquerque to attract film and TV production to this region
- Increased job base, wages in southern New Mexico
 - Goal is to develop minimum 200 new permanent jobs in the region
- Direct spend for southern New Mexico businesses and NMGRT increase
 - Budget for typical TV series production includes direct spend of about \$12-15 million over 6-8 months
 - Film productions see direct spend in the range of about \$4 million over 2-3 months
- Anchor to attract other creative digital media ecosystem companies to the Park and the region



BE BOLD. Shape the Future.



NMSU Soundstage at Arrowhead Park

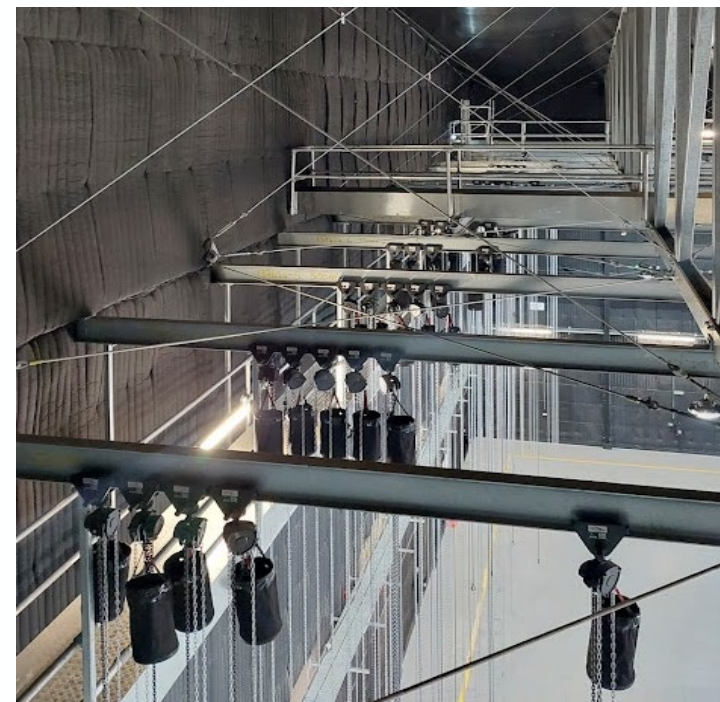


↑
Soundstage

↑
Support

↑
Equipment

↑
Future Office



Commercial Soundstage Collaboration for NMEDD, NMHED, NMSU, and ACI

NMSU Business Operations Model for Soundstage

- Lease Revenues
 - Expected lease scenario will provide a monthly base payment and a % split of annual production revenue
 - At 30% lease occupancy, revenues projected to cover basic costs of Soundstage ownership and operation
 - At projected lease levels of 60-70%, excess revenues to NMSU of \$300,000 - \$400,000 per year are expected
 - Excess revenues to be applied to:
 - Operations reserve, building repair and upgrade fund, Creative Media student support initiatives
- Costs to NMSU
 - Should procurement of an operator be delayed, NMSU will absorb costs while vacant
 - Soundstage would be kept “lights off” for expected O&M cost of approximately \$40,000 per year
 - NMSU leadership is working several options for funding O&M costs if necessary

Commercial Soundstage Collaboration for NMEDD, NMHED, NMSU, and ACI

Arrowhead Center, Inc. Role in Soundstage Development

- ACI provided resources to do preliminary design and an estimate of construction cost
 - Span-Tech is an international fabricator of pre-manufactured buildings for the film and entertainment industries
- ACI has previously completed a similar development exercise for an EDA grant proposal that included a soundstage
- ACI hired design firm and estimator to provide project scope development and budgeting for the Soundstage
- ACI will have construction management responsibility to design and build the Soundstage complex
- Once the Soundstage is leased to commercial operator, ACI will receive ground rent payment from lease revenues
 - During periods when not leased to an operator, ACI will forego payment on the ground lease
- ACI engaged a range of industry soundstage operators and producers to develop a representative business model for the Soundstage
 - Determined that approximately 30% soundstage lease occupancy achieves a break-even financial position

Commercial Soundstage Collaboration for NMEDD, NMHED, NMSU, and ACI

Risk Mitigation

- Development budget has 10% contingency
- ACI and NMEDD have a scope deduct strategy prepared if cuts are required to stay in budget
- During the Development Phase, NMSU will secure a lease operator to prepare for Day 1 operation
- Lease operator contract will have minimum occupancy performance language and appropriate termination clauses
- If the Soundstage does not achieve 30% occupancy over any 3-year period, the 10-year Soundstage agreement has termination language to protect NMSU from un-funded cost burdens:
 - The agreement with NMEDD will terminate, and the facility can be converted to full academic use
- At end of the 10-year period the agreement will terminate and Soundstage use will be fully determined by NMSU
 - NMSU will have options to:
 - Continue operating as commercial soundstage, or
 - Convert to full academic use

Commercial Soundstage Collaboration for NMEDD, NMHED, NMSU, and ACI

Summary

- Fully funded new \$15 million film soundstage complex for NMSU
- On campus experiential learning benefits for NMSU and DACC students
- Significant revenue potential to fund Creative Media programming, student initiatives, scholarships
- Not without some cost, but risk mitigations built in
- Committed partners in NMEDD, NMHED, NMMAC, Film LC, and industry
- Economic growth in region through production spend, job creation, demand for graduates
- Anchor for Creative Campus initiative at Arrowhead Park to attract other creative digital media companies

Request: NMSU Board of Regents approval to receive \$15 million from NMEDD for development and operation of a commercial film / TV soundstage at Arrowhead Park

Commercial Soundstage Collaboration for NMEDD, NMHED, NMSU, and ACI

Breakeven Cashflow Analysis - Commercial Operator Model (30% Occupancy)

- Model was developed in consultation with commercial soundstage operators and film producers
- Soundstages typically lease on weekly or monthly agreements for commercial production
- Industry lease rate is \$3-4 per SF per month for Soundstage; other spaces and services are charged separately to productions
- Revenues and expenses below are “pro-rated” from full monthly level to 30% occupancy
- Higher occupancy rates will generate significant additional revenue

Revenues	Monthly	@ 30% Occ.
20K Soundstage Rental	\$ 60,000	\$ 18,000
Mill Space Rental	\$ 20,000	\$ 6,000
Support Space Rental	\$ 12,000	\$ 3,600
Equipment Warehouse Leasing	\$ 8,000	\$ 2,400
Truck Parking Charges	\$ 8,000	\$ 2,400
Stage Director Charges	\$ 8,000	\$ 2,400
Stage Technician Charges	\$ 4,000	\$ 1,200
Electrical Costs	\$ 16,000	\$ 4,800
WIFI Costs	\$ 8,000	\$ 2,400
Water / Wastewater	\$ 4,000	\$ 1,200
Average Monthly Revenue		\$ 44,400
Operating Expenses	Monthly	@ 30% Occ.
Ground Lease Payment (ACI)	\$ 6,750	\$ 6,750
Facility Maintenance Costs	\$ 10,000	\$ 4,000
Electrical Utility Cost	\$ 16,000	\$ 6,400
WIFI / Internet Cost	\$ 8,000	\$ 3,200
Water / Wastewater	\$ 4,000	\$ 1,600
Trash / Recycle	\$ 500	\$ 200
Grounds / Custodial	\$ 3,000	\$ 2,500
Supplies / Miscellaneous	\$ 1,000	\$ 400
Marketing, Promotion	\$ 3,000	\$ 3,000
Contract Security	\$ 10,000	\$ 10,000
Alarm Monitoring	\$ 1,000	\$ 1,000
Safety Inspections	\$ 3,000	\$ 1,500
Monthly Operating Expenses		\$ 40,550



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Commercial Soundstage Collaboration for NMEDD, NMHED, NMSU, and ACI

Vacant, Unleased Scenario

- Operating Expense Projection
- When not leased to an operator, table shows annual projected costs of ownership
- Utilities/Services costs are minimized for operation and maintenance of unused shell
- Marketing/Promotion of Soundstage to pursue commercial operator lease remain a priority

NMSU Soundstage Project	
Operating Expense - Vacant	Annual
Expenses	
Facility Maintenance Costs	\$ 20,000
Electrical Utility Cost	\$ 5,000
WIFI / Internet Cost	\$ -
Water / Wastewater	\$ 3,000
Grounds / Custodial	\$ 5,000
Trash / Recycle	\$ 1,000
Marketing, Promotion	\$ 5,000
Annual Operating Expenses	\$ 39,000

Commercial Soundstage Collaboration for NMEDD, NMHED, NMSU, and ACI

- Conservative revenue and expense model
- Occupancy projected between 60% to 80%
- Operator will pay base rent to NMSU regardless of occupancy
- Seeking negotiated split of Operator net revenue

Commercial Operator Base Rent Model

Operator Revenues	Annual	60% Occu.	80% Occu.
\$3 / SF Soundstage Rental	\$ 1,752,000	\$ 1,051,200	\$ 1,401,600

Operating Expenses	Annual	60% Occu.	80% Occu.
	\$ 915,000	\$ 463,950	\$ 568,550

Operator Gross Revenue	\$ 587,250	\$ 833,050
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Base Rent to NMSU	\$ 180,000	\$ 180,000
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Operator Annual Net Revenue	\$ 407,250	\$ 653,050
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Additional Revenue Split to NMSU	10%	\$ 40,725	\$ 65,305
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Commercial Soundstage Collaboration for NMEDD, NMHED, NMSU, and ACI

Use of Base Rent

- Develop reasonable reserves
 - Vacant operation
 - Building R&R
- ACI ground rent
- Management fee (ORE)
- Shifts some revenue to student funding in year 4

Use of Revenue Split

- Fund student initiatives and scholarships

Base Rent Calculation

Phase 1 - Years 1-3 (60% occupancy)

Ground Rent	\$	81,000
O&M Reserve	\$	50,000
BRR Reserve	\$	35,000
Management Fee (ORE)	\$	14,000
Total	\$	180,000

Phase 2 - Years 4-10 (60% occupancy)

Ground Rent	\$	81,000
O&M Reserve	\$	-
BRR Reserve	\$	50,000
Management Fee (ORE)	\$	24,000
Student Initiatives, Scholarships	\$	25,000
Total	\$	180,000

Projected 10% Revenue Split

Phase 1 - Years 1-3 (60% occupancy)

Student Initiatives, Scholarships	\$	40,725
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Phase 2 - Years 3-10 (60% occupancy)

Student Initiatives, Scholarships	\$	40,725
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Commercial Soundstage Collaboration for NMEDD, NMHED, NMSU, and ACI

Budget Management Strategy

- \$15 million development budget has \$1.3 million contingency
- ACI and NMEDD have a scope deduct strategy prepared for design phase if cuts are required to stay in budget
- Table lists potential reductions in scope and expected cost savings
- If cost increase to exceed budget during construction phase, NMSU and NMEDD will work together to issue a supplemental appropriation

Scope Deduct / Contingency	Amount
Contingency	\$ 1,300,000
Reduce SF size of soundstage to 18,000 sf, 35 ft clear ht.	\$ 500,000
Delete equipment building	\$ 700,000
Delete support building	\$ 1,200,000
Contingency / Potential Scope Reductions	\$ 3,700,000

Commercial Soundstage Collaboration for NMEDD, NMHED, NMSU, and ACI

Soundstage Agreement

- Parties began work on Agreement in late fall 2023
- President Torres, NMEDD Sec. Roper, and NMHED Sec. Rodriguez now leading effort to finalize Soundstage plan
- Proposed Agreement documents responsibilities for Soundstage development and operation
 - NMSU Lease the Soundstage to commercial operator
 - NMEDD Funding the Soundstage, film industry promotion and workforce training
 - ACI Project development and construction
- NMSU working group met with HED Secretary Rodriguez and Governor's Chief of Staff on April 15
 - Strong support from Governor's team and local legislators (Rep. Small, Sen. Steinborn)
- Second meeting with NMHED and NMEDD on May 24 achieved basic consensus on terms
 - 12 year agreement term – 2 years for design and development, 10 years for operation
- NMEDD has target to obligate project funds no later than June 30, 2024 (issuance of P.O. to ACI)
 - Secretary Roper is concerned that DFA or LFC may revert funds if not obligated

Commercial Soundstage Collaboration for NMEDD, NMHED, NMSU, and ACI

History of Soundstage Project

- 2022 Legislature / Governor funded the NM Media Academy, now the Media Arts Collective (NM MAC)
- Two regional hubs of training and production activity:
 - Northern hub of activity at CNM Railyards project in downtown Albuquerque
 - Southern hub to be at Arrowhead Park Creative Campus, adjacent to DACC CMT and NMSU CMI
- Governor traveled to DACC East Mesa Campus in June of 2022 to announce the southern hub as an addition to the new CMT building
- In summer of 2023, NM EDD changed scope from a small training facility to a full industry soundstage complex
- NM MAC provided classes will create job and career pathways for students graduating from NMSU CMI and DACC CMT programs



SOUNDSTAGE DEVELOPMENT AGREEMENT

This Soundstage Development Agreement (Agreement) is entered into by and between the Regents of New Mexico State University (NMSU), Arrowhead Center, Inc. (ACI), and the State of New Mexico Economic Development Department (NMEDD) (collectively, the Parties).

Background

The Parties recognize the film industry as a target industry for development and support in the State of New Mexico, as well as student training and educational opportunities arising therefrom. Therefore, the Parties have agreed to work collaboratively to support the state training initiative for the film industry in New Mexico led by the New Mexico Media Arts Collective (NMMAC).

NMEDD requested support from NMSU and ACI with the establishment of a film soundstage complex (the Soundstage), as the southern hub of the NMMAC, at Arrowhead Park. NMSU supports the economic development and educational goals of NMEDD and the NMMAC with the development of the Soundstage.

NMMAC and NMSU's film production, post-production, and digital media programs will connect students with training and job opportunities with high quality film, television and media productions.

In consideration of the foregoing and with the intent of being legally bound, the Parties agree to the following terms and conditions:

Article I. Term of Agreement

Term.

The term of this Agreement will be twelve (12) years from the Effective Date of this Agreement. The first two years after the Effective Date will be the Development Phase as defined in Article II of the Agreement. Years three through twelve (12) of the Agreement will be the Operational Phase as defined in Article III of the Agreement. This Agreement will expire upon the completion of year 10 of the Operation Phase. NMSU will own the Soundstage improvements developed hereunder at the earlier of the expiration of the Operation Phase or termination of this Agreement as further set forth herein.

ARTICLE II. Development Phase

Scope

ACI will provide the services in the scope of work (Project), which is attached as **Exhibit 1 –Scope of Services** and incorporated herein by reference. Should it be determined by any of the Parties that the Project cannot be delivered within budget, on time, or both, the Parties agree to work in good faith to agree, in writing, to a revised Project that allows for completion of the revised Project within budget on or before December 31, 2026.

A. Project Budget

The expected cost of development of the Project is \$15,000,000 (the Project Budget).

B. Funding

1. NMEDD will provide funding to ACI in the amount of the Project Budget (Development Funds) within fifteen (15) days of final approval of this Agreement. If the entire amount of the Development Funds is not received in accordance with this timetable, any additional costs incurred for delays to the Project (penalties, change orders, etc.) will be the sole responsibility of NMEDD.
2. The total amount of the monies payable to ACI by NMEDD during the Development Phase will not exceed the Project Budget.
3. For services provided during the Development Phase, ACI will be paid a fee of \$84,000 from the Development Funds. ACI will be paid the fee in four equal installments during the Development Phase.

Article III Operation Phase

A. Scope

At the completion of the Development Phase, NMSU, or its designee, will lease the Soundstage to a commercial operator. NMSU's or its designee's right to lease the Soundstage will continue throughout the Operational Phase of this Agreement. NMSU will own the Soundstage improvements developed hereunder upon the earlier of the expiration or termination of this Agreement.

B. Operating Cost

Should the operating revenue of the Soundstage be less than the operating cost, the parties agree to meet and discuss how to invigorate interest and promote the Soundstage and attendant funding matters.

C. Operational Priorities

The Soundstage must be operated in accordance with the following operational priorities:

1. promote film production industry in Southern New Mexico;
2. provide production-funded internships and experiential learning opportunities to NMSU and DACC students at the Soundstage related to production skills; and
3. support scheduling of NMMAC training classes.

Article IV. Termination

A. Termination for Lack of Economic Interest

If at any point during the Operational Phase of the Agreement, the Soundstage is not leased by NMSU or designee for commercial production for a minimum of 11 months over any contiguous three-year period, NMSU may terminate the Agreement.

B. Termination for change in law or Film Industry

If at any point during the Term of the Agreement, changes to Federal or State law, or changes within the film industry, make the Soundstage no longer economically viable, NMSU or designee may terminate the Agreement.

C. Termination for Material Breach

1. Grounds. The Parties may terminate this Agreement based upon a Party's uncured, material breach of this Agreement.
2. Notice; Opportunity to Cure
 - a. Terminating Party must give the other Party written notice of termination (Notice of Intent to Terminate) specifying the nature of the default, at least thirty (30) days prior to the intended date of termination (Termination Date).
 - b. The breaching Party will have 30 days from receipt of written Notice of Intent to Terminate to cure the material breach (Period to Cure). If more time is reasonably required to cure the material breach, the breaching Party must notify the non-breaching Party in writing of its proposed schedule for performance and commence performance within the Period to Cure; thereafter, the breaching Party must diligently proceed to completion.
 - c. If the breaching Party fails to cure or to commence cure within the Period to Cure, then the non-breaching Party has the right to terminate this Agreement immediately by serving the breaching Party with final written notice of termination.
3. Responsibilities of Each Party Upon Termination
 - a. If NMSU or ACI commit a material breach during the Development Phase that is not cured within the Period to Cure, NMEDD has the right of completion of the Soundstage development or to terminate the Project. If NMSU or designee commits a material breach during the Operation Phase, NMEDD may pursue an

action for specific performance of this Agreement for the remainder of the Term, or NMEDD may choose to terminate this Agreement. Upon any termination of this Agreement for any reason, ownership of the Soundstage will reside in NMSU.

b. If NMEDD commits a material breach during the Development Phase that is not cured within the Period to Cure, NMSU has the right to terminate this Agreement. If NMEDD commits a material breach during the Operation Phase that is not cured within the Period to Cure, ownership of the Soundstage will reside in NMSU.

c. In the event of termination for any reason, NMSU will own the Soundstage improvements and may continue to operate the Soundstage, convert it to academic or other use, dispose of it, or take any other action that is necessary or prudent, in the sole discretion of NMSU.

ARTICLE VI. Funds Accountability and ARPA

A. Funds Accountability

The Parties will provide for strict accountability of all monies made subject to this Agreement. ACI, as the development services provider, must maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds transferred to ACI pursuant to this Agreement.

B. ARPA

If any American Rescue Plan Act (ARPA) funds are provided by NMEDD for use in the Development Phase, NMEDD, and ACI agree to comply with all federal reporting requirements as stated in the U.S. Treasury Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) Sub-award template as attached and incorporated hereto as Exhibit 2.

ARTICLE VII. Maintenance of Records

ACI must maintain detailed expenditure records that indicate the date, nature and cost of services rendered during Development Phase and effect and retain them for a period of three (3) years from the date of completion of the Development Phase under this Agreement. The records will be subject to inspection by NMEDD, the New Mexico Department of Finance and Administration, and the New Mexico State Auditor.

ARTICLE VIII. Confidentiality

Any confidential information exchanged by the Parties in the performance of this Agreement must be kept confidential and will not be made available to any individual or organization by NMSU unless required by law including, but not limited to, New Mexico's Inspection of Public Records Act.

ARTICLE IX. Amendments

This Agreement may not be altered, changed or amended except by instrument in writing executed by the Parties hereto and all other required signatories.

ARTICLE X. Applicable Law NMSU, ACI, and NMEDD acknowledge and agree to the exclusive jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

ARTICLE XI. Acquisition of Property

The Parties agree that neither Party may acquire any real property as the result of this Agreement, unless approved by NMEDD or defined in the scope of work.

ARTICLE XII. Liability

Each Party will be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation of requirements applicable to the performance of the Agreement. Each Party will be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended.

ARTICLE XIII. Execution of Documents

The Parties agree to execute any document(s) necessary to implement the terms of this Agreement.

ARTICLE XIV. Equal Opportunity Compliance

NMSU agrees to abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, NMSU assures that no person in the United States will, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If NMSU fails to comply with these requirements during the life of this Agreement, NMSU agrees to take appropriate steps to correct these deficiencies.

ARTICLE XV. Workers' Compensation

NMSU agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If NMSU fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by NMEDD.

ARTICLE XVI. Notices

All notices, consents, approvals and other communications that may be or are required to be given by either party under this Agreement will be properly given only if made in writing and sent by (a) hand delivery, or (b) certified mail, return receipt requested, or (c) nationally recognized overnight delivery service (such as Federal Express, UPS Next Day Air, Purolator Courier or Airborne Express), designated for next business day delivery with all postage and delivery charges paid by the sender and addressed to the recipient at the address set forth below, or at such other address as each may subsequently designate in writing. Such notices delivered by hand, or overnight delivery service will be deemed received upon the earlier of actual receipt or the next general business day. Such notices sent by certified mail will be deemed received five (5) business days after the date of mailing.

Any notice or communication with reference to this Agreement addressed to NMSU must be addressed to:

New Mexico State University General Counsel
MSC 3UGC
P.O. Box 30001
Las Cruces, New Mexico 88003-8001

With copy to:

CEO of Arrowhead Center, Inc.
P.O. Box 30001, MSC 700
Las Cruces, New Mexico 88003

Any notice or communication with reference to this Agreement addressed to NMEDD must be addressed to:

New Mexico Economic Development Department

Office of the Secretary
P.O. Box 20003
Santa Fe, NM 87504-5003

ARTICLE XVII. Lobbying Certification (for federal contracts, grants, loans or cooperative agreements)

NMSU, by signing below, certifies to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal

appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned must require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients must certify and disclose accordingly. This certification is a material representation of facts upon which reliance is placed when this transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

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IN WITNESS WHEREOF, NMEDD, NMSU, and ACI have caused this Agreement to be executed, to become effective on the latest date of any signature provided below.

Regents of New Mexico State University

Monica Torres
President

Date: _____

Arrowhead Center, Inc.

Kathryn Hansen
President & CEO

Date: _____

New Mexico Economic Development Department

Secretary or Designee, NMEDD

Date: _____

Chief Financial Officer, NMEDD

Date: _____

Approved as to legal form and sufficiency.

Office of General Counsel, NMEDD

Date: _____

Exhibit 1

NMSU Scope of Services

A. Scope of Services – Development Phase

Arrowhead Center, Inc. will provide the following services for the delivery of a film soundstage complex at Arrowhead Park:

- approximate 20,000 sq ft soundstage;
- approximate 10,000 sq ft of associated mill, production support, storage, and crew spaces;
- approximate 5,000 sq ft equipment warehouse facility; and
- required site prep and utility development to support the project development and operation.

Development Services to be provided for execution of the project will include:

- construction management services;
- procurement of design and general contractor services;
- design reviews and budget consultations with NMEDD and NMSU at 30%, 60%, 90%, and final Construction Documents stages of design;
- construction services through receipt of Certificate of Occupancy for the Soundstage and final project closeout; and

NMSU, or its designee, will lease the Soundstage to a commercial operator.

B. Scope of Services – Operation Phase

NMSU or its designee agrees once development and construction are complete, to perform the following services:

- operate the Soundstage;
- leasing to soundstage operators or film and media production companies;
- maintenance of the Soundstage;
- support for NMSU, DACC, and NMEDD NMMAC student internship opportunities in leasing transactions for the Soundstage; and
- provide reasonable access to NMSU, DACC, and NMMAC students for training purposes

Exhibit 2

**SUBAWARD BETWEEN
THE NEW MEXICO DEPARTMENT OF [_____]
AND
[_____]**

THIS AGREEMENT is hereby made and entered into this [__] day of [____], by and between the New Mexico Department of [_____] (“[_____]”), hereinafter referred to as GRANTEE, and [_____] hereinafter referred to as “SUB RECIPIENT.”

WHEREAS, the U.S. Department of Treasury (hereinafter referred to as “GRANTOR”) has made federal funds available to the GRANTEE under the Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) Program (Assistance Listing Number (ALN) 21.027);

WHEREAS, Recipients under the CSLFRF Program are the eligible entities identified in sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 that receive a CSLFRF award. Subrecipients under the CSLFRF Program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the CSLFRF award on behalf of the recipient;

WHEREAS, Recipients are accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the CSLFRF statute, CSLFRF Award Terms and Conditions, Treasury’s Interim Final Rule, and reporting requirements, as applicable; and,

WHEREAS, this agreement addresses the flow of funds from the GRANTOR above to the GRANTEE who will then provide the same referenced subaward funds to the SUB RECIPIENT, as legally allowed by the relevant law and regulations, for any approved scope of work as further discussed in Section 1 of this agreement;

NOW THEREFORE, the GRANTEE and the SUB RECIPIENT do mutually agree to the following terms and conditions of this agreement:

1. Scope of Work

The GRANTOR has provided funds, through its CSLFRF Program, to the GRANTEE who is then providing this same funding to the SUB RECIPIENT. Information related to the federal award is attached as Exhibit A. The SUB RECIPIENT shall perform the necessary tasks required in order to accomplish the objectives of the GRANTOR’S Program which have been agreed to by the GRANTEE. This includes complying with all applicable federal, state or local laws, regulations and administrative policies as they relate to the SUB RECIPIENT’S specific approved project including but are not limited to the references above as well as the following:

Exhibit 2

- (a) SUB RECIPIENT will comply with 31 CFR Part 35 Subpart A – Coronavirus State and Local Fiscal Recovery Funds.
- (b) SUB RECIPIENT will comply with Title 2, Subtitle A, Chapter II, Part 200- Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as well as any specific federal departmental grant requirement in other sections of the CFR.
- (c) SUB RECIPIENT will adhere to both the Federal Procurement Laws contained in 2 CFR Part 200.317 to 200.326 as well as the State Procurement Laws for Political Subdivisions contained in ENTER STATUTES.
- (d) SUB RECIPIENT will adhere to the requirements of the GRANTOR’S CSLFRF Program.
- (e) SUB RECIPIENT will adhere to the Scope of Work and Budget in Exhibit B.
- (f) SUB RECIPIENT will comply with the Assurances for Non-Construction Programs as outlined in Standard Form 424B (Rev. 7-97) where applicable.
- (g) SUB RECIPIENT will comply with the Assurances for Construction Programs as outlined in Standard Form 424D (Rev. 7-97) where applicable.
- (h) SUB RECIPIENT will incorporate, where applicable, the contractual provision requirements outlined in 2 CFR Part 200.326 which is further discussed in Section 6 of this agreement.
- (i) SUB RECIPIENT will comply, when applicable, with any applicable National Policy Requirements for federal grants which is further discussed in Section 6 of this agreement.
- (j) SUB RECIPIENT will not pay any contractor who is listed by the federal government as debarred and/or suspended which is further discussed in Section 6 of this agreement. SUB RECIPIENT agrees to alert the GRANTEE immediately if a contractor working for the SUB RECIPIENT becomes debarred or suspended.
- (k) SUB RECIPIENT will fully cooperate at all times with the GRANTEE as the project manager who is ultimately accountable to the GRANTOR for all funds related to this project.

Pursuant to information submitted to the GRANTEE for inclusion in the GRANTOR’S CSLFRF Program, the SUB RECIPIENT shall perform the following tasks:

Properly procure and complete the project as described in Exhibit B, Scope of Work and Budget. Any and all expenses associated with the project are the sole responsibility of the SUB RECIPIENT. The ownership of any property furnished hereunder will be the property of the SUB RECIPIENT. The SUB RECIPIENT shall have the sole responsibility to maintain possession of the said property, maintain the property, repair the property when needed and maintain any applicable insurance amounts. Any future costs related to these requirements remain the sole responsibility of the SUB RECIPIENT.

In compliance with the above, the SUB RECIPIENT agrees to notify the GRANTEE and GRANTOR, in writing, and request the preferred method of disposition for any property or equipment purchased with federal funds if said property or equipment is no longer of use to

Exhibit 2

the SUB RECIPIENT. In addition, if an annual inventory is requested by the GRANTEE then the SUB RECIPIENT will provide prompt access to all inventory records.

2. Term of Agreement

The terms of this agreement shall become effective upon execution of this agreement and shall continue for a period of five (5) years after closeout of the grant program. All funds must be obligated by the SUB RECIPIENT by [_____] , and all funds must be expended and reimbursement requested by the SUB RECIPIENT to the GRANTEE by [_____].

3. Payment Terms of Grant Funding

The maximum budget for the scope of work identified in Section 1 above:

[_____]

Advancement of funds, under this agreement, is contingent upon the SUB RECIPIENT complying with all of the requirements for allowable uses for funds under the CSLFRF Program and providing sufficient documentation to the GRANTEE as determined by the GRANTEE. The SUB RECIPIENT is responsible for payment to its vendors unless otherwise specifically approved by the GRANTEE. The SUB RECIPIENT will provide copies of all related financial documentation to the GRANTEE with the first quarterly report, supplying sufficient documentation to meet the reporting requirements of the CSLFRF Program.

Any questioned costs which may occur at any point in this process (including the five-year period after grant closeout by the federal GRANTOR) will be the sole responsibility of the SUB RECIPIENT with respect to any activity covered by this agreement.

If this agreement extends beyond the current fiscal year and notwithstanding anything to the contrary and when applicable, both parties acknowledge and agree that pursuant to the applicable state law, this agreement is subject to an annual appropriation dependency requirement to the effect that the renewal of this agreement is contingent upon the appropriation of funds by either party to fulfill any future payment requirements of this agreement. If either party fails to appropriate sufficient monies to provide for any future payment requirements under this agreement, this agreement shall terminate on the last day of the last fiscal year for which funds were appropriated.

4. Monitoring and Review

The SUB RECIPIENT is required to participate in monitoring and review activities necessary to assess the work performed under the Subaward and determine whether the SUB RECIPIENT has timely achieved the Scope of Work stated in Exhibit B to this Subaward. The ongoing monitoring of the SUB RECIPIENT will reflect its assessed risk and include monitoring, identification of deficiencies, and follow-up to ensure appropriate remediation.

Exhibit 2

The risk assessment may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight. Monitoring and review activities will be detailed in a Monitoring Plan based on the GRANTEE'S risk assessment of the SUB RECIPIENT and will be provided to the SUB RECIPIENT. The Monitoring Plan may include, but not be limited to, the SUB RECIPIENT'S technical progress compared to the intended milestones and deliverables; the SUB RECIPIENT'S actual expenditures compared to the approved budget, review of SUB RECIPIENT'S reimbursement requests including detailed backup documentation, or other subject matter specified by the GRANTEE.

5. Amendments and Assignments

If there is a need to review and/or revise this agreement, the requesting party shall submit a written amendment to the other party, with the understanding that no amendment to this agreement shall be valid unless it is agreed and signed by both parties. This agreement shall not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

6. Records, Audits, and Other Grant Compliance Issues

It is understood that this agreement may be utilized as part of the American Rescue Plan Act (Coronavirus State and Local Fiscal Relief Fund – ALN 21.027) and therefore both parties agree to maintain accounts and records, including personnel, property, and financial records, adequately to identify and account for all costs pertaining to this agreement and to ensure full compliance with the requirements of the above program. The SUB RECIPIENT will comply with all applicable federal law, regulations, executive orders, grant policies, procedures, and directives. Even though federal funding may be available, the Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the GRANTEE, SUB RECIPIENT, or any other party pertaining to any matter resulting from the agreement.

The SUB RECIPIENT may receive from the GRANTEE work product information that the GRANTEE utilizes. The SUB RECIPIENT assumes sole responsibility for verification of the accuracy of all information and for legal compliance with all rules and instructions required herein. The SUB RECIPIENT further acknowledges that the GRANTEE makes and assumes no representations or warranties with regard to the work product information. Work product information may include, but is not limited to, procurement policies, procurement forms, contractor insurance requirements, various standard contracts, specific grant program forms or other relevant documents.

With respect to the SUB RECIPIENT'S use of any work product transmitted by or originally created by the GRANTEE, the SUB RECIPIENT acknowledges it is the SUB RECIPIENT'S decision to act accordingly. The SUB RECIPIENT has the option to either adopt such product as the SUB RECIPIENT'S own or the SUB RECIPIENT may utilize the following other options available to the SUB RECIPIENT:

Exhibit 2

- (1) modify the GRANTEE'S work product appropriate to the SUB RECIPIENT'S own needs;
- (2) create and adopt the SUB RECIPIENT'S own work product separate from the GRANTEE'S work products; or,
- (3) adopt a work product created by other State or Federal agencies when applicable to the SUB RECIPIENT'S needs.

If the SUB RECIPIENT utilizes any of the GRANTEE'S work products in any way then the SUB RECIPIENT acknowledges that the GRANTEE makes no representations or warranties with regard to the same.

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be maintained and retained for five (5) years after closeout of the grant program. If any confidential information is obtained during the course of this agreement, both parties agree not to release that information without the approval of the other party unless instructed otherwise by court order, grantor, auditor, public information request or as required by law.

The GRANTEE and SUB RECIPIENT agree that all records shall be made available to either party at no additional charge for such information. The SUB RECIPIENT also agrees to provide the GRANTEE, the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG), Pandemic Relief Accountability Committee (PRAC), or any of their authorized representatives access to any books, documents, papers, and records of the SUB RECIPIENT which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The SUB RECIPIENT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed at no additional charge.

In compliance with grantor and national policy requirements, including the above referenced federal grant requirements, both parties agree to adhere to the following regulations, where applicable:

(a) Federally Required Contractual Provisions:

- (1) **Administrative, Contractual or Legal Remedies** are required in all contracts in excess of the simplified acquisition threshold amount that are funded with federal funds and are addressed in various sections of this agreement;
- (2) **Termination Provision** requires all contracts in excess of \$10,000 to contain a provision for termination of the contract for cause or convenience and this provision is addressed in Section 8 of this agreement;
- (3) For all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, **Equal Employment Opportunity**, including Executive Order 11246 which was further amended by Executive Order 11375, which requires

Exhibit 2

equal opportunity for all persons, without regard to race, color, religion, sex or national origin, employed or seeking employment with government contractors or with contractors performing under federally assisted construction contracts (See Exhibit C);

- (4) For all applicable contracts in excess of \$100,000 that involve the employment of mechanics or laborers, **Contract Work Hours and Safety Standards Act** which prohibits certain unsanitary, hazardous or dangerous working conditions and requires that wages of every mechanic and laborer to be on the basis of a standard work week of forty hours with any work in excess of forty hours per week to be compensated at a rate of not less than one and one-half times the basic rate of pay (See Exhibit C);
- (5) For all contracts that meet the definition of “funding agreement” under 37 CFR Part 401.2(a) and involve a contract with a small business firm or nonprofit organization regarding the assignment or performance of experimental, developmental or research work must comply with the **Rights to Inventions Made Under a Contract or Agreement** contained in 37 CFR Part 401 (See Exhibit C);
- (6) All contracts, subcontracts and sub-grants in excess of \$150,000 must contain a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** and the **Federal Water Pollution Control Act** (See Exhibit C);
- (7) **Debarment and Suspension (Executive Orders 12549 and 12689 and 2 CFR Part 180)** which prohibit the contracting with any party listed on the “System for Award Management” (SAM), formerly identified as the “Excluded Parties List System” (EPLS.gov), which identifies all parties that have active exclusions (i.e., suspensions, debarments) imposed by a federal agency (See Exhibit C);
- (8) **Byrd Anti-Lobbying Prohibition (31 U.S.C. 1352)** prohibits the use of federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant or other award covered by 31 U.S.C. 1352 and also requires that Contractors that apply or bid for an award exceeding \$100,000 where federal funds are used must file the required certification stating that the parties will not and have not used federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant, or other award covered by 31 U.S.C. 1352 (See Exhibit C);
- (9) For all construction contracts in excess of \$2,000 and required by federal grant regulations, the **Davis Bacon Act** which requires payments of wages for laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor and said wage payments will be made at least weekly (See Exhibit D);
- (10) **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** wherein 2 CFR Part 200.216 prohibits use of federal grant or loan funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by

Exhibit 2

Huawei Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

- (11) **Domestic Preferences for Procurements** for when federal funds are utilized, and where appropriate and to the extent consistent with other laws and regulations, 2 CFR Part 200.322 allows a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products); and,
- (12) **Procurement of Recovered Materials** as required by 2 CFR Part 200.323 which requires procurements in excess of \$10,000 to contain the highest percentage of recovered materials practicable while consistent with maintaining a satisfactory level of competition.

(b) National Policy Requirements:

- (1) **Civil Rights Act of 1964**, including Title VI, which states that no person shall on the grounds of race, color or national origin shall be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance;
- (2) **Age Discrimination Act of 1975** which prohibits discrimination based on age in programs or activities receiving federal financial assistance;
- (3) **Americans with Disabilities Act of 1990**, with respect to building construction or alteration, prohibits discrimination based on a disability defined as a physical or mental impairment that substantially limits a major life activity;
- (4) **Section 504 of the Rehabilitation Act of 1973**, if specifically required by the federal agency, which prohibits the exclusion of an otherwise qualified individual because of a disability in programs receiving federal financial assistance including program accessibility, accessible new construction and alterations, reasonable accommodations and effective communication with hearing and visually disabled (this requirement may vary with each federal agency);
- (5) For all construction or repair contracts, **Copeland “Anti-Kickback” Act** which requires all contracts and sub-grants for construction or repair to contain a provision that prohibits a contractor or sub-contractor from inducing, by any means, any person employed in the construction, completion or repairs of public work to give up any part of the compensation to which he is otherwise entitled;
- (6) **National Environmental Policy Act and National Historic Preservation Act** which prohibit any activities that will have an adverse impact on the environment and regulate activity on property or structures that are deemed historic;
- (7) **Energy Policy and Conservation Act** which require the contractors to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan;
- (8) **Reporting Provision** requires that all contracts should include a requirement that the SUB RECIPIENT assist the GRANTEE, when applicable, with any awarding agency requirements and regulations pertaining to reporting;

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- (9) **Record Retention Provision** requires that any contract executed must include a provision that all required records will be maintained by the contractor/firm for a minimum period of three years after the GRANTEE formally closes out each federal program (GRANTEE and SUB RECIPIENT grant managers should verify the three-year record retention period with each respective grant agency to ensure that a longer period is not required);
- (10) **2013 National Defense Authorization Act (41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection)** subjects any subawards and contracts over the federal simplified acquisition threshold to the provisions of the above act regarding rights and remedies for employee whistleblower protections;
- (11) **National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973** which require recipients of federal grants that are acquiring, constructing or repairing property in a special flood hazard area, and with an estimated cost in excess of \$10,000, to purchase flood insurance;
- (12) **Wild and Scenic Rivers Act of 1968** which protects components or potential components of the national wild and scenic rivers system;
- (13) **Resource Conservation and Recovery Act** which requires proper handling and disposal of solid waste;
- (14) **Toxic Substance Control Act** which places restrictions on chemicals that pose unreasonable risks, such as surfaces that could be covered with lead-based paint;
- (15) **Federal Agency Seal(s), Logos, Crests, or Reproductions of Flags or Likeness of Federal Agency Officials** are prohibited from being utilized without specific federal agency pre-approval;
- (16) **False Claims Act and 32 U.S.C. Chapter 38 (Administrative Remedies)** which prohibits the submission of false or fraudulent claims for payment to the federal government identifying administrative remedies for false claims and statements made which the CONTRACTOR herein acknowledges; and,
- (17) **Section 603 Title VI of the Social Security Act** which establishes the Coronavirus State and Local Fiscal Recovery Fund and identifies eligible and ineligible uses for the Fund monies (See Exhibit E).

In compliance with Section 6(a)(8) above, the SUB RECIPIENT agrees to verify that all contractors or subcontractors employed are not parties listed as active exclusions (i.e., suspensions, debarments) on the "System for Award Management" (SAM) for parties debarred, suspended or otherwise excluded from contracting on any projects involving federal funds. SUB RECIPIENT agrees to require the contractor to provide immediate notice, but in no case later than three (3) business days, after being notified that the contractor, or any subcontractor, has been added to the SAM or otherwise been debarred from contracting on any projects involving federal funds.

In no event shall the SUB RECIPIENT allow any contractor to utilize a subcontractor at any time during the duration of this agreement who has been debarred from contracting on any projects involving federal funds. If the contractor is prohibited in any way from contracting on any projects involving federal funds at any time during the duration of this agreement, then

Exhibit 2

both the SUB RECIPIENT and GRANTEE must be notified. GRANTEE may, at its sole discretion, immediately implement the termination provisions discussed in Section 8 below if the SUB RECIPIENT decides to continue with the project using a “debarred” or “active exclusion” contractor or subcontractor.

7. Liability, Indemnity, and Insurance

The SUB RECIPIENT is responsible for the maintenance, upkeep and insurance requirements related to the scope of work. All related costs associated with this requirement are the sole responsibility of the SUB RECIPIENT.

This agreement is intended for the benefit of the GRANTEE and the SUB RECIPIENT and does not confer any rights upon any other third parties. All rights by and between the GRANTEE and the SUB RECIPIENT are limited to the actions outlined in the applicable local, state and federal laws, regulations and policies.

The SUB RECIPIENT will indemnify, defend, and hold harmless the GRANTEE, including the GRANTEE’S employees and agents, from and against any and all claims or liabilities arising from the fault of the SUB RECIPIENT, its employees or agents in carrying out the SUB RECIPIENT’S duties and obligations under the terms of this agreement. The GRANTEE will indemnify, defend, and hold harmless the SUB RECIPIENT, including the SUB RECIPIENT’S employees and agents, from and against any and all claims or liabilities arising from the fault of the GRANTEE, its employees or agents in carrying out the GRANTEE’S duties and obligations under the terms of this agreement. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney’s fees and costs arising as a result thereof.

8. Termination of Agreement and Dispute Resolution

While both parties agree to negotiate all contractual disputes in good faith, the GRANTEE reserves the right to terminate this agreement at any time upon written notice of termination or if the SUB RECIPIENT has failed to comply with the terms of this agreement, the grant itself or any applicable law and regulation. All questioned costs are the sole responsibility of the SUB RECIPIENT.

If the parties are unable to independently and satisfactorily resolve any disagreement, then both parties agree that any contractual disagreement will be resolved under the jurisdiction of the State of New Mexico. In the event that court action is necessary then the parties agree that whoever prevails in the litigation is entitled to reasonable attorney’s fees and costs as fixed by the Court.

9. Severability, Entire Agreement and Captions

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This agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. If any provision of this agreement is held invalid, void or unenforceable under any law or regulation or by a court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provision of this agreement. This agreement, any CSLRF Grant Program documentation, any attached documents, and any referenced documents represent the entire agreement between the GRANTEE and the SUB RECIPIENT and supersede all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this agreement and other documents, the terms of this agreement shall control.

Each paragraph of this agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation.

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IN WITNESS WHEREOF, the Grantee and the Grantor do hereby execute this Agreement as of the date of signature by the Grantor below.

THIS GRANT AGREEMENT has been approved by:

[_____]

Executive Director/Chief Executive Officer

Date

NEW MEXICO DEPARTMENT OF [_____]

[_____] , Cabinet Secretary

Date

FEDERAL AWARD INFORMATION

In accordance with the Code of Federal Regulations (CFR), 2 CFR Section 200.331 requires that the following information be provided to any Subrecipient of a federal award:

Federal Award Identification: Coronavirus State and Local Fiscal Recovery Funds

Subrecipient Name: [_____]

Subrecipient Unique Identification (ID) Number: [_____]

Federal Award Identification Number: Coronavirus State and Local Fiscal Recovery Funds

Subaward Period of Performance (Start and End Date): Effective Date of this Agreement and October 31, 2026

Amount of Federal Funds Obligated to Subrecipient: [_____]

Federal Award Project Description (in accordance with Federal Funding Accountability and Transparency Act (FFATA): Coronavirus State and Local Fiscal Recovery Funds

Name of Federal Awarding Agency: U.S. Department of the Treasury

Name of Pass-Through Entity and Contact Information: [_____]

Assistance Listing Number (ALN): 21.027

SCOPE OF WORK AND BUDGET

[]

Significant Changes to Scope of Work

The SUB RECIPIENT is required to notify and seek written approval of the GRANTEE in advance of any proposed changes to the scope of work under this Subaward (i.e., significant changes to the statement of project objectives or the schedule of technical milestones and deliverables). Such changes may require the GRANTEE to re-evaluate the eligibility of the work under this Subaward.

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 19641965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR section 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act and the Federal Water Pollution Control Act. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 74017671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**DAVIS-BACON ACT REQUIREMENTS
(IF APPLICABLE)****Overview**

Section 1606 of the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. No. 111-5, 123 Stat. 115 (Feb. 17, 2009) (the “Recovery Act”), requires grant award recipients, subrecipients, contractors, and subcontractors to comply with the wage requirements of the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*) and related acts, stating:

Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

Scope of the Davis-Bacon Act The Davis-Bacon Act prevailing wage requirements apply to laborers and mechanics employed under contracts or subcontracts in excess of \$2,000 for construction, alteration, or repair activities (including but not limited to painting and decorating) that are funded, in whole or in part, under BTOP grant awards. In general:

- Laborers and mechanics – Are workers whose duties are manual or physical in nature, including apprentices, trainees and helpers, but do not include workers whose duties are primarily managerial, administrative, executive, or clerical. See 29 C.F.R. section 5.2(m).
- The \$2,000 threshold – Pertains to the amount of the prime construction contract, not to the amount of individual subcontracts. Accordingly, if the prime construction contract exceeds \$2,000, all construction work on the project (including subcontracts) is covered by the Davis-Bacon Act. See 29 C.F.R. section 5.5(a)(6).
- Construction, alteration, or repair activities – Are those occurring at the “site of the work” that involve the alteration, remodeling, or installation of items fabricated off-site; painting and decorating; manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work; and, in certain cases, transportation between the site of the work and other points. See 29 C.F.R. section 5.2(j).

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- Site of the work – Is the physical place or places where the building or work called for in the contract will remain, and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project, and includes job headquarters, tool yards, batch plants, borrow pits, etc., if they are dedicated exclusively, or nearly so, to performance of the contract or project, and are adjacent or virtually adjacent to the site of the work. The site of the work does not include permanent home offices, branch plant establishments, fabrication plants, tool yards, etc., of a contractor or subcontractor whose location and continued operation are determined wholly without regard to a particular Federal or Federally assisted contract or project. See 29 C.F.R. section 5.2(l).
- Application to Governmental Agencies - Governmental agencies, such as states or their political subdivisions, are not subject to the Davis Bacon Act requirements when construction work is being performed by their own employees on a “force account” basis. See 29 C.F.R. section 5.2(h).

Davis-Bacon Act prevailing wage requirements are likely to apply to construction and related activities undertaken in connection with Infrastructure Round 1 and Comprehensive Community Infrastructure (CCI) Round 2 projects. In many cases, Davis-Bacon Act prevailing wage requirements will also apply to activities under BTOP grants for Sustainable Broadband Adoption (SBA) and Public Computer Centers (PCC), when construction and related activities (including minor renovation of facilities) can be segregated from the other work contemplated by the grant. See 29 C.F.R. section 4.116; F.A.R. section 22.402(b).

Davis-Bacon Act Requirements

Required contract provisions (appearing at 29 C.F.R. section 5.5) and the applicable wage determination(s) for the activities contemplated by a construction project must be included in any contract or subcontract to which the Davis-Bacon Act applies providing, among other items, that:

- Laborers and mechanics must be paid the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at least once a week;
- No paycheck deductions or rebates are permitted, except as permitted under Department of Labor (DOL) regulations (29 C.F.R. sections 3.5-3.6);
- Wage and fringe benefit rates must be no less than those contained in DOL wage determination for the labor classification for the work actually performed.

The recipient is responsible for ensuring that the required contract provisions appear in all contracts and subcontracts entered into by recipients, subrecipients, contractors, and subcontractors for construction, alteration and repair activities covered by the Davis-Bacon

Exhibit 2

Act and related acts. Applicable wage determinations included in the contract must be verified by the recipient within 10 days of the contract date.

In cases where state wage rates (determined under state statutes often called “Mini-Davis-Bacon Acts”) are higher than the Federal wage rates, the state wage rates take precedence and should be included in contracts in lieu of the lower, Federal wage rates. In cases of construction projects on tribal lands, the recipient should contact its assigned Federal Program Officer (FPO) for guidance on the interplay among the Davis-Bacon Act, state Mini-Davis-Bacon acts, and the Tribal Employment Rights Ordinance (TERO).

Contracts for amounts over \$100,000 that are covered by the Davis-Bacon Act must include additional standard clauses (also appearing in 29 C.F.R. section 5.5) providing, among other things, that overtime for laborers and mechanics must be paid at a rate 1.5 times the basic rate of pay for time worked in excess of 40 hours per week.

In addition, the DOL Davis-Bacon poster (WH-1321) must be prominently posted at the site of the work. Refer to: (www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf 1321).

Davis-Bacon Wage Rate Determinations

DOL conducts statewide surveys seeking payment data on wage and fringe benefit rates from construction contractors and other interested parties, such as labor unions. Wage determinations are issued by locality, typically on a county-by-county basis. Davis-Bacon Act wage determinations are published on DOL’s Wage Determinations OnLine (WDOL) website accessible at: www.wdol.gov. The Davis-Bacon Act prevailing wages are determined by DOL based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area.

If DOL has not published a wage determination for work that is needed to complete a BTOP construction project, the recipient may seek a Conformance. The recipient must submit a Conformance request using Standard Form (SF) 1444. Please go to www.wdol.gov/library.aspx to obtain a copy of the form and instructions.

To complete the form, the recipient must describe the work to be done (identified with a classification that is used in the subject area in the construction industry) and propose a wage rate that bears a reasonable relationship to existing wage determinations. Typically, the rate must not be less than the wage determination for an unskilled laborer and, for a skilled craft, must be at least equal to the lowest wage determination for any other skilled craft.

Infrastructure and CCI recipients should submit the completed SF-1444 through Grants Online as an “Other Action Request.” The SF1444 will be routed to the National Oceanic and Atmospheric Administration (NOAA) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

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SBA and PCC recipients should submit completed SF-1444 Conformance requests through the Post-Award Monitoring (PAM) System. To do so, the recipient should create a report package of the type “POR: PAM Other Request.” After filling out and attaching the Request Template, recipient should attach the completed SF-1444 form using the “Add File” button. The SF-1444 will be routed to the National Institute of Standards and Technology (NIST) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

Recordkeeping and Monitoring Obligations

Recipients, subrecipients, contractors, and subcontractors must prepare weekly certified payroll documentation using Form WH347 (available at: www.dol.gov/whd/forms/wh347.pdf), properly completed for laborers and mechanics performing activities covered by the Davis-Bacon Act requirements of the Recovery Act. Subrecipients, contractors, and subcontractors must submit this information to the BTOP grant award recipient on a weekly basis within seven days of the regular payment date of the subrecipient’s, contractor’s or subcontractor’s payroll period.

A recipient must review the weekly certified payroll documentation it receives from its subrecipients, contractors and subcontractors on an ongoing basis. See 29 C.F.R. sections 3.3-3.4. If a subrecipient receives the original payroll documents, the subrecipient should review these documents and forward the original documents to the recipient on a weekly basis within the time period described above.

The recipient must maintain in its files the original Davis-Bacon Act payroll records it prepares for itself, as well as those prepared by subrecipients, contractors, and subcontractors. The recipient is not required to submit any of the payroll documents to the BTOP Grants Office unless the assigned Grants Officer makes a request for such records. The payroll records must be maintained so as to be easily accessed by BTOP Grants Officers and by other duly authorized officials. The recipient must retain these records as provided in the Department of Commerce (DOC) Uniform Administrative Requirements for Grants and Cooperative Agreements, 15 C.F.R. section 14.53 or 24.42, as applicable, generally for the later of three years after closeout of the award, or until any litigation, claim, or audit is resolved.

Enforcement and Penalties

Violation of the requirements of Section 1606 of the Recovery Act and the Davis-Bacon Act and related acts is a serious offense. Compliance is subject to audit during OMB Circular A-133 audits (including program-specific audits) of BTOP grant recipients and subrecipients, as well as audits and investigations by the DOC Office of Inspector General, the Government Accountability Office (GAO), the DOL Wage and Hour Division, and other duly authorized officials. A violation of the Davis-Bacon Act wage requirements may lead NTIA to impose appropriate enforcement action in connection with a BTOP grant award, up to and including suspension or termination of the award. In addition, contracting parties are subject to payment of back wages, and suspension or debarment from future contracts for a period of up to three

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years. Monetary damages may also apply. Falsification of certified payroll records or the required kickback of wages may subject a violator to civil or criminal prosecution, the penalty for which may include fines and/or imprisonment.

ELIGIBLE AND RESTRICTED USES OF CSLFRF FUNDS

As described in the CSLFRF statute and summarized above, there are four enumerated eligible uses of CSLFRF award funds. As a recipient of an award under the CSLFRF program, your organization is responsible for complying with requirements for the use of funds. In addition to determining a given project's eligibility, recipients are also responsible for determining subrecipient's or beneficiaries' eligibility and must monitor use of CSLFRF award funds.

To help recipients build a greater understanding of eligible uses, Treasury's Interim Final Rule establishes a framework for determining whether a specific project would be eligible under the CSLFRF program, including some helpful definitions. For example, Treasury's Interim Final Rule establishes:

- A framework for determining whether a project “responds to” a “negative economic impact” caused by the COVID-19 public health emergency;
- Definitions of “eligible employers”, “essential work,” “eligible workers”, and “premium pay” for cases where premium pay is an eligible use;
- A definition of “general revenue” and a formula for calculating revenue lost due to the COVID-19 public health emergency;
- A framework for eligible water and sewer infrastructure projects that aligns eligible uses with projects that are eligible under the Environmental Protection Agency's Drinking Water and Clean Water State Revolving Funds; and,
- A framework for eligible broadband projects designed to provide service to unserved or underserved households, or businesses at speeds sufficient to enable users to generally meet household needs, including the ability to support the simultaneous use of work, education, and health applications, and also sufficiently robust to meet increasing household demands for bandwidth.

Treasury's Interim Final Rule also provides more information on four important restrictions on use of CSLFRF award funds: recipients may not deposit CSLFRF funds into a pension fund; recipients that are States or territories may not use CSLFRF funds to offset a reduction in net tax revenue caused by the recipient's change in law, regulation, or administrative interpretation; and, recipients may not use CSLFRF funds as non-Federal match where prohibited. In addition, the Interim Final Rule clarifies certain uses of CSLFRF funds outside the scope of eligible uses, including that recipients generally may not use CSLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a “rainy day” fund. Recipients should refer to Treasury's Interim Final Rule for more information on these restrictions.



Board of Regents Meeting
Meeting Date: June 28, 2024
Agenda Item Cover Page

Agenda Item # J-2

- Action Item
- Consent Item
- Informational Item

Presented By: Wayne Savage
Executive Director
Arrowhead Park

Agenda Item: Memorandum of Proposed Terms between Regents of New Mexico State University (NMSU) and Arrowhead Center, Inc. (ACI)

Requested Action of the Board of Regents: Approval of the Memorandum of Proposed Terms between Regents of New Mexico State University (NMSU) and Arrowhead Center, Inc. (ACI)

Executive Summary

The attached document outlines the proposed terms between the Regents of New Mexico State University (NMSU) and Arrowhead Center, Inc. (ACI)

References

Please refer to the following attachment for review.

Prior Approvals

6/26/2024 Regents Financial Strategies, Performance and Budget Committee
6/26/2024 Regens Real Estate Committee

Memorandum: Proposed Terms for Lease of Soundstage Complex to NMSU

This Memo of Proposed Terms (the Memo) between Arrowhead Center, Inc. (ACI) and the Regents of New Mexico State University (NMSU), (collectively, the Parties) outlines principal terms to be further considered and potentially agreed to, all subject to obtaining all required approvals from the Parties' respective boards.

All references herein to the Soundstage Development Agreement (Development Agreement) mean the proposed agreement between the Economic Development Department (EDD), ACI, and NMSU, a draft of which is incorporated herein.

Subject to the required approvals above, NMSU and ACI agree in principle to the below terms.

1. At the commencement of the Operational Phase of the Development Agreement, ACI will lease the Soundstage Complex Improvements (depicted in Attachment 1) to NMSU (the ACI Lease) for one dollar per year for the duration of the Operational Phase or until ownership of the Soundstage Complex is transferred to NMSU or designee.
2. NMSU will engage in commercially reasonable efforts to sublease the Soundstage Complex Improvements to a commercial operator for film and television productions. Upon securing a sublease with a commercial operator, NMSU will be entitled to receive all rents and profits from lease of the Soundstage Complex Improvements.
3. NMSU will develop commercially reasonable reserves taken from the lease rental payments received from the sublease of the Soundstage Complex Improvements to maintain, operate, and repair the Soundstage Complex Improvements.
4. When the Soundstage Complex Improvements are leased to a commercial operator, ACI shall receive ground lease rent payments from the commercial operator in the amount of \$6,750 per month. No ground rent of any kind will be due when the Soundstage is not leased to a commercial operator. Ground rent will be paid pro rata for any leases of partial months.
5. Under the ACI Lease, NMSU will:
 - a. Take responsibility for all expenses related to the Soundstage Complex, including utilities, maintenance and repairs.
 - b. Pay rent of \$1.00 per year for the Soundstage Complex Improvements. No rent of any kind will be due when the Soundstage is not leased to a commercial operator.
 - c. Take full responsibility for daily operations and maintenance of the Soundstage Complex.
 - d. Place utilities for the Soundstage Complex in the name of NMSU.
 - e. Pay any taxes or assessments that may become legally due from ACI resulting from ownership of the Soundstage Complex.
 - f. Request ACI Lease amendment if more car or truck parking spaces are required.
 - g. Be responsible for any additions or upgrades to the Soundstage Complex, unless funding is provided directly to ACI.
 - h. Comply with all EPCRA reporting requirements for hazardous substances. NMSU will provide annual reports to ACI of chemicals on hand, along with copies of applicable MSDS sheets.
 - i. Not create or suffer to be created any liens against the Land or Building and Improvements.
6. Upon a transfer of ownership of the Soundstage Complex, the ACI Lease will terminate, and ACI will enter into a Park Operations and Maintenance agreement with the owner.

This Memo represents the proposed principle terms for agreement between ACI and NMSU to be incorporated into an ACI Lease for submission and approval by the Parties' respective boards. Lease to be entered before ACI receives a Certificate of Occupancy for the Soundstage.

This Memo is effective as of the date of the final signature below.

Regents of New Mexico State University

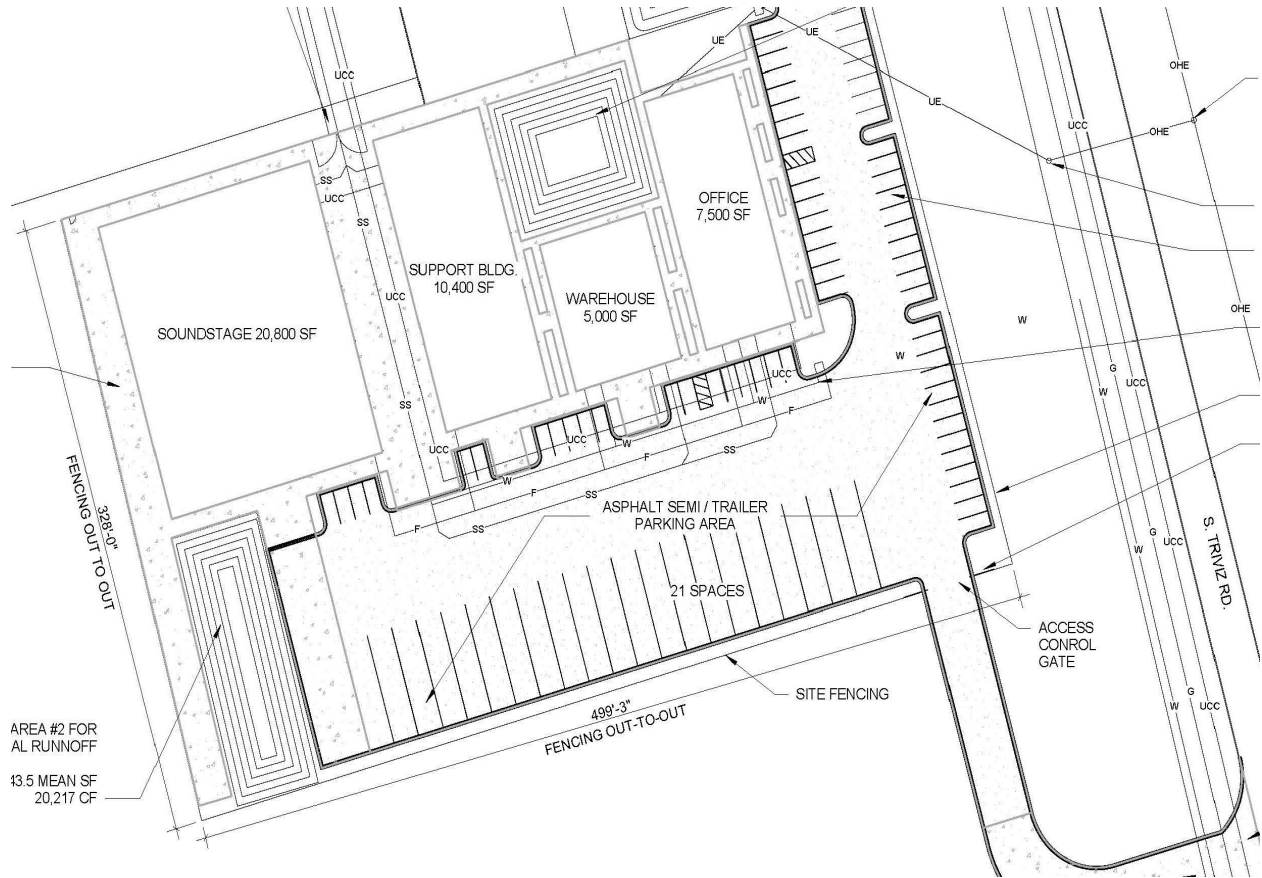
Arrowhead Center, Inc.

Name

Name

Title

Title





Board of Regents Meeting
Meeting Date: June 28, 2024
Agenda Item Cover Page

Agenda Item # J-3

- Action Item
- Consent Item
- Informational Item

Presented By: Kimberly Rumford, Chief Budget Officer
Steven Frazee, ACES Acad. Dept. Head

Agenda Item:

ACOM 4120 Course Fee

Requested Action of the Board of Regents:

Approval ACOM 4120 Course Fee

Executive Summary:

The ACOM 4120 Funds listed will cover training software for each student and a testing voucher for each student to take a certification exam in Adobe Illustrator, InDesign, and Photoshop.

References:

N/A

Prior Approvals:

05/15/2024 University System Budget Committee

06/17/2024 Regents Financial Strategies, Performance and Budget Committee

Course Fee Justification:

Graphic design requires hands-on practice, and technology certifications are an impactful way students can stand out as future employees. To assist in building our student technical skills and employment opportunities, student will have the opportunity to take three Adobe Creative Cloud certification exams. They will train using LearnKey software that is proven to help students be prepared for their certification exams. In Fall of 2022, four out of five students were able to be pass each certification exam by using the LearnKey software. Each passed certification exam provides students with a globally recognized certification from Adobe. Funds listed will cover training software for each student and a testing voucher for each student to take a certification exam in Adobe Illustrator, InDesign, and Photoshop.

Average number of students:

The course cap is set for 20 students.

Itemized Budget Items:

LearnKey GMetrix Training Platform: \$1,995.00

- One course license covers up to 100 users.
- Cost per student \$99.75

Adobe Pro Testing Voucher (includes one free exam retake): \$79.00

- Once voucher is required for each program.
- 20 Illustrator vouchers, 20 InDesign vouchers, 20 Photoshop vouchers
 - 60 vouchers total @ \$79.00 per unit: \$4,740.00
- Total cost per student for three vouchers: \$237.00

Total cost per student: \$336.75



A PEARSON VUE BUSINESS

Prepared By Don Wilson
Email donald.wilson@pearson.com
Created Date 3/22/2024
Expiration This quote is valid until 04/12/2024
Quote Number 00146611
Certiport ID 90027448

*** This is not an Invoice. Please do not send payment from this quote. ***

Mailing Address

Certiport, a business of NCS Pearson, Inc.
1633 W. Innovation Way, 5th Floor
Lehi, UT 84043
USA

Corporate Address

5601 Green Valley Drive
Bloomington, MN 55437
USA

Federal Tax ID Number: 41-0850527

Sales (888) 222-7890 Fax (801) 492-4118

Please email POs if possible. Otherwise send them to the mailing address above.

donald.wilson@pearson.com

Bill To Name New Mexico State University
Bill To New Mexico State University
1500 N. 3rd St.
Grants, NM 87020
USA

Ship To Name New Mexico State University
Ship To New Mexico State University
1500 N. 3rd St.
Grants NM. 87020
Grants, NM 87020
USA

Table with 5 columns: Product ID, Product, Quantity, Sales Price, Total Price. Rows include (LearnKey) Adobe Pro ecourses and Adobe Pro Voucher + Retake.

** All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.

Grand Total \$6,735.00

Grand Total does not include applicable taxes which may be charged.

Terms and Conditions of Sale

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement").

1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions.

2. Implementation of Services. Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.

3. Payment, Prices and Setoff. Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties.

4. Title. Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder.

Prepared By	Don Wilson
Email	donald.wilson@pearson.com
Created Date	3/22/2024
Expiration	This quote is valid until 04/12/2024
Quote Number	00146611
Certiport ID	90027448

5. Termination or Cancellation of this Agreement. This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.

6. Parental Consent Form. Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.

7. Legal Compliance. Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

8. Intellectual Property. Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.

9. Limited Warranty. Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**

10. Limitation of Liability. In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

11. Buyer Specifications Indemnity. Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.

12. Confidentiality. Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

13. Infringement by Seller. Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

14. Infringement by Buyer. Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

15. Force Majeure. The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

16. General. It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this



A PEARSON VUE BUSINESS

Prepared By	Don Wilson
Email	donald.wilson@pearson.com
Created Date	3/22/2024
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Quote Number	00146611
Certiport ID	90027448

Section is found to be invalid, illegal, or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.



Budget Office

MSC 3AA
New Mexico State University
P.O. Box 30001
Las Cruces, NM 88003-8001
575-646-2431, budget@nmsu.edu

Request for Course Fees

Date:	3/26/2024	Requesting Department:	AXED
College:	ACES	Contact Name & Phone Number:	Lacey Roberts-Hill, 575-646-3078
Requested Effective Semester	Fall 2024	Course Prefix & Number	ACOM 4120
Course Name	Advanced Graphic Design and Layout in Agriculture	No. of Credit Hours	3

Amount Requested: \$336.75

Per Course Per Credit Hour (If multiple courses, attach summary.)

Please Forward to Next Reviewer/Approver.

Submitted By:	Date of Approval	Comments:
 _____ Department Head	3/27/24 _____ Date	
_____ Dean, College	_____ Date	

Review-Budget Office	Date of Review	Comments
_____ Chief Budget Office	_____ Date	

Forward to Provost for Approval

Forward to University System Budget Committee Approval

Approval – Provost & Chief Academic Officer	Date of Approval	Comments:
_____ Provost & Chief Academic Officer	_____ Date	

Approval – University System Budget Committee	Date of Approval	Comments:
Meeting Date: _____ Voting Results: _____ yes _____ No	_____ Date	

Please attach detailed request to include:

- Justification
- Itemized Costs
- Average number of students enrolled in course
- A copy of the syllabus when possible



BE BOLD. Shape the Future.®
New Mexico State University



Board of Regents Meeting
Meeting Date: June 28, 2024
Agenda Item Cover Page

Agenda Item # K

- Action Item
- Consent Item
- Informational Item

Presented By: Jeff Witte
Cabinet Secretary & Director
New Mexico Department of
Agriculture

Agenda Item: Report from the New Mexico Department of Agriculture to the Regents of New Mexico State University (Board of Agriculture)

Requested Action of the Board of Regents: None. Information only.

Executive Summary: This is a quarterly report provided to the Board of Regents from the New Mexico Department of Agriculture

References:
See attached report.

Prior Approvals:
N/A

NMDA

New Mexico Department of Agriculture

BOARD OF REGENTS REPORT

June 28, 2024

Secretary's/Director's Office

NMDA has been very busy with normal activities, some of which are included in this report and two highly unexpected emergency response operations occurring in New Mexico. The most recent, the South Fork and Salt fires activated the state Emergency Operations Center (EOC) in Santa Fe. NMDA is the lead for Emergency Support Function 11 (ESF 11) and staff the EOC with trained individuals to oversee this operation. ESF 11 coordinates the agriculture response and recovery for New Mexico. While NMDA is charged with leading, we depend on NMSU Cooperative Extension to provide key support. The Southwest Border Food Protection and Emergency Preparedness Center continues to provide resources and key training to assist in these complex events.

Annual Conference 2024

NMDA held an annual all-employee planning conference in April. During the conference, the following employees were recognized for their outstanding contributions over the past year: Distinguished Service Award for Non-Exempt Employee - Desiree Stephens Exempt; Distinguished Service Award for Employee - Anthony Colin; Exemplary Colleague Award - Daniel Molina; Secretary's Honor Award - Anthony J. Parra.

Cabinet in Your Community

Governor Michelle Lujan Grisham hosted a community event in Shiprock and Farmington on April 11th-12th, where constituents were able to interact with various state agencies and programs to understand and know the resources available to them. At this specific event, NMDA provided statistics and services available in the counties of and immediately adjacent of the two communities. Deputy Director Anthony Parra and Government Affairs Manager Candie Sweetser, were available to answer questions and highlight how NMDA benefits the community.



Highly Pathogenic Avian Influenza in Dairy Cattle and Poultry in New Mexico

In early March, NMDA was alerted to a mystery disease impacting dairies in Texas and New Mexico. Within hours, we activated our incident management program and gathered appropriate state, federal, and industry for a briefing on a Saturday afternoon. Within a week, the mystery disease was identified as Highly Pathogenic Avian Influenza (HPAI) in dairy cattle. New Mexico identified 11 herds as impacted. There have been 12 states impacted with 121 total cases. The disease is of high morbidity and low mortality in dairy cattle with most recovering within a few weeks. NMDA worked closely with FDA on a pasteurized milk study which confirmed that pasteurization kills the virus, leaving the milk supply safe. NM herds are recovering and we continue to work with USDA to test and clean impacted herds. As this is a novel disease in livestock, there is much testing being conducted to gain a better understanding of this disease in livestock.

Our state was also impacted on the poultry side as well. HPAI infections in poultry require 100 percent depopulation of impacted operations. We had one facility impacted and they had to depopulate and decontaminate a majority of their production barns. USDA has an indemnity program to compensate poultry producers impacted by HPAI.

The threat to human health is low. There has been three (3) confirmed human infections in dairy workers from Texas and Michigan.

Directors Innovation and Trade Mission- Rome and Florence, Italy

27 participants of various NM ag operations were part the of the trade mission to Italy. The trade mission included meetings with the USDA Foreign Ag Service in Italy, the Ag Ministry of Italy,

and various Ag policy groups. Site visits to various farms and ranches, agritourism and agricultural institutions were also included. In visiting these sites, participants had the opportunity to engage and learn about the Italian agricultural, culture, innovations, trade, and policy.



USDA Ag Trade Mission to India and NM Pecan Marketing Campaign

April 19-27, staff successfully executed an Outbound Trade mission to New Delhi, India. Lead by NMDA Director/Secretary Witte, seven (7) members of the NM Pecan industry participated in market briefings, site visits, and a series of one-on-one B2B meetings. Through networking events and meetings, NM pecan suppliers met with qualified buyers from India, Nepal, Bangladesh, and Sri Lanka. The mission included a masterclass featuring a celebrity chef, a technical seminar to an audience of culinary professionals, distributors, food service members, and the media. This NMDA international marketing project was funded through WUSATA using USDA Ag Trade Promotion (ATP) funds and held in conjunction with the USDA Ag Trade Mission led by USDA Undersecretary Alexis Taylor.

India presents a great opportunity to reach a growing, heavily vegetarian country where general awareness about pecans is low, but interest in nuts, especially U.S. nuts, is high—not just for cultural holidays, weddings, or gift-giving, but for nutritious snacking and ingredient solutions. Additionally, India's population is projected to reach 1.5 billion by the end of this decade, and with the recent tariff reduction (100 down to 30 percent), it's a critical moment for NM pecans to secure a foothold there.



Ranch-To-Institutional Marketing Summit

May 2, staff successfully executed the 2nd Annual Ranch-To-Institutional Market B2B. Held at the Indian Pueblo Cultural Center in Albuquerque, local meat suppliers from across the state assembled to meet with prequalified institutional buyers through a series of one-on-one meetings. Institutional market segments include schools, early childhood centers, senior centers and food banks. Additionally, the event included a cooking demonstration by the NMDA Taste the Tradition Chef Ambassadors. The objective of this marketing activity is to further develop the state’s meat supply chain, through the NM Grown program; The goal is to improve buyer awareness of product availability, quality, safety, and variety of uses in institutional applications; and, to improve supplier awareness of marketing opportunities in institutional market segments, including who is buying, their needs, specifications and requirements.



Las Cruces Pecan Festival

During April 12-14, NMDA participated in the inaugural Las Cruces Pecan Festival, presented by the Wee Warriors Project, a non-profit organization that aids New Mexico families with

children in neonatal intensive care units. The event occurred at Young Park in Las Cruces, and included 70+ vendors with 20 food trucks, live entertainment, a cornhole competition, and more. NMDA deployed its culinary events trailer, wherein NMDA Taste the Tradition Chef Ambassadors conducted cooking demonstrations throughout the event and participated as judges of the “Taste of Pecan” competition for local chefs. Samples prepared and served included recipes developed from a recent culinary event in partnership with NMDA and the Culinary Institute of America.



Spring-Mexico Livestock Genetics Inbound Trade Mission

On April 4-6, staff hosted a delegation of Mexican cattlemen on an inbound buyers mission. Mexican cattlemen participated in the Rocky Mountain Santa Gertrudis Cattle Association Spring Run Off sale and the Red Doc Red Hot Bull Sale wherein \$6,000 worth of genetics were purchased on-site.



Regional Farm to Food Bank (New Mexico's Local Food Purchase Assistance Program)

The cooperative partners of the New Mexico Regional Farm to Food Bank program have continued the steady purchasing of local NM food products for distribution through the NM emergency food network. The program has thus far purchased over \$1.5 million in produce, meat, nuts, legumes, grains, and eggs.

NMDA staff continue to conduct site visits with participating producers each quarter. Staff have successfully conducted 26 site visits with participating producers across the state since purchasing began. Visits are conducted with the highest earning producers and distributors in the program from the previous quarter. The site visits are to ensure that the federal monies are being spent with integrity and to connect with the producers and discuss how they could be better served by the NMDA, the Regional Farm to Food Bank program, or other programs. These site visits also provide a valued opportunity for NMDA staff to foster relationships with the state's producers and gain insight into other successes or issues outside of the program that might be occurring with the producer.



(Photos from site visits in February 2024 at an orchard in Valarde, NM and a ranch in Anton Chico, NM)

Specialty Crop Block Grant Program (SCBGP)

Staff facilitated the committee review and recommendations for the 2024 Specialty Crop Block Grant Program (SCBGP). The committee recommended 7 projects and \$550,000 in funding focusing on: developing resilient, climate-adapted specialty crops for New Mexico; research to improve producer knowledge of pest control techniques for specialty crops; as well as developing retail supply chains for New Mexico specialty crops. Staff provided technical assistance for revisions based on the recommendations of the committee and submitted the state plan to USDA.

NMDA Fruit & Vegetable (F&V) Inspection Program

On April 16, a fire occurred at one of Portales Select Peanut's (PSP) east (Originally Sunland Peanut, then Ready Roast) peanut milling facilities in Portales, NM, resulting in a total loss of the building and a significant loss of inventory, including seed product. The NMDA Peanut Grading Station (PGS) provides in-shell and milled grading services for the regional peanut production and manufacturing industry. Fires continue to burn to-date. Hampton Farms, the parent company of PSP has announced plans to rebuild and resume operations at PSP East before the next harvest.