



**NEW MEXICO STATE UNIVERSITY BOARD OF REGENTS  
REGULAR MEETING  
March 11, 2024 at 2:00 PM**

Educational Services Building, Regents Room  
1780 East University Avenue, Las Cruces, NM

Webcast 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 Susanne Berger

**University Officials** - Interim President Jay Gogue, Ph.D., Provost Alan Shoho, Ed.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) **Introduction of General Counsel Lisa Henderson, Chairwoman Ammu Devasthali**
  - b) **Introduction of Graduate School Dean/Associate Provost for International Affairs Ranjit Koodali, Provost Alan Shoho**
- 3. Confirmation of Quorum, Chairwoman Ammu Devasthali**
- 4. Approval of the Agenda, Chairwoman Ammu Devasthali**

**B. 4-H Program Overview, Interim Department Head Laura Bittner**

**C. Confirmation of Prior Closed Sessions**

- 1. Confirmation of Prior Closed Executive Session February 12, 2024**
- 2. Confirmation of Prior Closed Executive Session February 26, 2024**
- 3. Confirmation of Prior Closed Executive Session February 27, 2024**
- 4. Confirmation of Prior Closed Executive Session February 28, 2024**
- 5. Confirmation of Prior Closed Executive Session February 29, 2024**
- 6. Confirmation of Prior Closed Executive Session March 1, 2024**
- 7. Confirmation of Prior Closed Executive Session March 2, 2024**
- 8. Confirmation of Prior Closed Executive Session March 6, 2024**

- D. **Public Comment**, *Associate Vice President Justin Bannister*
- 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. **Advisory Member Reports**
  - 1. **Associated Students of NMSU Report**, *President Citlalli Benitez*
  - 2. **NMSU Faculty Senate Report**, *Chair Gaylene Fasenko*
  - 3. **NMSU Employee Council Report**, *Chair Susanne Berger*
- G. **Consent Items**, *Chairwoman Ammu Devasthali*
  - 1. **NM Higher Education Department Quarterly Financial Certification Report Approval Authority Delegation**, *Interim Vice President D’Anne Stuart*
  - 2. **Quarterly Financial Certification Report**, *Chief Budget Officer Kim Rumford, Associate Controller Ross Justus*
  - 3. **Aggie Memorial Stadium Scoreboard Replacement Project**, *Associate Vice President Raghu Raghavan*
  - 4. **Hillsboro Communication Lease**, *Special Assistant to the President Scott Eschenbrenner*
  - 5. **NMSU Grants – Small Business Development Center Purchase Agreement**, *Special Assistant to the President Scott Eschenbrenner*
  - 6. **Aggie Development Inc. Board of Directors Officer Appointments**, *Aggie Development Inc. President Scott Eschenbrenner*
  - 7. **2024 Annual Open Meetings Notice Resolution**, *University General Counsel Lisa Henderson*
  - 8. **Posthumous Honorary Degree**, *Provost Alan Shoho*
  - 9. **Doña Ana Community College Honorary Degree Recipient Nominee**, *Chancellor Mónica F. Torres*
  - 10. **NMSU Honorary Degree Recipient Nominee**, *Interim President Jay Gogue*
  - 11. **Operating Agreement between the Regents of New Mexico State University and Doña Ana Community College**, *Chancellor Mónica F. Torres*
  - 12. **Operating Agreement between the Regents of New Mexico State University and NMSU Alamogordo Community College**, *Chancellor Mónica F. Torres*
  - 13. **Operating Agreement between the Regents of New Mexico State University and NMSU Grants Community College**, *Chancellor Mónica F. Torres*

14. **Philanthropic naming of the Gallery Space 409A in the Branson Library the "John R. McFie Gallery of NMSU History",** *NMSU Foundation Chief of Staff Matty Burns*
15. **Philanthropic naming of an office space on the 2nd floor of the Thomas and Brown building "The Gregory & Denise Benedict (1980 Electrical Engineering) Office",** *NMSU Foundation Chief of Staff Matty Burns*
16. **Philanthropic naming of a conference room on the 1st floor of the Thomas and Brown building "Grant W. Gray Conference Room",** *NMSU Foundation Chief of Staff Matty Burns*

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

1. **Executive Session,** *Chairwoman Ammu Devasthali*

- a) **The Regents will convene in executive session to discuss the finalists for President of New Mexico State University. This discussion of finalists will be closed to the public as exempted under NMSA 1978, Section 10-15-1.H(2) (2013).**

2. **Reconvene in Open Session,** *Chairwoman Ammu Devasthali*

3. **Final Action on Presidential Finalists Discussed in Executive Session,** *Chairwoman Ammu Devasthali*

4. **Tuition and Fee Rates & Budget Guidelines for 2024-2025,** *Chief Budget Officer Kim Rumford*

5. **Parking, Housing, and Meal Rates for FY2024-2025,** *Auxiliary Operations Officer Ophelia Watkins*

6. **Election of Officers,** *Chairwoman Ammu Devasthali*

I. **Informational Items,** *Chair*

1. **Summary of Revisions to the Administrative Rules and Procedures of NMSU (ARP) for the period November 1, 2023 – December 31, 2023,** *University Policy Administrator Ermelinda Quintela*

2. **Legislative Session Report,** *Assistant Vice President Clayton Abbey*

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

K. **Announcements and Comments,** *Chair*

1. **Good News for NMSU!**

L. **Adjournment,** *Chair*



**NEW MEXICO STATE UNIVERSITY BOARD OF REGENTS  
REGULAR MEETING  
March 11, 2024**

**Item C-1**

**Confirmation of Prior Executive Session – February 12, 2024**

The New Mexico State University Board of Regents will held a closed meeting at 10:00am on February 12, 2024 at the Santa Fe County Extension Office, 3229 Rodeo Road, Santa Fe, NM.

The meeting was called to discuss limited personnel matters regarding the hiring of the New Mexico State University President, and attendant matters concerning promotion, demotion, dismissal, assignment, or resignation of personnel pursuant to NMSA 1978, Section 10-15-1.H(2) (2013).

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 \_\_\_\_



**NEW MEXICO STATE UNIVERSITY BOARD OF REGENTS  
REGULAR MEETING  
March 11, 2024**

**Item C-2**

**Confirmation of Prior Executive Session – February 26, 2024**

The New Mexico State University Board of Regents held a closed meeting from 2:30pm – 5:00pm on Monday, February 26 in Hadley Hall on the NMSU Las Cruces Campus, 2850 Weddell Street, Las Cruces, NM.

The meeting was called to interview finalists for President of New Mexico State University and the interview was closed to the public as exempted under NMSA 1978, Section 10-15-1.H(2) (2013).

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 \_\_\_\_



**NEW MEXICO STATE UNIVERSITY BOARD OF REGENTS  
REGULAR MEETING  
March 11, 2024**

**Item C-3**

**Confirmation of Prior Executive Session – February 27, 2024**

The New Mexico State University Board of Regents held a closed meeting from 2:30pm – 5:00pm on Tuesday, February 27 at Hadley Hall on the NMSU Las Cruces Campus, 2850 Weddell Street, Las Cruces, NM.

The meeting was called to interview finalists for President of New Mexico State University and the interview was closed to the public as exempted under NMSA 1978, Section 10-15-1.H(2) (2013).

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 \_\_\_\_



**NEW MEXICO STATE UNIVERSITY BOARD OF REGENTS  
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March 11, 2024**

**Item C-4**

**Confirmation of Prior Executive Session – February 28, 2024**

The New Mexico State University Board of Regents held a closed meeting from 2:30pm – 5:00pm on Wednesday, February 28 at Hadley Hall on the NMSU Las Cruces Campus, 2850 Weddell Street, Las Cruces, NM.

The meeting was called to interview finalists for President of New Mexico State University and the interview was closed to the public as exempted under NMSA 1978, Section 10-15-1.H(2) (2013).

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 \_\_\_\_



**NEW MEXICO STATE UNIVERSITY BOARD OF REGENTS  
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March 11, 2024**

**Item C-5**

**Confirmation of Prior Executive Session – February 29, 2024**

The New Mexico State University Board of Regents held a closed meeting from 2:30pm – 5:00pm on Thursday, February 29 at Hadley Hall on the NMSU Las Cruces Campus, 2850 Weddell Street, Las Cruces, NM.

The meeting was called to interview finalists for President of New Mexico State University and the interview was closed to the public as exempted under NMSA 1978, Section 10-15-1.H(2) (2013).

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 \_\_\_\_





**NEW MEXICO STATE UNIVERSITY BOARD OF REGENTS  
REGULAR MEETING  
March 11, 2024**

**Item C-6**

**Confirmation of Prior Executive Session – March 1, 2024**

The New Mexico State University Board of Regents held a closed meeting from 2:30pm – 5:00pm on Friday, March 1 at Hadley Hall on the NMSU Las Cruces Campus, 2850 Weddell Street, Las Cruces, NM.

The meeting was called to interview finalists for President of New Mexico State University and the interview was closed to the public as exempted under NMSA 1978, Section 10-15-1.H(2) (2013).

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 \_\_\_\_



**NEW MEXICO STATE UNIVERSITY BOARD OF REGENTS  
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March 11, 2024**

**Item C-7**

**Confirmation of Prior Executive Session – March 2, 2024**

The New Mexico State University Board of Regents held a closed meeting starting at 8:00am on Saturday, March 2 in Hadley Hall on the NMSU Las Cruces Campus, 2850 Weddell Street, Las Cruces, NM.

The meeting was called to discuss the finalists for President of New Mexico State University. This discussion of candidates was closed to the public as exempted under NMSA 1978, Section 10-15-1.H(2) (2013).

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 \_\_\_\_



**NEW MEXICO STATE UNIVERSITY BOARD OF REGENTS  
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March 11, 2024**

**Item C-8**

**Confirmation of Prior Executive Session – March 6, 2024**

The New Mexico State University Board of Regents held an online closed meeting starting at 7:30pm on Wednesday, March 6.

The meeting has been called to discuss the finalists for President of New Mexico State University. This discussion of candidates was closed to the public as exempted under NMSA 1978, Section 10-15-1.H(2) (2013).

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: March 11, 2024**  
**Agenda Item Cover Page**

**Agenda Item # G-1**

Action Item

**Presented By:** Interim Vice President D'Anne Stuart

Consent Item

Informational Item

**Agenda Item:** NM Higher Education Department Quarterly Financial Certification Report Approval Authority Delegation

**Requested Action of the Board of Regents:** Delegation of approval authority to the chair of the Regents Finance Strategic Planning and Budget Committee (RFSPBC) for the NM Higher Education Department (HED) Quarterly Financial Certification Report.

**Summary:** HED financial reporting requirements include a quarterly certification confirming NMSU has a functioning financial system and the Governing Board receives timely notification of any significant actual or projected variances between budgeted and actual revenues and expenditures. This action proposes that quarterly financial data be reviewed by RFSPBC and the RFSPBC chair be delegation authority to sign the certification.

*Current Process*

The certification form is presented to the Board as a consent agenda item and the form signed by the chair after approval. Due to timing of Board of Regents meetings, meeting the HED quarterly deadlines has not been obtainable.

*Proposed Process*

Beginning with the November RFSPBC meeting, the certification form along with supporting information is reviewed with RFSPBC. We propose the RFSPBC chair be granted authority to sign the certification form as "certified designee" for the Board of Regents after presentation to RFSPBC.

**References:**

N/A

**Prior Approvals:**

Regents Financial Strategies, Performance and Budget Committee 03/04/2024



**Board of Regents Meeting**  
**Meeting Date: March 11, 2024**  
**Agenda Item Cover Page**

**Agenda Item # G-2**

- Action Item
- Consent Item
- Informational Item

**Presented By:** Chief Budget Office Kim Rumford

**Agenda Item:**

Quarterly Financial Certification Report

**Requested Action of the Board of Regents:**

Approval of the financial status report for first quarter ending 12/31/2023 fiscal year 2024.

**Executive Summary:**

New Mexico State Statute 21-1-33 requires the submission of Quarterly Finance Report to NMHED.

**References:**

N/A

**Prior Approvals:**

Regents Financial Strategies, Performance and Budget Committee 03/04/2024

# Quarterly Financial Actions Report

College Name: New Mexico State University

Fiscal year: 2024

Date: 2/29/24

Period (check one)

Quarter 1

Quarter 2

Quarter 3

Quarter 4

## During the period of time covered by this report; did your institution:

(1) Request an advance of state subsidy?

Yes

No

(2) Fail to make its required payments, as scheduled, to appropriate retirement system(s)?

Yes

No

(3) Fail to make its payroll payments, as scheduled?

Yes

No

(4) Fail to make its scheduled debt service payments?

Yes

No

(5) Fail to make payments to vendors, as scheduled, due to a cash deficiency or a substantial deficiency in the payment processing system?

Yes

No

(6) Relative to the original fiscal year budget, experience any significant actual or anticipated financial changes that are not reflected in a submitted Budget Adjustment Request (BAR). Significant financial changes refers to fiscal activity that will result in a substantially reduced year-end fund balance or any increase in a fund balance deficit.

Yes

No

If the answer to any of the above questions is "Yes," please describe in a separate document:

- (i) the reason for the occurrence,
- (ii) the actions taken by your institution to resolve this particular occurrence, and
- (iii) the actions taken by your institution to prevent events such as this from occurring again.

In addition, if the answer to number 6 is "Yes," please describe in a separate document the nature of the financial changes and describe and assess the impact that the changes will have on your institution's planned year-end financial position.

**New Mexico Higher Education Department  
Institutional Finance Division  
Quarterly Financial Certification Report Template**

Please complete and sign the following Financial Certification Report and submit with the Quarterly Financial Actions Report.

To the best of my knowledge, I certify that the information provided in the attached Financial Actions Report for the:

1<sup>st</sup>  2<sup>nd</sup>  3<sup>rd</sup>  4<sup>th</sup>  Quarter, FY 2024

is correct as of the signature dates noted below, and that

**College Name:** New Mexico State University

has a functioning financial accounting system that captures assets, liabilities, revenues, and expenditures on a timely basis, and the Governing Board receives timely notification of any significant actual or projected variances between budgeted and actual revenues and expenditures.

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**Ammu Devasthali, Chair, Board of Regents** **Date**

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**George Gogue, Interim President** **Date**

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**Kimberly G. Rumford, Chief Budget Officer** **Date**



**Board of Regents Meeting**  
**Meeting Date: March 11, 2024**  
**Agenda Item Cover Page**

**Agenda Item # G-3**

- Action Item
- Consent Item
- Informational Item

**Presented By:** Associate Vice President Raghu Raghavan

**Agenda Item:**

Aggie Memorial Stadium Scoreboard Replacement

**Requested Action of the Board of Regents:**

Approval of Aggie Memorial Stadium Scoreboard Replacement

**Executive Summary:**

Remove the existing Aggie Memorial Stadium Scoreboard and replace with a new Electronic Center Frame Single Faced Display scoreboard with upgraded sound system

**References:**

NMSU Athletics Master Plan

**Prior Approvals:**

Regents Real Estate Committee Meeting 02/20/2024

Regents Financial Strategies, Performance and Budget Committee 03/11/2024



# Board of Regents

## AGGIE MEMORIAL STADIUM SCOREBOARD REPLACEMENT

Raghu Raghavan  
Associate Vice President

Jose Loera  
Interim Executive  
Director

Facilities and Services

The logo for New Mexico State University, featuring the letters "NM" stacked above "STATE" in a white serif font, enclosed within a white outline of the state of New Mexico. This logo is centered within a dark red square.

NM  
STATE

**BE BOLD.** Shape the Future.®  
**New Mexico State University**

# Aggie Memorial Stadium Scoreboard History

- **Year Built:** 2004
- **Current Use:** Display for Sports, and Special events
- **Average Life Span of Materials or Equipment:** 15 years
- **Construction Type:** Metal Frame with electronic message board



Aggie Football Scoreboard

# Proposed Scope of Work

*Project Budget \$ 1,980,000*

Replace Aggie Memorial Stadium Video Scoreboard project:

- Removal of the existing video display and scoreboard
- Installation of new Electronic Center Frame Single Faced Display scoreboard with upgraded sound system

# Proposed Project Schedule

- Completion of Design – April 2024
- Start of Construction – May 2024
- Completion of Construction – August 2024

# Funding Sources and Prior Approvals

## Project Funding — \$1,980,000

- 2022 Severance Tax Bond – \$2,200,000

## Prior Approval

- N/A

# Budget Breakdown

	Funding Total	Percentage
	\$1,980,000.00	
<b>Design, Testing and Special Consultants</b>		
Total Design Fee:	\$77,438.81	3.9%
<b>Construction</b>		
• Maximum Allowance Construction Cost(MACC)	\$1,664,010.31	84.0%
• Construction Contingency	\$116,750.88	5.9%
• Shop Support (Sign, Key, Locates)	\$3,000.00	0.2%
<b>Project Administration Fees</b>	\$118,800.00	6.0%
<b>Total</b>	<b>\$1,980,000.00</b>	<b>100.0%</b>



# Contact Information

Raghu Raghavan  
Associate Vice President  
Facilities and Services

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Jose Loera

Interim Executive Director  
Facilities and Services

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**Thank you!**

**Questions?**





# Aggie Memorial Stadium Scoreboard Replacement

## Supplemental Information



# Existing Conditions



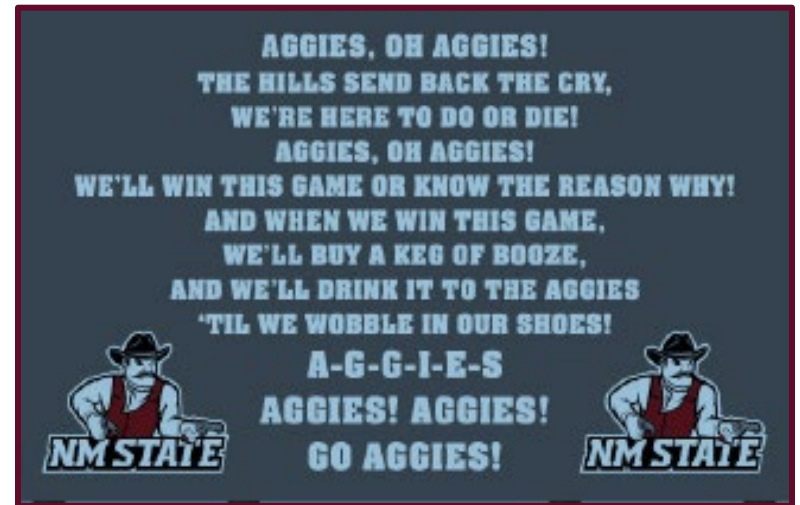
Stadium scoreboard



# Proposed Conditions



New EMC Display



New Backside Mesh Banner



**Board of Regents Meeting**  
**Meeting Date: March 11, 2024**  
**Agenda Item Cover Page**

**Agenda Item # G-4**

- Action Item
- Consent Item
- Informational Item

**Presented By:** Scott Eschenbrenner  
Special Assistant to the President

**Agenda Item:**

Hillsboro Communication Lease

**Requested Action of the Board of Regents:**

Approval of a 30-year lease for a television and radio translator site on Bureau of Land Management (BLM) property near Hillsboro, NM

**Executive Summary:**

NMSU has been leasing a 135' x 40' television and radio translator site since October 4, 1984. The communication site overlooks the small community of Hillsboro, NM. This communication lease is an extension of that original agreement for an additional 30-year term that will expire on 12/31/2054. There will be no rental fees charged for this site as long as NMSU uses the site for KRWG's television and radio translator. Due to the term of the lease being over 10-years, this lease will require Board of Regents approval.

**References:**



NMNM\_130462\_280  
0-018 Communicatic

**Prior Approvals:**

Regents Real Estate Committee voted to recommend approval of this communication lease on February 20, 2024.

Renewal

THE UNITED STATES  
Department of the Interior  
Bureau of Land Management

COMMUNICATIONS USE LEASE

\_\_\_\_\_ of \_\_\_\_\_  
(Lessee Name) (Billing Address - 1)  
\_\_\_\_\_  
(Billing Address - 2) (City) (ST) (Zip Code)

THIS LEASE, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the UNITED STATES OF AMERICA, acting through the Bureau of Land Management, Department of the Interior (hereinafter called the "United States" or "Bureau of Land Management"), as authorized by the Act of October 21, 1976, and implementing regulations (90 Stat. 2743; 43 U.S.C. 1701, et seq.; 43 CFR 2800), and \_\_\_\_\_, its agents, successors, and assigns (hereinafter called the "Lessee").

The United States and the Lessee are jointly referred to herein as the "Parties." As used herein, the "Authorized Officer" refers to the Bureau of Land Management official having the delegated authority to execute and administer this lease. Generally, unless otherwise indicated, such authority may be exercised by the Field Manager or District Manager for the public lands wherein the following described lands are located.

The United States, for and in consideration of the terms and conditions contained herein and the payment to the United States of a rental in advance by the Lessee, does hereby grant to the Lessee a lease for the following described lands in the County

of \_\_\_\_\_, State of \_\_\_\_\_: \_\_\_\_\_  
(Legal Description)

(hereinafter called the "property"). The Lessee accepts this lease and possession of the property, subject to any valid existing rights, and agrees not to use the property, or any part thereof, except as a site for only the construction, operation, maintenance, and termination of a \_\_\_\_\_ communications facility.  
(Type of Communication Use)

The location of the property is shown generally on the site plan dated \_\_\_\_\_ for the \_\_\_\_\_ Communications Site which is attached and made part hereof as Exhibit \_\_\_\_\_. The facilities specifically authorized under this lease are shown on the plat contained in Exhibit \_\_\_\_\_. **(USER NOTE: Alternately, list all approved facilities here including buildings, roads, fences, towers, generators, tanks, etc.)**

The dated and initialed exhibit(s), attached hereto, are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.

The parties agree that this lease is made subject to the following terms and conditions.

## I. TENURE, RENEWAL AND TRANSFERABILITY

A. This lease will terminate at one minute after midnight on \_\_\_\_\_. Termination at the end of the lease term occurs by operation of law and does not require any additional notice or documentation by the Authorized Officer. This lease is not renewable; but the Lessee has the right to request a new lease pursuant to paragraph "C" below.

B. The Lessee will undertake and pursue with due diligence construction and operation that is authorized by this lease. To the extent specified in Exhibit \_\_\_\_\_, construction will commence on \_\_\_\_\_.

(Date)

This lease will terminate if operation does not commence by that date, unless the parties agree in writing, in advance, to an extension of the commencement date.

C. If the Lessee desires a new lease upon termination of this lease, the Lessee must notify the Authorized Officer accordingly, in writing. The notice must be received by the Authorized Officer at least one year prior to the end of the lease term. The Authorized Officer will determine if the use should continue and, if it is to continue, if a new lease should be issued to the Lessee and under what conditions. The Authorized Officer will require payment of any amounts owed the United States under any Bureau of Land Management authorization before issuance of another authorization.

D. This lease is assignable with prior written approval of the Authorized Officer. Renting of space does not constitute an assignment under this clause.

## II. RENTAL

A. The Lessee must pay in advance an annual rental determined by the Authorized Officer in accordance with law, regulation, and policy. The annual rental will be adjusted by the Authorized Officer to reflect changes in fair market value, annual adjustments using the Consumer Price Index-Urban (CPI-U), changes in tenant occupancy, or phase-in of rental, if applicable.

B. After the initial rental period rental payments are due at the close of the first business day after January 1 of each calendar year for which a payment is due. Payments due the United States for this use must be received at the Bureau of Land Management office as noted on the billing statement in the form of a check or money order payable to Bureau of Land Management/DOI. Credit card payments (VISA and MasterCard) can be made in person, through the mail, or by telephone. This lease will terminate automatically if accrued rent is not received by the Bureau of Land Management within 90 calendar days after the initial due date for the payment of such rent.

C. Pursuant to the Federal Claims Collection Act of 1966, as amended, 31 U.S.C. 3717, *et seq.*, regulations at 7 CFR Part 3, Subpart B and 4 CFR Part 102, an interest charge will be assessed on any amount due but not received by the due date. Interest will accrue from the date the payment was due. Administrative costs will also be assessed in the event that two or more billing notices are required for unpaid accounts. In addition, an administrative penalty at a percentage rate prescribed by law or regulation will be assessed for failure to pay any portion of the debt that is more than 90 days past due. This paragraph survives the termination of this lease, regardless of cause.

Other late fee charges may be assessed in accordance with standard BLM accounting procedures and policy.

D. Disputed rentals are due and payable on or before the due date.

## III. RESPONSIBILITIES OF THE LESSEE

A. The Lessee is authorized to rent space and provide other services to customers and/or tenants and must charge each customer/tenant a reasonable rental without discrimination for the use and occupancy of the facilities and services provided. The Lessee must impose no unreasonable restrictions nor any restriction restraining competition or trade practices. By October 15th of each year, the Lessee must provide the Authorized Officer a certified statement, listing all tenants and customers, by category of use, located within the facility on September 30th of that year.

B. All development, operation and maintenance of the authorized facility, improvements, and equipment located on the property must be in accordance with stipulations in the communications site plan approved by the Authorized Officer. If required by the Authorized Officer, all plans for development, layout, construction, or alteration of improvements on the property as well as revisions of such plans, must be prepared by a licensed engineer, architect, and or landscape architect. Such plans must be approved in writing by the Authorized Officer before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information will be provided to the Authorized Officer and appended to the communications site plan.

C. The Lessee must comply with applicable Federal, State, county, and municipal laws, regulations and standards for public health and safety, environmental protection, siting, construction, operation, and maintenance in exercising the rights granted by this lease. The obligations of the Lessee under this lease are not contingent upon any duty of the Authorized Officer, or other agent of the United States, to inspect the premises. A failure by the United States, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms or conditions of this lease. Lessee waives all defenses of laches or estoppel against the United States. The Lessee must at all times keep the title of the United States to the property free and clear of all liens and encumbrances.

D. Use of communications equipment is contingent upon the possession of a valid Federal Communications Commission (FCC) or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization (if required), and the operation of the equipment is in strict compliance with applicable requirements of FCC or IRAC. A copy of each applicable license or authorization must at all times be maintained by the Lessee for each transmitter being operated. The Lessee must provide the Authorized Officer, when requested, with current copies of all licenses for equipment in or on facilities covered by this lease.

E. The Lessee must ensure that equipment within his or her facility (including tenant and customer equipment) operates in a manner which will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site. If the Authorized Officer or authorized official of the Federal Communications Commission (FCC) determines that the Lessee's use interferes with existing equipment, the Lessee must promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Authorized Officer or FCC official.

F. When requested by the Authorized Officer, the Lessee must furnish technical information concerning the equipment located on the property.

#### IV. LIABILITIES

A. The Lessee assumes all risk of loss to the authorized improvements.

B. The Lessee must comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S. C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of any facility, improvement, or equipment on the property.

C. The Lessee must indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the Lessee's use or occupancy of the property. The Lessee's indemnification of the United States must include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this lease. Indemnification must include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph survives the termination or revocation of this lease, regardless of cause.

D. The United States has no duty, either before or during the lease term, to inspect the property or to warn of hazards and, if the United States inspects the property, it will incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph survives the termination or revocation of this lease, regardless of cause.

E. The Lessee has an affirmative duty to protect from damage the land, property, and interests of the United States.

*User notes for optional clause E(1):*

E. (1). The Lessee must maintain \$ \_\_\_\_\_ worth of insurance coverage, naming the United States additionally insured on the policies(s), to partially fund the indemnification obligations of the Lessee for any and all losses due to personal injury, loss of life, or property damage, including fire suppression and hazardous waste costs. The Lessee must furnish proof of insurance (such as a surety bond, or certificate of insurance) to the Authorized Officer prior to execution of this lease and verify annually, and in writing, the insurance obligation to the Authorized Officer. The Authorized Officer may allow the Lessee to replace, repair, restore, or otherwise undertake necessary curative actions, to the satisfaction of the Authorized Officer, in order to mitigate damages in addition to or as an alternative to monetary indemnification.

F. In the event of any breach of the lease by the Lessee, the Authorized Officer may, on reasonable notice, cure the breach at the expense of the Lessee. If the Bureau of Land Management at any time pays any sum of money or does any act which requires payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages will, at the election of the Bureau of Land Management, be deemed to be additional rental hereunder and will be due from the Lessee to the Bureau of Land Management on the first day of the month following such election.

## V. OTHER PROVISIONS

A. Nondiscrimination. The Lessee must at all times operate the described property and its appurtenant areas and its buildings and facilities, whether or not on the property, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of the Interior and in effect on the date this lease is granted to the end that no person in the United States will, on the grounds of race, sex, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the programs or activities provided thereon.

B. Termination and Suspension.

1. General. For purposes of this lease, termination and suspension refer to the cessation of uses and privileges under the lease.

"Termination" refers to an action by the Authorized Officer to end the lease because of noncompliance with any of the prescribed terms, abandonment, or for reasons in the public interest. Termination also occurs when, by the terms of the lease, a fixed or agreed upon condition, event, or time occurs. For example, the lease terminates at expiration. Termination ends the Lessee's right to use the public land for communication purposes.

"Suspension" is a temporary action and the privileges may be restored upon the occurrence of prescribed actions or conditions.

2. This lease may be suspended or terminated upon breach of any of the terms or conditions herein or upon nonuse, or when in the public interest. Nonuse refers to a failure to operate consistently the facilities on the property for any period during the term in excess of 180 days. When suspended or terminated in the public interest, the Lessee will be compensated subject to the availability of appropriated funds. Compensation will be based upon the initial cost of improvements located on the lease, less depreciation as allocated over the life of the improvements as evidenced by the Lessee's Federal tax amortization schedules.



3. Except in emergencies, or in case of nonuse, the Authorized Officer will give the Lessee written notice of the grounds for termination or suspension and a reasonable time, not to exceed 90 days, to complete the corrective action. After the prescribed period, the Bureau of Land Management is entitled to such remedies as are provided herein.
4. Any discretionary decisions or determinations by the Authorized Officer on termination or suspension are subject to appeal in accordance with the regulations in Title 43, Code of Federal Regulations.

C. Restoration

1. In the event the Authorized Officer decides not to issue a new lease, or the Lessee does not desire a new lease, the Lessee must, prior to the termination of this lease, restore and stabilize the site to the satisfaction of the Authorized Officer.
2. In the event this lease is revoked for noncompliance, the Lessee must remove all structures and improvements within a reasonable period as determined by the Authorized Officer, except those owned by the United States, and must restore the site as nearly as reasonably possible to its original condition unless this requirement is otherwise waived in writing by the Authorized Officer.
3. If the Lessee fails to remove all structures or improvements within the prescribed period, they will become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States.

D. Members of Congress. No member of or Delegate to Congress or Resident Commissioner may benefit from this lease either directly or indirectly, except when the lease provides a general benefit to a corporation.

E. Reservations. This lease is granted subject to the following reservations by the United States:

1. The right to all natural resource products now or hereafter located on the property unless stated otherwise herein, and the right to obtain, utilize, or dispose of such resources insofar as the rights and possession of the Lessee are not unreasonably affected.
2. The right to modify the communications site plan as deemed necessary.
3. The right to enter upon the lease and inspect all facilities to assure compliance with the conditions of this lease.
4. The right of the United States to use or to authorize the use of the property for compatible uses, including the subsurface and air space.

In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provision thereof, the preceding printed clauses control.

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I, the undersigned have read, understand and accept the terms and conditions of this lease.

\_\_\_\_\_  
Lessee

**User Note: If a corporation is the Lessee, the title of the duly authorized official signing on behalf of the corporation should be added to the signature block.**

IN WITNESS WHEREOF, the Bureau of Land Management, by its Authorized Officer, has executed this lease on the day and year first written above.

UNITED STATES OF AMERICA

\_\_\_\_\_  
(Signature of Authorized Officer)

\_\_\_\_\_  
(Title of Authorized Officer)

\_\_\_\_\_  
(Printed Name of Authorized Officer)

\_\_\_\_\_  
(Date)

=====



**Board of Regents Meeting**  
**Meeting Date: March 11, 2024**  
**Agenda Item Cover Page**

**Agenda Item # G-5**

- Action Item
- Consent Item
- Informational Item

**Presented By:** Scott Eschenbrenner  
Special Assistant to the President

**Agenda Item:**

NMSU Grants – Small Business Development Center

**Requested Action of the Board of Regents:**

Approval of the Purchase Agreement to sell 701 Roosevelt Avenue, Grants, NM

**Executive Summary:**

Real Estate received a request from NMSU Grants to sell 701 Roosevelt Avenue, Grants, NM. The Roosevelt Building is an off-campus structure that was used by the NMSU Small Business Development Center (SBDC). The building was a former bank branch facility that was converted into office and classrooms. SBDC transitioned into a smaller space at Grants main campus in 2023 and the building remains vacant.

The building was completed in 1970 and contains 3,616 square feet and is a wood framed and stucco finish building with a concrete slab. A recently completed facilities index condition assessment indicates significant deferred maintenance to include complete roof replacement, fire protection, heating and cooling improvements and a host of ADA compliance concerns.

An appraisal of the fair market value was obtained from CBRE Valuation on August 8, 2023 and the market value estimate was \$170,000.

With the approval of the Board of Regents, Real Estate conducted an RFP and contracted with Riverwalk Realty in Grants at an offering price of \$195,000. After a short marketing period, NMSU has received a purchase agreement for \$170,000. The offer is an all-cash transaction and the purchaser, who is related to the listing agent, will accept the property in its "as is" condition. The net proceeds after closing costs are estimated at \$165,045.

**References:**



701 Roosevelt  
PA.pdf



701 Roosevelt  
Addendum .pdf

**Prior Approvals:**

On February 20, 2024, the Regents Real Estate Committee voted to recommend approval of this transaction with the net proceeds of this sale going back to NMSU Grants.



## NEW MEXICO ASSOCIATION OF REALTORS® — 2024 PURCHASE AGREEMENT – COMMERCIAL PART I – BROKER DUTIES DISCLOSURE

Per New Mexico law, Brokers are required to perform a specific set of applicable Broker Duties. Prior to the time the Broker generates or presents any written document that have the potential to become an express written agreement, they must disclose such duties and obtain written acknowledgement that the Broker has made such disclosures.

**SECTION A:** All Brokers in this transaction owe the following Broker duties to ALL buyers and sellers in this transaction, even if the Broker is not representing the buyer or the seller in the transaction:

1. Honesty and reasonable care and ethical and professional conduct;
2. Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission rules and other applicable local, state, and federal laws and regulations;
3. Performance of any and all written agreements made with the prospective buyer, seller, landlord (owner) or tenant;
4. Written disclosure of any potential conflict of interest that the Broker has in the transaction, including, but not limited to;
  - A. Any written Brokerage relationship the Broker has with any other parties to the transaction or;
  - B. Any material interest/relationship of a business, personal or family nature that the Broker has in the transaction; or
  - C. Any written agreement the Broker has with a Transaction Coordinator who will be providing services related to the transaction.
5. Written disclosure of any adverse material facts actually known by the Broker about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction; adverse material facts requiring disclosure do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act.

**SECTION B:** In addition to the above duties, Broker(s) owes the following Broker Duties to the buyer(s) and/or seller(s) in this transaction to whom the Broker(s) is/are directly providing real estate services, regardless of the scope and nature of those services.

1. Unless otherwise agreed to in writing by the party, assistance to the party in completing the transaction including:
  - A. Timely presentation of and response to all written offers or counteroffers; and
  - B. Active participation in assisting in complying with the terms and conditions of the contract and with the finalization of the transaction;

If the Broker in the transaction is not providing the service, advice or assistance described in Para. 1 (A) or 1 (B) of this Subsection, the party must agree in writing that the Broker is not expected to provide such service, advice or assistance. The Broker shall disclose the existence of such agreement in writing to the other Brokers involved in the transaction.
2. Acknowledgement by the Broker that there may be matters related to the transaction that are outside the Broker's knowledge or expertise and that the Broker will suggest that the party seek expert advice on these matters;
3. Advice to consult with an attorney regarding the effectiveness, validity or consequences of any written document generated by the Brokerage or presented to the party and that has the potential to become an express written agreement;
4. Prompt accounting for all money or property received by the Broker;
5. Maintenance of any confidential information learned in the course of any prior agency relationship unless the disclosure is with the former principal's written consent or is required by law;
6. Written disclosure of Brokerage relationship options available in New Mexico:
  - A. **Exclusive agency:** an express written agreement between a person and a Brokerage wherein the Brokerage agrees to exclusively represent as an agent the interests of the person in real estate transaction;
  - B. **Dual agency:** an express written agreement that modifies existing exclusive agency agreements to provide that the Brokerage agrees to act as a facilitator in the real estate transaction rather than as an exclusive agent for either party;
  - C. **Transaction Broker:** the non-fiduciary relationship created by law, wherein a Brokerage provides real estate services without entering an agency relationship.
7. Unless otherwise authorized in writing, a Broker who is directly providing real estate services to a seller shall not disclose the following to the buyer in a transaction:
  - A. That the seller has previously indicated they will accept a sales price less than the asking or listed price;
  - B. That the seller will agree to financing terms other than those offered;
  - C. The seller's motivations for selling/leasing; or
  - D. Any other information the seller has requested in writing remain confidential, unless disclosure is required by law;
8. Unless otherwise authorized in writing, a Broker who is directly providing real estate service to a buyer shall not disclose the following to the seller in the transaction:
  - A. That the buyer has previously indicated they will pay a price greater than the price submitted in a written offer;
  - B. The buyer's motivation for buying; or
  - C. Any other information the buyer has requested in writing remain confidential unless disclosure is required by law.

**BUYER(S) AND SELLER(S): PLEASE ACKNOWLEDGE RECEIPT BY INITIALING BELOW**

DJC



NEW MEXICO ASSOCIATION OF REALTORS® — 2024



PURCHASE AGREEMENT – COMMERCIAL

PART II – OTHER REQUIRED DISCLOSURES

Broker shall update these and all other required disclosures as needed.

BUYER'S BROKER DISCLOSURES:

- 1. Brokerage Relationship. JoAnn L. Lovato-Legler ("Buyer's Broker") is working with the Buyer as a:
[X] Transaction Broker with [X] without a written Buyer Broker Agreement.
[ ] Agent with a written Buyer Broker Agreement with Agency Addendum.
[ ] Transaction Broker without a written Buyer Broker Agreement, but with a Compensation Agreement.
2. In-House Transaction: Buyer and Seller's Consent to Dual Representation, NO Dual Agency created.
[X] Brokerage is representing both Buyer and Seller.
[X] Buyer's Broker is licensed under the same Qualifying Broker as Seller's Broker.
[ ] Buyer's Broker is also Seller's Broker for the property in this Transaction.
BUYER CONSENTS TO BUYER'S BROKER ALSO REPRESENTING THE SELLER IN THIS TRANSACTION [ ] YES or [ ] NO Buyer's initials DJL /
3. [ ] Dual Agency: Brokerage is representing both Buyer and Seller by means of written agency agreements with each of them and Designated Agency has not been chosen by the Qualifying Broker; Designated Agency is a policy that discloses to a client that the Broker representing him/her as an agent is the client's only representative in the Brokerage.
4. Additional Disclosures: If applicable, check box below.
[ ] Buyer's Broker has an OWNERSHIP INTEREST IN PROPERTY
[X] Buyer's Broker has a CONFLICT OF INTEREST or MATERIAL INTEREST (business, personal or family) JoAnn Lovato-Legler is also joint partner with Jailhouse LLC
[ ] Buyer's Broker knows of ADVERSE MATERIAL FACTS about the Property and/or Transaction
[ ] Buyer's Broker has engaged a TRANSACTION COORDINATOR:

SELLER'S BROKER DISCLOSURES:

- 1. Brokerage Relationship. Candas J Jaramillo ("Seller's Broker") is working with the Seller as a:
[X] Transaction Broker with a written Listing Agreement.
[ ] Agent with a written Listing Agreement with Agency Addendum.
[ ] Transaction Broker without a written Listing Agreement, but with a Compensation Agreement.
2. Additional Disclosures: If applicable, check box below.
[ ] Seller's Broker has an OWNERSHIP INTEREST IN PROPERTY
[X] Seller's Broker has a CONFLICT OF INTEREST or MATERIAL INTEREST (business, personal or family) Qualifying Broker is also joint owner of Jailhouse LLC. And the mother of Sellers Broker.
[ ] Seller's Broker knows of ADVERSE MATERIAL FACTS about the Property and/or Transaction
[ ] Seller's Broker has engaged a TRANSACTION COORDINATOR:

1 If more space is needed, attach NMAR Form 2100 – Broker Duties Supplemental Disclosure or other disclosure.



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**TRANSACTION COORDINATORS** are licensed Brokers who have been engaged by the Broker as indicated above to assist the Broker in the processing of the transaction, which may include gathering information and paperwork, overseeing, and organizing contractual deadlines, communicating, and coordinating with lenders, title companies, inspectors, other Brokers, and the parties to the contract to facilitate the Closing of the transaction, and assembling the final transaction file for Closing. **TCs OWE BROKER DUTIES AS SET FORTH ON COVER PAGE 1. ATTN TCs: USE NMAR FORM 2100 TO MAKE ANY DISCLOSURES REQUIRED BY BROKER DUTIES.**

- Buyer is a New Mexico Real Estate Broker  Seller is a New Mexico Real Estate Broker  
 Buyer is a party to another Buyer-Broker Agreement

**BUYER(S)**

**SELLER(S)**

Authentisign  
*David J Legler*     **David J Legler**     02/06/2024     12:16 PM  
 Buyer Signature     Printed Name     Date     Time

Regents of New Mexico State University  
 \_\_\_\_\_  
 Seller Signature     Printed Name     Date     Time

Buyer Signature     Printed Name     Date     Time

Seller Signature     Printed Name     Date     Time

**THE FOLLOWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.**  
**BROKERS ARE NOT PARTIES TO THIS PURCHASE AGREEMENT.**

**BUYER'S BROKER(S)**

**JoAnn L. Lovato-Legler**     **15074**  
 Buyer's Broker Name     Buyer's Broker's Qualifying Broker's Name and NMREC License No.  
**Riverwalk Realty LLC**     **505-287-3500**     **505-290-0999**     **riverwalkrealtynm@hotmail.com**  
 Buyer's Brokerage Firm     Office Phone     Cell Phone     Email Address  
**423 W. Santa Fe Avenue Suite A**  
 Buyer's Brokerage Address     City     State     Zip Code     Broker  is  is not a REALTOR®

**SELLER'S BROKER(S)**

**Candas J Jaramillo**     **JoAnn L Lovato-Legler**     **15074**  
 Sellers's Broker Name     Seller's Broker's Qualifying Broker's Name and NMREC License No.  
**Riverwalk Realty LLC**     **505-287-3500**     **505-290-7106**     **riverwalkrealtynm@gmail.com**  
 Seller's Brokerage Firm     Office Phone     Cell Phone     Email Address  
**423 W. Santa Fe Avenue Suite A**     **Grants**     **NM**     **87020**  
 Seller's Brokerage Address     City     State     Zip Code     Broker  is  is not a REALTOR®



NEW MEXICO ASSOCIATION OF REALTORS® - 2024
PURCHASE AGREEMENT – COMMERCIAL



1. TERMS SUMMARY.

This Agreement includes:

- Options for Addendum, Financing Addendum, Exhibit A Legal Description (checked), and Other (Describe).

Offer Date: February 5 2024

Offer Expiration Date: February 12 2024

Buyer: Jailhouse LLC

Seller: Regents of New Mexico State University

Address: 701 Roosevelt Grants NM 87020

Legal Description: Subd: MESA HEIGHTS Block: 16 A PORTION OF LAND WITH IN BLOCK

Purchase Price: \$ 170,000.00

Earnest Money: \$ 5,000.00

Inspection Period: Buyer waiving inspection. As-Is

Closing Date: On or before March 12 2024

Conveyance Documents:

- Options for Deed, General Warranty Deed (checked), Special Warranty Deed, Quitclaim Deed, and Other.

Check all that apply:

- Options for Assignment of Leases, Other (Describe: Cash readily available for closing...), Survey Type (Other: Buyer is waiving), and Environmental Site Assessment.

2. TITLE COMPANY: CIBOLA Title Company

Title Officer Name: Dolores Vallejos

Phone: 505-287-8848 Facsimile: 505-287-8253

Email: dvallejos@cibolatitlecompany.com

This form and all New Mexico Association of REALTORS® (NMAR) forms are for the sole use of NMAR members and those New Mexico Real Estate Licensees to whom NMAR has granted prior written authorization...





**NEW MEXICO ASSOCIATION OF REALTORS® - 2024  
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**3. FINANCE CONTINGENCY**

If checked, this Agreement is contingent upon Buyer obtaining financing on or before \_\_\_\_\_ and Financing Addendum (NMAR Form 3106 – Financing Addendum - Commercial) is attached if appropriate.

**4. PROPERTY.** Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price pursuant to the terms of this Purchase Agreement (“Agreement”). The parties agree that if the legal description of the Property in this Agreement is not accurate, this Agreement shall not be invalid and the legal description shall be revised in a manner acceptable to Buyer, Seller and Title Company. The Property includes all fixtures and permanent improvements located at the Property, including all mechanical systems, electrical systems, plumbing systems, heating, ventilating and air conditioning systems and equipment, sprinkler systems, security systems, fire detection systems, telephone distribution systems (lines, jacks and connections only), floor coverings, window coverings, elevators, signs, paving and landscaping. The Property includes all of Seller’s interest in Existing Leases (as defined below), subleases, licenses, lease guaranties, easements, rights-of-way, streets, alleys, access rights, water rights, air rights, development rights, zoning rights and variances, and all other estates, rights, titles, interests, servitudes, tenements, and appurtenances of any nature whatsoever, in any way now or hereafter belonging to, relating to or pertaining to the Property. Service contracts, employment agreements, warranties and management agreements, to the extent they are assignable, will be included with the Property. **THIS AGREEMENT IS NOT TO BE USED FOR TRANSACTIONS INVOLVING AN ASSIGNMENT OF A GROUND LEASE. UNLESS SPECIFICALLY PROVIDED IN AN ADDENDUM TO THIS AGREEMENT, BUYER IS NOT PURCHASING ANY PERSONAL PROPERTY OF SELLER PURSUANT TO THIS AGREEMENT. (IN THE EVENT BUYER IS PURCHASING PERSONAL PROPERTY OF SELLER IN CONJUNCTION WITH PURCHASE OF THE PROPERTY, BUYER SHOULD CONSULT AN ATTORNEY REGARDING NECESSARY ADDITIONAL DOCUMENTATION.)**

**5. DEFINITIONS.** The following terms will have the following meanings:

- A. BROKER** includes Buyer’s and Seller’s brokers.
- B. DATE:** If a specific **DATE** is stated as a deadline in this Agreement, then that date **IS** the **FINAL** day for performance; and if that specific date falls on a Saturday, Sunday or a legal Holiday, the date **does not** extend to the next business day.
- C. DATE OF ACCEPTANCE:** date this Agreement is fully executed and delivered.
- D. DAY(S):** determined on a “calendar day” basis and if the **FINAL** day for performance falls on a Saturday, Sunday or legal Holiday, the time therefore shall be extended to the next business day. Legal Holidays are described as New Year’s Day, Martin Luther King Jr.’s Birthday, President’s Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day/Indigenous Peoples Day, Veteran’s Day, Thanksgiving Day and Christmas.
- E. DELIVER(ED):** by any method where there is evidence of delivery. In the event the parties have agreed to electronic transmission of documents, a facsimile or e-mail transmission of a copy of this or any related document shall constitute delivery of that document. When an item is delivered to the real estate Broker who represents the Buyer or Seller, it is considered delivered to the Buyer or Seller respectively, except if the same Broker represents both Buyer and Seller, in which case, delivery must be made to the Buyer or Seller, as applicable.
- F. DEADLINES:** any “deadline(s)” can be expressed either as a calendar date or as a number of days.
- G. ELECTRONIC/ELECTRONIC RECORD:** relating to technology having electrical, digital, magnetic, wireless, telephonic, optical, electromagnetic or similar capabilities and includes, but is not limited to, facsimile and e-mail; a record created, generated, sent, communicated, received or stored by electronic means.
- H. ELECTRONIC SIGNATURE:** an electronic sound, symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.
- I. EXPIRATION DATE:** means the date the party is revoking their offer or counteroffer. An offer is no longer capable of acceptance after it expires, consequently, if the party intends to accept the offer or counteroffer, it must be accepted before the Expiration Date. If a party intends to make a counteroffer, it does not need to be made by the Expiration Date because a counteroffer serves as both a rejection of the original offer (or counteroffer) AND as a new offer.
- J. FIXTURE:** an article, which was once Personal Property, but which has now become a part of the Property because the article has been fastened or affixed to the Property. Fastened/affixed means that removal of the article causes damage to the real property, even if such damage is minor and/or can be repaired. If a unit contains components, some of which are Fixtures and some of which are Personal Property, and a Fixture component of the unit relies on one or more Personal Property components to function as it is intended to do so, then **ALL** components together are considered a Fixture and shall remain together, unless otherwise provided herein.



# NEW MEXICO ASSOCIATION OF REALTORS® - 2024 PURCHASE AGREEMENT – COMMERCIAL



- K. MASCULINE:** includes the feminine.
- L. PERSONAL PROPERTY:** a moveable article that is NOT affixed/attached to the Property.
- M. RESOLUTION:** a written agreement between the parties regarding how all Buyers’ objections shall be resolved.
- N. SINGULAR:** includes the plural.
- O. STANDARD EXCEPTIONS:** those common risks as set forth in the title commitment for which the title insurance policy does NOT provide coverage. These exceptions are matters outside the Title Company’s search and special requirements must be met in order to delete them and provide the insured with the additional/extended coverage.

- 6. EARNEST MONEY.** Within 7 days of the Date of Acceptance, Buyer shall deliver the Earnest Money to the Title Company, to be held in escrow pursuant to the terms of this Agreement. The Earnest Money shall be held in a federally insured Trust account selected by the Title Company. Subject to the provisions of this Agreement, the Earnest Money is to be applied toward the purchase of the Property at the Closing. Upon Title Company’s request, Buyer agrees to provide Title Company with its Federal Tax Identification Number. Notwithstanding any other provision in this Agreement, if Buyer fails to deposit the Earnest Money as required by this Agreement, this Agreement shall automatically terminate.
- 7. DISCLOSURE AND DELIVERY OF INFORMATION.** Within 10 days of the Date of Acceptance, Seller shall provide to Buyer true, correct and complete copies, to the extent that they are in Seller’s control or possession, of the following: previously prepared environmental audits and inspections, physical inspection reports, maintenance information, warranties, service and other contracts, engineering reports, hydrology reports, drainage information, grading information, soils reports, topography information, utility reports and information, building plans and specifications, certificates of occupancy, plats, prior surveys, site plans, tax assessments and tax bills for the past two (2) years, utility bills, governmental and quasi-governmental notices, a schedule of all lawsuits (except suits initiated by Seller against tenants no longer occupying space at the Property) pending or threatened related to the Property (including a summary of relevant facts, status of the action, parties, court and attorneys involved), and such other information, notices, correspondence, agreements and other materials, if any, in Seller’s possession related to the Property.
- 8. LEAD-BASED PAINT (LBP).** If any part of this Property is a RESIDENCE built before 1978, SELLER MAY NOT ACCEPT AN OFFER FROM BUYER UNTIL SPECIFIC DISCLOSURES REGARDING LBP HAVE BEEN MADE TO THE BUYER. (See LBP Disclosure – NMAR Form 5112). Additionally, both Residential AND certain commercial buildings built prior to 1978 are subject to the Lead Based Paint Renovation Repair and Painting Program (RRPP) (NMAR Form 5112A – Information Sheet - LBP RRPP).
- 9. INSPECTION PERIOD.** Seller is required to disclose to Buyer any adverse material facts known by Seller about the Property. However, Seller does not have an obligation to inspect the Property for the Buyer’s benefit or to repair, correct or otherwise cure known adverse material facts that are disclosed to Buyer or adverse material facts that are discovered by Buyer or Buyer’s inspectors.

Buyer shall have the period of time set forth above as the Inspection Period to review the Property. During the Inspection Period, Buyer shall review all of the information regarding the Property provided by Seller. In addition, during the Inspection Period, Buyer may perform such other inspections and review such other information as is desired by Buyer. Such inspections, unless otherwise specified in this Agreement, shall be at Buyer’s expense. Such inspections and reviews may include, but are not limited to, physical inspection of the Property, environmental inspection of the Property, soil inspection, review of governmental approvals and permits related to the Property, zoning, title, survey, leases, financial information related to the Property, service agreements, management contracts, and other documents related to the Property. Seller authorizes Buyer to request zoning and other similar certifications from applicable governmental and quasi-governmental authorities. Buyer agrees to not unreasonably disturb Seller’s tenants at the Property and to conduct all inspections and tests at times mutually acceptable to Buyer and Seller. Seller releases Buyer from all claims and liabilities arising out of such requests by Buyer, including but not limited to enforcement actions triggered by such requests. During the Inspection Period, Buyer is specifically entitled to review the following:

- A. PHYSICAL INSPECTION.** Buyer, at Buyer’s election and expense, may obtain a physical inspection, lead-based paint hazard inspection and/or lead-based paint risk assessment concerning the Property.
- B. TITLE.**



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- i. Review of Title Documents. Within 7 days of the Date of Acceptance, Seller shall order a title commitment ("Title Commitment") from Title Company. Along with the Title Commitment, Title Company shall provide to Buyer copies of all documents listed as exceptions, a property tax search and copies of all plats related to the Property (collectively "Title Documents"). Buyer shall be entitled to review Title Documents during the Inspection Period.
ii. Automatic Extension.
a. If the Title Company, through no fault of Buyer or Seller, is unable to issue a Title Commitment at least five (5) days prior to the end of the Inspection Period, the Buyer shall be entitled to five (5) days from the date of receipt of the Title Documents to review and object to the Title Documents ("5-Day Review Period") although the Inspection Period may have ended for all other purposes. The Closing Date shall be automatically extended if necessary to provide the Buyer with a 5-Day Review Period.
b. If the Title Company, through no fault of Buyer or Seller, is unable to issue a Title Commitment by the Closing Date, the Closing Date shall be automatically extended for \_\_\_ days, or if not otherwise indicated, up to 14 days ("Automatic Extension"). If the Title Commitment is issued prior to the end of the Automatic Extension, Buyer shall be entitled to a 5-Day Review Period and the Closing Date shall be automatically extended if necessary to provide the Buyer with a 5-Day Review Period. If the Title Company is unable to issue a Title Commitment by the expiration of the Automatic Extension, either party may terminate this Agreement by delivering written notice to the other party and any Earnest Money delivered by Buyer shall be refunded to Buyer.
c. If an extension is necessary under this subparagraph 9(B)(ii), the parties agree to execute an Extension Agreement Addendum (NMAR Form 5104-Extension Agreement Addendum) that will reflect the new Closing Date, but in no event shall the failure of the parties to fully execute the Extension Agreement Addendum render an extension required under this subparagraph invalid.
d. If Buyer objects to the Title Documents during the 5-Day Review Period and Buyer agrees to Seller's proposed cure provided to Buyer within five (5) days of receipt of Buyer's objection(s), the Closing Date shall be extended, if necessary, consistent with the time period specified for Seller's cure. If Buyer elects to terminate during the 5-Day Review Period, the Earnest Money, shall be delivered to Buyer. If Buyer does not object to the Title Documents in writing within the 5-Day Review Period, Buyer shall be deemed to have approved the Title Documents and the Earnest Money shall become non-refundable.
C. SURVEY. The survey of the Property of the type specified above shall be ordered by the party designated in Para. 18 of this Agreement. The survey shall be ordered as soon as practicable and, in any event, within NA days of the Date of Acceptance. If an ALTA survey is designated, the survey shall be prepared consistent with the American Land Title Association/American College on Survey & Mapping standards for urban surveys, including the optional items on Table A as selected by the party obtaining the survey. If a boundary or other survey is to be obtained, such survey shall be prepared consistent with the Minimum Standards for Surveying in New Mexico. All surveys shall be certified to Seller, Buyer, Title Company and Buyer's Lender, if any. The "Flood Zone" status of the Property shall be reflected on the survey.
D. LEASES. During the Inspection Periods, Buyer may review all leases, subleases, lease guaranties, licenses, concession Acceptances and other rental or occupancy arrangements (collectively "Existing Leases") affecting the Property. Prior to the Closing, Seller shall obtain an estoppel certificate ("Estoppel Certificate") covering such matters and on a form mutually acceptable to Buyer and Seller from each tenant at the Property. Seller shall use its best efforts to obtain all Estoppel Certificates as soon as possible and in any event on or before the Closing Date. If any Estoppel Certificate cannot be obtained in a timely manner, Seller shall promptly deliver notice to Buyer of Seller's failure to obtain such Estoppel Certificate; and, in such event, Buyer, within NA days after notice is delivered, may terminate this Acceptance and have the Earnest Money, including accrued interest, delivered to Buyer.
E. ENVIRONMENTAL SITE ASSESSMENT. The Environmental Site Assessment of the Property shall be ordered by the party designated in Para. 18 at such party's expense within NA days of the Date of Acceptance. The site assessment of the Property shall be of the type specified above and shall be performed in a manner consistent with the standards created by American Society for Testing and Materials Standards.
F. SOIL AND DRAINAGE INSPECTION. Buyer, at Buyer's election and expenses, may obtain soil and drainage inspections and tests concerning the Property.

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- 10. BUYER'S ENTRY.** Buyer shall be responsible for all costs, expenses, liabilities and damages incurred by Seller as a result of Buyer's entry onto the Property prior to the Closing. Buyer shall return the Property to the condition it was in prior to any entry, test and/or inspection by Buyer. All inspections and tests conducted by Buyer regarding the Property shall be promptly paid for by Buyer. Buyer indemnifies and agrees to defend Seller and the Property from any and all claims, liabilities, liens, losses, expenses (including reasonable attorneys' fees and costs), and/or damages arising out of or related to any such entry, inspections and/or tests by Buyer, its agents, contractors and employees, in connection with this Agreement.
- 11. BUYER'S OBJECTION.** Prior to the end of the Inspection Period, Buyer may disapprove the Property and/or any item related to the Property **in writing**. In such event, Buyer, at Buyer's election, may either terminate this Agreement or give notice to Seller requesting that Seller cure the items disapproved by Buyer. Seller shall have the obligation, at Seller's expense, to satisfy and remove at or before the Closing all monetary encumbrances disapproved by Buyer. Regarding disapproval by Buyer of items other than monetary encumbrances, within 10 days of Buyer's notice requesting Seller's cure, Seller shall provide notice to Buyer of Seller's proposed cure, if any, and the time period necessary for Seller to effectuate the cure. Upon receipt of the response from Seller, Buyer shall within 10 days elect to either terminate this Agreement or accept Seller's proposed cure. If Buyer elects to terminate this Agreement, the Earnest Money, shall be delivered to Buyer. If Buyer agrees to Seller's proposed cure, the Closing Date shall be extended, if necessary, consistent with the time period specified for Seller's cure. If Buyer does not disapprove the Property in writing, Buyer shall be deemed to have approved the Property and the Earnest Money shall become non-refundable.
- 12. SELLER'S REPRESENTATIONS.** Except as is expressly disclosed by Seller in accordance with Para. 7, Seller makes the following representations to Buyer based on Seller's **current and actual knowledge** as of the Date of Acceptance and as of the Closing Date.
- A. Seller is the sole owner of the Property and has the full right, power, and authority to sell the Property to Buyer as provided in the Agreement.
  - B. No governmental or quasi-governmental entity has notified Seller of any action, contemplated action or issue relating to or impacting the Property;
  - C. All information and documents provided by Seller to Buyer regarding the Property are true, correct and complete. Notwithstanding the foregoing, Seller is not providing any representation or warranty to Buyer regarding the sufficiency, accuracy, completeness, or correctness of any information or report prepared by any party other than Seller. Seller does not provide any representation or warranty to Buyer concerning the skill or competency of any third party producing any such information.
  - D. The Property is not subject to any historical Property designation.
  - E. No person other than tenant(s) pursuant to existing leases have any right to possession of the Property.
  - F. No work has been performed which has not been paid for or which could give rise to any mechanic's or materialmen's lien being filed against the Property.
  - G. No lawsuit or other claim is pending or threatened against Seller and/or the Property.
  - H. Seller is not subject to any bankruptcy, receivership, probate or insolvency proceeding.
  - I. Seller will not collect any rent or other monies related to the Property for any period after the Closing Date.
- 13. PRORATIONS, ADJUSTMENTS AND TRUST FUNDS.** At the Closing, the following shall occur:
- A. **TAXES, ASSESSMENTS, UNPAID EXISTING IMPACT FEES.** Applicable real property taxes shall be prorated through the Closing Date, based upon the latest tax information available to Title Company. Seller shall pay all special assessments, standby charges, prorate charges and other similar charges and/or assessments existing as of the Closing.
  - B. **INSURANCE.** All insurance obtained by Seller will terminate on the Closing Date. Buyer is advised to obtain appropriate insurance related to the Property effective as of the Closing Date.
  - C. **RENT, SECURITY DEPOSITS, AND RELATED EXPENSES.** All rent and other similar monies, including but not limited to utilities, operating expenses and other "pass-through's", shall be prorated as of the Closing Date. The parties agree to promptly adjust between themselves outside of the escrow any rents received after the Closing Date. All security deposits pursuant to Existing Leases shall be delivered to Buyer and paid for by Seller at the Closing.
  - D. **LOAN IMPOUNDS.** At the Closing, Seller shall assign to Buyer, and Buyer shall pay for all impounds or trust funds (including but not limited to insurance escrows, tax escrows, and replacement reserves), held by the lender



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regarding any loan being assumed by Buyer.

- E. OTHER CHARGES RELATED TO THE PROPERTY.** All other charges related to the Property, including but not limited to utility bills, service contracts, and management fees shall be paid by Seller through the Closing Date. All service contracts, management agreements and other contracts, unless specifically approved and assumed by Buyer in writing at the Closing, shall be terminated by Seller effective as of the Closing Date. Buyer shall pay for all fees incurred in conjunction with the assignment of any service contract, management agreement and/or other contract. Buyer shall be responsible for changing over to Buyer all utilities as of the Closing Date. Utility deposits, if any, shall be assigned to Buyer and be paid for by Buyer at the Closing. Title Company is hereby authorized to retain such monies out of the closing proceeds as are reasonably necessary to pay utility charges which could result in a municipal lien being filed against the Property for any period of time prior to the Closing Date.

**14. MAINTENANCE AND MATERIAL CHANGE.**

- A.** Until the Possession Date, Seller shall maintain the Property and all aspects thereof including, but not limited to the following: heating; air conditioning; electrical; roofs; solar; septic systems; well and well equipment; gutters and downspouts; sprinklers; plumbing systems, including the water heater; pool and spa systems; appliances; and other mechanical apparatuses. Seller shall deliver the Property, all of the foregoing, and all other aspects thereof to Buyer in the same condition as of the Date of Acceptance, reasonable wear and tear excepted.
- B.** No Material Change, as hereinafter defined, shall have occurred before the Closing with respect to the Property that has not been approved in writing by Buyer. For purposes of this Agreement, “Material Change” shall mean a change in the status of a use, occupancy, tenants, financial condition or physical condition of the Property. In the event of a Material Change, Buyer, at Buyer’s election, may terminate this Agreement within 7 days of receiving notice from Seller of such Material Change. If Buyer terminates this Agreement, the Earnest Money and all interest accrued thereon shall be returned to Buyer.

**15. RISK OF LOSS.** Prior to Funding Date, Seller shall bear the risk of fire or other casualty. In the event of loss, Seller shall provide Buyer written notification of the loss and indicate if insurance coverage is available for the loss within three (3) days from loss (“Seller’s Notification”). Buyer shall have the following options to be exercised within three (3) days from Seller’s Notification: Buyer may terminate this Agreement and receive a refund of all Earnest Money delivered; or Buyer may elect to delay their decision until they receive written notification from Seller of the amount of insurance proceeds available (“Insurance Notification”). In the event Buyer elects to first receive Insurance Notification, Seller shall work diligently with their insurance company to determine amount of coverage and Buyer shall have three (3) days from receipt of Insurance Notification to: 1) terminate this Agreement and receive a refund of all Earnest Money delivered, or 2) to close and receive an assignment of Seller’s portion of the insurance proceeds at Funding Date. If at any point Buyer fails to timely notify Seller of Buyer’s election, Buyer shall be deemed to have elected to proceed to Closing and receive an assignment of insurance proceeds, if any. The parties agree that the Closing date shall automatically be extended as necessary to allow Buyer time to exercise their rights under this paragraph.

**16. CONDEMNATION.** Promptly upon obtaining knowledge of any threatened or filed condemnation proceeding against all or any portion of the Property, Buyer and Seller will notify the other party of such proceeding. In such event, Buyer, in its sole discretion, may either terminate this Agreement, negotiate a mutually acceptable reduction in the Purchase Price, obtain an assignment of condemnation proceeds from Seller or apply condemnation proceeds actually received by Seller as of the Closing to the Purchase Price.

**17. CLOSING.** The closing (“Closing”) shall occur on the Closing Date. All documents shall be delivered by the respective parties to Title Company to be held in escrow pending the Closing. Each document shall be duly executed and, if the document is to be recorded, duly acknowledged for the Closing.

- A.** Unless stated otherwise in this Agreement, Seller shall deliver the following:
  - i.** The Deed, of the type specified above, subject only to the title items not objected to by Buyer during the Inspection Period.
  - ii.** An assignment of the Existing Leases.
  - iii.** An affidavit executed by Seller providing that Seller is not a “foreign person” as established by Internal Revenue Code Section 1445 or successor statutes.
  - iv.** Other applicable closing documents required or specified by this Agreement.



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- v. Closing statement prepared by Title Company for Seller.
- B.** Unless stated otherwise in this Agreement for the Closing Buyer shall deliver the following:
  - i. The balance of the Purchase Price.
  - ii. Other applicable closing documents required or specified by this Agreement.
  - iii. Documents, if any, related to Buyer’s financing for the Property.
  - iv. Closing Statement prepared by Title Company for Buyer. As soon after the Closing as is reasonably practicable, Title company shall issue to Buyer a standard New Mexico Owner’s Title Insurance Policy, effective as of the Closing Date, in the amount of the Purchase Price, insuring title to the Property vested in Buyer, in a form consistent with the Title commitment, and subject only to exceptions not objected to by Buyer during the Inspection Period.

All documents shall be in a form mutually acceptable to Buyer and Seller. Prorations shall be handled at the Closing as set forth in this Agreement.

**18. COSTS TO BE PAID.** Buyer or Seller will pay the following marked items:

TITLE COMPANY CLOSING COSTS	Buyer	Seller	Not Required
Closing Fee	X	X	
Pro-Rata Data Search			X
Legal Document Preparation			X
Special Assessment Search			X
Buyer Recording Fees	X		
Seller Recording Fees	X		
Prior Title Policy Retrieval Fee			X
Title Policy Cancellation Fee			X
Document Processing Fee:			
Other:			
<b>POLICY PREMIUMS</b>			
Title Commitment	X	X	
Standard Owner’s Policy			X Waiving
Mortgagee’s Policy			X
Mortgagee’s Policy Endorsements			X
Other:			
Other:			
<b>MISCELLANEOUS</b>			
Survey (Para. 9C)			X
Septic System Inspection (NMAR Form No. 2308)			X
Well Inspection (NMAR Well Information Sheet No. 2307)			X
Impact Fees			X
Property (Condo) Owner Association Fees			X
Environmental Site Assessment (Para. 9E)			X
Other:			
Other:			
<b>ESCROW / COLLECTION FEES</b>			
Set up			X
Periodic			X



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Table with 4 columns and 3 rows. Row 1: Close out, empty, empty, X. Row 2: Other: Row 3: Other:

19. POSSESSION. Possession of the Property (subject to the rights of tenants under the Existing Leases) and keys to the Property shall be delivered by Seller to Buyer at the Closing.

20. BROKER'S COMPENSATION.

- A. [ ] Seller's Broker is a member of the Commercial Association of REALTORS® of New Mexico ("CARNM") and a member of CARNM's Commercial Information Exchange ("CIE").
B. [ ] Seller's Broker to be paid per Listing Agreement; Buyer's Broker(s) to be paid per offer of compensation made through Multiple Listing Service.
C. [X] Seller's Broker to be paid at closing a compensation of 2.5 % plus applicable New Mexico Gross Receipts Tax to be paid by Seller; as stated in listing agreement. Buyer's Broker to be paid at closing a sales compensation of 0 % plus applicable New Mexico Gross Receipts Tax to be paid by Buyer-Broker is waiving compensation. Other instructions:

21. FURTHER ACTION. Buyer and Seller agree to take such other and further action, and execute such additional documents, as are reasonably necessary to consummate the sale pursuant to this Agreement or which are reasonably required by the Title Company in conjunction with the Closing.

22. BACK UP OFFERS. Buyer agrees that until such time as Buyer has approved the condition of the Property or waived any contingency of Buyer set forth in this Agreement, Seller may solicit and/or accept back-up offers to purchase the Property.

23. ATTORNEY REVIEW. Buyer and Seller each acknowledge and agree that this Agreement is a legally binding document and that each party has had a full opportunity to have its respective attorney review, revise and negotiate this Agreement. Consequently, neither party shall be deemed to have had the responsibility of drafting this Agreement if this Agreement at any time is construed or interpreted.

24. DEFAULT, NOTICE AND OPPORTUNITY TO CURE. Time is of the essence. Except as otherwise noted herein, any default under this Agreement shall be treated as a material default, regardless of whether the party's action or inaction is specifically classified as a default herein.

- A. Deadline Defaults. In the event a party fails to perform by a specified deadline, the non-defaulting party shall provide written notice to the defaulting party of the nature and extent of the Deadline Default ("Notice").
B. Other Defaults. The requirement to provide Notice and Opportunity to Cure only applies to defaults with specific deadlines for performance. For all other defaults, the non-defaulting party may elect to cease further performance under this Agreement without Notice and Opportunity to Cure and to retain the Earnest Money and pursue any additional remedies allowable by law.

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- 25. FLOOD HAZARD ZONE.** If the Property is located in an area, which is designated as a special flood hazard area, Buyer may be required to purchase flood insurance in order to obtain a loan secured by the Property from any federally regulated financial institution or a loan insured or guaranteed by an agency of the U.S. Government.
- 26. NOTICES.** Any notice required or permitted to be given under this Agreement shall be in writing and delivered in accordance with Para. (5)(E).
- 27.  IRS 1031 TAX-DEFERRED EXCHANGE.**  Buyer  Seller intends to use this Property to accomplish a 1031 Tax-Deferred Exchange. The parties shall cooperate with one another in signing and completing any documents required. The non-exchanging party shall bear no additional expense. Notwithstanding any other provision of this Agreement, in the event of a 1031 Exchange, this Agreement shall be assignable to a Qualified Intermediary.
- 28. SERVICE PROVIDER RECOMMENDATIONS.** If Broker(s) recommends a builder, contractor, escrow company, title company, pest control service, appraiser, lender, attorney, accountant, home inspection company or home warranty company or any other person or entity to Seller or Buyer for any purpose, such recommendation shall be independently investigated and evaluated by Seller or Buyer, who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity recommended by Broker shall be based solely upon such independent investigation and evaluation.
- 29. HEIRS AND ASSIGNS.** This Agreement shall apply to, be binding upon and enforceable against and inure to the benefit of the parties hereto and their respective representatives, successors, permitted assigns, heirs and estates.
- 30. MEDIATION.** If a dispute arises between the parties relating to this Agreement, the parties shall submit the dispute to mediation, jointly appoint a mediator and share equally in the costs of the mediation. If a mediator cannot be agreed upon or mediation is unsuccessful, the parties may enforce their rights under this Agreement in any manner provided by law. NMAR Form 5118 - Information Sheet - Mediation Information for Clients and Customers.
- 31. MULTIPLE BUYERS.** Each Buyer to this Agreement is jointly and severally liable for all obligations under this Agreement. In the event any Buyer should be unable to perform under this Agreement (due to death or incapacity) the remaining Buyer(s) shall continue to be obligated under this Agreement.
- 32. ATTORNEY FEES AND COSTS.** Should any aspect of this Agreement result in arbitration or litigation, the prevailing party of such action shall be entitled to an award of reasonable attorneys' fees and court costs.
- 33. CONFIDENTIALITY.** Buyer and Seller agree that at all times after the Date of Acceptance and prior to the Closing, unless consented to in writing by the other party or required by law, no party shall issue a press release or other public disclosure concerning the pending sale of the Property. Buyer and Seller agree to notify their employees, agents, contractors and Broker(s) involved in the sale of this confidentiality provision. No memorandum or other document referencing this Agreement shall be recorded.
- 34. GOVERNING LAW AND VENUE.** This Agreement is to be construed in accordance with and governed by the internal laws of the State of New Mexico without giving effect to any choice-of-law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New Mexico to the rights and duties of the parties. Each party hereby irrevocably consents to the jurisdiction and venue of the state and federal courts located in the county in which the Property or any portion of the Property is located in connection with any claim, action, suit, or proceeding relating to this Agreement and agrees that all suits or proceedings relating to this Agreement shall be brought only in such courts.
- 35. WAIVER.** No waiver or failure by any party to enforce any breach of this Agreement shall be considered to be a waiver of any subsequent breach, regardless of the time, nature or form of the subsequent breach. All waivers must be in writing to be effective.
- 36. CONSENT TO THE ELECTRONIC TRANSMISSION OF DOCUMENTS AND TO THE USE OF ELECTRONIC SIGNATURES.** The parties  do  do not consent to conduct any business related to and/or required under this Agreement by electronic means, including, but not limited to the receipt of electronic records and the use of electronic signatures. Subject to applicable law, electronic signatures shall have the same legal validity and effect as original hand-written signatures. Nothing herein prohibits the parties from conducting business by non-electronic means. If a party has consented to receive records electronically and/or to the use of electronic signatures, that party may withdraw consent at any point in the transaction by delivering written notice to the other party.





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- 37. **ASSIGNMENT.** Buyer  may  may not sell, assign or transfer the Buyer’s rights or obligations under this Agreement, or any interest herein. In the event of a Buyer’s Assignment, Buyer expressly acknowledges and agrees that notwithstanding language to the contrary in any assignment, Buyer shall remain liable under this Purchase Agreement and perform all of the condition and obligations in this Purchase Agreement.
  
- 38. **FORCE MAJEURE.** Buyer or Seller shall not be required to perform any obligation under this Agreement or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. “Force Majeure” means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, acts of terrorism, pandemics or diseases or any governmental authority taken in response to a pandemic. All time periods, including Closing Date, will be extended up to 10 days after the Force Majeure no longer prevents performance under this Agreement, provided, however, if such Force Majeure continues to prevent performance under this Agreement more than 30 days beyond Settlement/Signing Date, then either party may terminate this Agreement by delivering written notice to the other and any Earnest Money deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Agreement. This provision applies whether or not the underlying applicable event is foreseeable at the time of execution of this Agreement.
  
- 39. **DISCLAIMERS.** The Property is sold in its current condition including, but not limited to, the nature, location, amount, sufficiency or suitability of the following: current or future value; future income to be derived therefrom; current or future production; condition; size; location of utility lines; location of sewer and water lines; availability of utility services or the possibility of extending improvements (paving, sewer, water, utilities, access) to the Property; easements with which the Property is burdened or benefited; lot boundaries; adjacent property zoning; physical and legal access; soil conditions; permits, zoning, or code compliance; lot size or acreage; improvements or square footage of improvements; and water rights. **Broker has not investigated and is not responsible for the forgoing aspects of the Property, among which lot size, acreage, and square footage may have been approximated, but are not warranted as accurate.** Buyer shall have had full and fair opportunity to inspect and judge all aspects of the Property with professional assistance of Buyer’s choosing prior to settlement. Buyer and Seller acknowledge that Brokers’ only role in this transaction is to provide real estate advice to Broker’s respective client and/or customer and real estate information to the parties. For all other advice or information that may affect this transaction, including but not limited to financial and legal advice, the parties shall rely on other professionals.
  
- 40. **REAL ESTATE BROKERS.** The parties acknowledge that the Broker(s) are the procuring cause of this Agreement. The parties acknowledge that the specific relationship(s) of Buyer and Seller with such Broker(s) has been established pursuant to separate written agreement. This Agreement shall serve as an irrevocable instruction to Title Company to pay such real estate brokerage fee, including applicable Gross Receipts Tax thereon, to Broker(s) from the Closing. Other than Seller’s obligations to the Broker(s) as set forth above, Buyer and Seller represent to each other that they have had no dealings with any other broker, or agent, and that no person or entity, other than the Broker(s) has any claim for a fee or compensation in conjunction with the sale covered by this Agreement. Each party indemnifies and agrees to defend the other party from any and all costs and liabilities arising from any breach of any representation contained in this Paragraph.
  
- 41. **AUTHORITY OF SIGNORS.** If Buyer or Seller is a corporation, partnership, estate, trust, limited liability company or other entity, the person signing this Agreement on its behalf warrants their authority to do so and to bind the Buyer or Seller for which they are signing.
  
- 42. **ACCEPTANCE, ENTIRE AGREEMENT, ADDENDUMS IN WRITING.** This offer is not considered accepted until fully executed by the Seller and delivered to the Buyer. Once fully executed and delivered, the parties have a legally binding contract. This Agreement, together with the following addenda and any exhibits referred to in this Agreement, contains the entire Agreement of the parties and supersedes all prior agreements with respect to the Property, which are not expressly set forth herein. All exhibits and addenda to this Agreement are incorporated into this Agreement as operative provisions unless otherwise stated in a counteroffer or subsequent addendum.

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# NEW MEXICO ASSOCIATION OF REALTORS® - 2024 PURCHASE AGREEMENT – COMMERCIAL



**THIS AGREEMENT MAY BE MODIFIED ONLY BY WRITTEN AGREEMENT OF THE PARTIES.**

- Addendum to Purchase Agreement – Back Up Offer (NMAR Form 1530)  Mortgage/Deed of Trust Addendum (NMAR Form 2507)
- Addendum No. \_\_\_\_\_ (NMAR Form 5101 or 2300)
- Buyer’s Closing & Funding Sale Contingency (NMAR Form 2503A)  Real Estate Contract Addendum (NMAR Form 2402)
- Buyer’s Sale Contingency Addendum (NMAR Form 2503)  Residential Resale Condominium Addendum (NMAR Form 2302)
- Escalation Clause Addendum (NMAR Form 2111)  Septic System Contingency Addendum (NMAR Form 5120A)
- Estimated Property Tax Levy  Inspection and Objection Waiver Addendum (NMAR Form 5140)
- Lead-Based Paint Addendum (NMAR Form 5112)  Other \_\_\_\_\_
- Other \_\_\_\_\_

- 43. CAPTIONS AND DEFINED TERMS.** The headings and captions contained in this Agreement are for convenience and reference purposes only and shall not define, limit or otherwise affect the terms and conditions of this Agreement. Capitalized words shall have the definition specified in this Agreement, including the definitions set forth in the “Terms” Paragraph.
- 44. SEVERABILITY.** If any portion of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- 45. COUNTERPARTS.** This agreement may be executed in one or more counterparts, each of which is deemed to be an original, and all of which shall together constitute one and the same instrument.
- 46. FIRPTA.** The Foreign Investment in Real Property Tax Act of 1980 (“FIRPTA”) requires buyers who purchase real property from foreign sellers to withhold a portion of the amount realized from the sale of the real property for remittance to the Internal Revenue Service (“IRS”). In the event the seller(s) is NOT a foreign person, FIRPTA requires the buyer to obtain proof of the seller’s non-foreign status in order to avoid withholding requirements. Exceptions may apply. For more information, refer to NMAR Form 2304 – Information Sheet – FIRPTA & Taxation of Foreign Persons Receiving Rental Income from U.S. Property.

**NOTE: BOTH 1 AND 2 BELOW MUST APPLY TO QUALIFY AS AN EXCEPTION.**

**FIRPTA EXCEPTION** (most common): 1) The sales price of the property is not more than \$300,000; **AND** 2) Buyer will be using the property as Buyer’s primary residence (“Exception”).

- Buyer Warrants the Exception Applies  Exception Does Not Apply

In the event the above Exception to FIRPTA does not apply, then prior to or at Closing, Seller(s) shall provide to Buyer or to a Qualified Substitute (generally, the Title Company) either a Non-Foreign Seller Affidavit(s) (NMAR Form 2303) **OR** a letter from the IRS indicating Seller(s) is exempt from withholding. In the event Seller(s) fails to do so, Buyer shall have the right to withhold the applicable percentage of the amount realized from the sale of the Property for remittance to the IRS in accordance with IRS requirements.

- 47. DURATION.** If this Agreement is not fully executed by both Buyer and Seller on or before the Offer Expiration Date, the offer evidenced by this partially executed document shall be automatically withdrawn. In such event, all Earnest Money that already has been deposited with the Title Company, and all accrued interest, shall be delivered to Buyer.
- 48. EARNEST MONEY DISTRIBUTION.** Generally, title or escrow companies will not release Earnest Money without first receiving either an Earnest Money Distribution Agreement signed by all parties to this Agreement (NMAR Form 5105B – Earnest Money – Consent to Distribution) or a judgment from a court. If the parties cannot come to an agreement on how the Earnest Money shall be distributed, the Mediation Paragraph shall apply. If the parties cannot reach a resolution through mediation, and proceed to litigation, at the conclusion of litigation the court will issue a judgment apportioning Earnest Money. Also, the title or escrow company holding the Earnest Money has the option of filing an Interpleader Action, which will force Buyer and Seller into litigation. NMAR Form 2310 – Information Sheet - Earnest Money Dispute.
- 49. BUYER AND SELLER AUTHORIZATIONS.** Unless otherwise instructed in writing, with respect to the real estate transaction that is the subject of this Agreement, Seller and Buyer hereby authorize the following: the Title Company, Lender, Escrow Agent and their representatives to provide a copy of any and all loan estimates, Closing disclosures, other settlement statements and title documents to the Seller’s and Buyer’s respective Brokers; the Title Company to



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PURCHASE AGREEMENT – COMMERCIAL



deliver any Title Company generated settlement statement(s), in its entirety (Seller and Buyer’s information) to both the Seller and Buyer and their respective Brokers; and their respective Broker to be present for the Closing.

50. SURVIVAL OF OBLIGATIONS.

- A. The following paragraphs shall survive Closing of the Property: 1, 7, 9, 14, 15, 18, 19, 19(c), 27- 32, 34, 38, 42, 44, 46, 50, 51.
B. Unless otherwise noted on the Termination Agreement or the Earnest Money Consent to Distribution, the following provisions and paragraphs shall survive termination of this Agreement: any provision requiring a party to pay for a document inspection, appraisal, or survey; Buyer’s obligation to deliver the entire inspection report in accordance with Para. 9 upon written request from Seller’ the requirement that the parties sign an Earnest Money Consent to Distribution in accordance with Para. \_\_\_; and Paragraphs: 6, 28, 29, 30, 31, 32, 34, 38, 42, 44, 48, 50, 51.

51. SIGNIFICANCE OF INITIALS. Initials signify that the Buyer and/or Seller has reviewed and understands the page or section; initials do not signify acceptance of the terms on the page or in the section. By their signature hereto, the parties represent that they have reviewed, understand, accept and agree to the terms contained in this Agreement.

51. EXPIRATION OF OFFER. This offer shall expire unless acceptance is delivered in writing to Buyer or Buyer’s Broker on or before February 12 2024 , at 5 a.m. [X] p.m. Mountain Time. NOTE: UNTIL SELLER ACCEPTS THIS OFFER AND DELIVERS THE FULLY EXECUTED AGREEMENT, BUYER MAY WITHDRAW THIS OFFER AT ANY TIME.

ATTENTION BUYERS AND SELLERS

- OBLIGATIONS/RESPONSIBILITIES SET FORTH HEREIN. Unless otherwise noted on Cover Page II, the brokers involved in this sale are working as transaction brokers. This means, in part, that the obligations and responsibilities set forth in this Purchase Agreement are those of the parties to the Purchase Agreement and not of the brokers.
AVAILABILITY OF INSPECTORS. Buyers are encouraged to determine the availability of property and other inspectors the Buyer intends to engage PRIOR TO entering into this Agreement. Events may impact the availability of property and other inspectors and vendors needed to conduct inspections and/or repairs. The parties should be aware of this when setting deadlines for inspections and repairs and are expected to deviate from their primary selection(s) of inspectors and/or vendor(s) when necessary to meet the inspection and repair deadlines in this Agreement.
WIRE FRAUD ALERT
Criminals are hacking email accounts of real estate Brokers, title companies, settlement attorneys and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal.
The emails look legitimate, but they are not.
Buyer and Seller are advised not to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number.
Buyer and Seller should NOT send personal information such as social security numbers, bank account numbers and credit card numbers except through secured email or personal delivery to the intended recipient.

OFFER BY BUYER

Buyer acknowledges that Buyer has read the entire Purchase Agreement and understands the provisions thereof.

Signature table with columns: Buyer Signature, Printed Name, Date, Time. Includes signature of David J Legler and date 02/06/2024 at 12:16 PM.



NEW MEXICO ASSOCIATION OF REALTORS® - 2024  
PURCHASE AGREEMENT – COMMERCIAL



SELLER'S RESPONSE

SELLER ACKNOWLEDGES THAT SELLER HAS READ THIS ENTIRE AGREEMENT AND UNDERSTANDS THE PROVISIONS HEREOF. (SELLER SHOULD SELECT ONE):

ACCEPTANCE

SELLER ACCEPTS this Offer and AGREES to sell the Property for the price and on the terms and conditions specified in this Agreement. **IF SELLER IS ACCEPTING THIS OFFER, SELLER SHOULD INITIAL ALL PAGES AND SIGN BELOW.**

SELLER(S)

\_\_\_\_\_  
Regents of New Mexico State University  
Seller Signature Printed Name Date Time

\_\_\_\_\_  
Seller Signature Printed Name Date Time

If additional signature lines are needed, please use NMAR Form 1150 – Signature Addendum

COUNTEROFFER

SELLER REJECTS and submits a Counteroffer. NMAR Form 5102 or NMAR 2111B

**IF SELLER IS REJECTING THIS OFFER AND SUBMITTING A COUNTEROFFER, SELLER SHOULD NOT SIGN THIS AGREEMENT, BUT SHOULD INITIAL ALL PAGES AND INITIAL BELOW.**

SELLER(S) \_\_\_\_\_

NOTIFICATION OF MULTIPLE OFFERS

SELLER REJECTS and submits a Notification of Multiple Offers. NMAR 5103 – Notification of Multiple Offers

**IF SELLER IS REJECTING THIS OFFER AND SUBMITTING A NOTIFICATION OF MULTIPLE OFFERS, SELLER SHOULD NOT SIGN THIS AGREEMENT AND DOES NOT NEED TO INITIAL ANY /ALL PAGES BUT SHOULD INITIAL BELOW.**

SELLER(S) \_\_\_\_\_

REJECTION

SELLER REJECTS THIS OFFER.

**IF SELLER IS REJECTING THIS OFFER, SELLER SHOULD NOT SIGN THIS AGREEMENT AND DOES NOT NEED TO INITIAL ANY/ALL PAGES BUT SHOULD INITIAL BELOW.**

SELLER(S) \_\_\_\_\_

Buyer(s) DJL



NEW MEXICO ASSOCIATION OF REALTORS® — 2024  
ADDENDUM NO. 1  
COMMERCIAL ASSOCIATION OF REALTORS® NEW MEXICO  
ADDENDUM - COMMERCIAL

This Addendum is part of the Agreement dated February 5, 2024, covering the Property at 701 Roosevelt Grants NM 87020.

The parties further agree as follows:

Dates in Purchase Agreement are agreed to be flexible based on the Regents Real Estate Committee and Board of Regents meeting March 11, 2024. The closing date will be determined when purchase agreement executed. Buyer agrees for all dates to be extended with no expiration date.

**SELLER(S)**

**Regents of New Mexico State University**

Seller Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Seller Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_


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NEW MEXICO ASSOCIATION OF REALTORS® — 2024  
ADDENDUM NO. 1  
COMMERCIAL ASSOCIATION OF REALTORS® NEW MEXICO  
ADDENDUM - COMMERCIAL



**BUYER(S)**

	David J Legler	02/12/2024	12:16 PM
Buyer Signature	Printed Name	Date	Time

Buyer Signature	Printed Name	Date	Time
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**Board of Regents Meeting**  
**Meeting Date: March 11, 2024**  
**Agenda Item Cover Page**

**Agenda Item # G-6**

- Action Item
- Consent Item
- Informational Item

**Presented By:** Scott Eschenbrenner  
 President of Aggie Development Inc.

**Agenda Item:**

Aggie Development Inc. Board of Directors Officer Appointments

**Requested Action of the Board of Regents:**

Recommend Approval of the Slate of Officers and Directors

**Executive Summary:**

Aggie Development, Inc. Board of Directors to make a recommendation to the Board of Regents for the expired terms of Tom Hutchinson, Rolando Flores and Dina Chacón-Reitzel. Tom Hutchinson has expressed a desire to step down after the term of Interim President Gogue.

- Chairman of the Board – Interim President Gogue
- Vice Chairman of the Board – Tom Hutchinson
- Secretary – Christopher Dulany
- Treasurer – Interim CFO D’Anne Stuart
- President of Aggie Development Inc. – Scott Eschenbrenner

<b>Aggie Development Incorporated Board of Directors</b>						
<b>First Name</b>	<b>Last Name</b>	<b>Initial Term</b>	<b>Renewed</b>	<b>End Term</b>	<b>Notes</b>	<b>Titles</b>
Jay	Gogue	4/1/2023	N/A	6/30/2024	Chair	President
Christopher	Dulany	7/1/2016	6/30/2022	6/30/2025	Secretary	Community Member
Tom	Hutchinson	7/1/2014	6/30/2020	6/30/2023	Vice Chair	Community Member
Rolando	Flores	3/29/2019		6/30/2024	Member	Dean
Dina	Chacón-Reitzel	3/29/2019		6/30/2024	Member	Regent
Ammu	Devasthali	3/29/2019	6/30/2022	6/30/2025	Member	Regent
Van	Bullock	4/27/2021		6/30/2025	Member	Community Member
Mickey	Clute	3/29/2019	6/30/2023	6/30/2026	Member	Community Member
D’Anne	Stuart	7/1/2023		6/30/2026	Treasurer	SVP Admin & Fin.

**References:**

N/A

**Prior Approvals:**

On February 20, 2024, the Aggie Development Incorporated Board of Directors recommended to the Board of Regents this slate of Officers and Directors.





**Board of Regents Meeting**  
**Meeting Date: March 11, 2024**  
**Agenda Item Cover Page**

**Agenda Item # G-7**

- Action Item
- Consent Item
- Informational Item

**Presented By:** Lisa Henderson,  
General Counsel

**Agenda Item:** 2024 Annual Open Meetings Notice Resolution

**Requested Action of the Board of Regents:** Approval of 2024 Annual Open Meetings Notice Resolution

**Executive Summary:**

As required by the New Mexico Open Meetings Act, the attached Open Meetings Notice Resolution establishes the public notice to be given prior to the Board's meetings. The attached resolution is similar to the Board's Resolution 2023-01 adopted last March.

Notices for meetings are distributed to the news media and posted on the NMSU Regent's website ten days in advance for regular meetings, three days in advance for special meetings, and 24 hours or more, if feasible, for emergency meetings. Meeting agendas are also made available to the public by posting them on the NMSU Regents' website, at least 72 hours in advance of regular and special meetings, and concurrent with the notice for emergency meetings. If an emergency meeting is called that is not as a result of a declared state or federal emergency, a report will also be sent to the Office of the Attorney General.

**References:**

Redline Version attached

NM Open Meetings Act §10-15-1 D.

**Prior Approvals:**

N/A

## Resolution No. 2024-01

### REGENTS OF NEW MEXICO STATE UNIVERSITY ANNUAL OPEN MEETINGS NOTICE RESOLUTION

WHEREAS, the Open Meetings Act of the State of New Mexico, NMSA 1978, Sections 10-15-1 to -10-15-4 (2013) requires reasonable notice to the public in advance of conducting meetings of a quorum of the members of the Board of Regents held for the purpose of discussing or adopting any proposed resolution, rule, regulation, or other formal action; and

WHEREAS, the Open Meetings Act requires the Regents to determine at least annually what constitutes reasonable notice of its public meetings;

NOW, THEREFORE, BE IT RESOLVED by the Regents of New Mexico State University (“NMSU”), that compliance with the following requirements shall constitute reasonable notice:

1. Meeting Notice Content: NMSU must cause each meeting notice to indicate the meeting date, time, and location, including the city and campus (as applicable), building name, and address, and notice if the meeting will occur electronically.
2. Meeting Notice Method: NMSU will post meeting notices on the [NMSU Regents' webpage located on NMSU.edu](#). In addition, NMSU must transmit each meeting notice to any licensed broadcast station and newspapers of general circulation that have made written requests for notification of meetings within the previous 12 months. NMSU requires each such request to be directed to [ucomm@nmsu.edu](mailto:ucomm@nmsu.edu).
3. Meeting Notice Timing: NMSU must provide advance notice and an agenda for each meeting as follows:
  - a. Regular Meeting Notice - NMSU must provide notice of each regular meeting (scheduled at least quarterly) at least ten days in advance of the meeting date. NMSU must post the regular meeting agenda on the NMSU Regents' website at least 72 hours prior to the meeting.
  - b. Special Meeting Notice - NMSU must provide notice of each special meeting at least 72 hours in advance of the meeting date. NMSU must post the special meeting agenda on the NMSU Regents' website at least 72 hours prior to the meeting.
  - c. Emergency Meeting Notice - NMSU must provide notice of an emergency meeting - called in the case of any unforeseen circumstance that demands immediate attention to protect the health, safety and property of citizens, or to protect the university from substantial financial loss - 24 hours in advance, unless threat of personal injury, property damage or threat of financial loss requires less notice. NMSU must post the emergency meeting agenda on the NMSU Regents' website at the same time that it posts the notice of emergency meeting.

4. Report of Emergency Meeting: No later than 10 days after taking action on an emergency matter, the Board of Regents shall report to the Office of the New Mexico Attorney General the action taken and the circumstances creating the emergency, unless there has also been a declaration of a state or national emergency, in which case no report is required.
5. Meeting Accessibility: In addition to the information specified above, NMSU must cause all notices of open meetings to include the following language:

"If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the meeting, please contact the Office of the Regents' at (575) 646-5997 at least three days prior to the meeting, or as soon as possible. Public documents, including the agenda and minutes, may also be provided in various accessible formats. Please contact the Office of the Regents at (575) 646-5997 if a summary or other type of accessible format is needed."
6. Closed/Executive Session: The NMSU Regents may close a meeting to the public and meet in executive session only if the subject matter to be discussed is expressly excepted from public disclosure under the Open Meetings Act, Subsection 10-15-1.H.
  - a. If any Regent proposes to close the meeting for executive session during an open meeting a motion for closure is required stating the specific provision of law authorizing the closed meeting and the subject matter to be discussed. The motion for executive session must be approved publicly by a majority vote of the quorum. NMSU must record in the minutes the vote of each individual member on the motion proposing closure. The Board of Regents may discuss in the closed meeting only those subjects specified in the motion.
  - b. If a closed meeting is proposed when the Board is not presently convened in an open meeting, the closed meeting shall not be held until NMSU has posted public notice required for a special meeting, stating the specific provision of law authorizing the closed meeting and the subject matter to be discussed.
  - c. Following completion of any closed meeting, NMSU must cause the minutes of the public meeting that was closed, or the minutes of the next public meeting if the closed meeting was separately scheduled, to state whether the matters discussed in the closed meeting were limited only to those specified in the motion or the meeting notice for the special meeting.
  - d. Except as may be provided by Subsection 10-15-1.H of the Open Meetings Act, the NMSU Regents are required to cast their votes in an open meeting prior to taking any action on items discussed in a closed meeting.

ADOPTED by the Board of Regents of New Mexico State University, the 11th day of March, 2024, at its regular annual meeting held in Las Cruces, New Mexico.

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Ammu Devasthali, Chair, NMSU Board of Regents

Resolution No. 202~~34~~<sup>34</sup>-01

REGENTS OF NEW MEXICO STATE UNIVERSITY ~~BOARD~~

~~OF REGENTS~~ ANNUAL OPEN MEETINGS NOTICE

RESOLUTION

WHEREAS, the Open Meetings Act of the State of New Mexico, ~~§10-15-1, NMSA 1978, Sections 10-15-1 to -10-15-4 (2013), et seq.~~ requires reasonable notice to the public in advance of conducting meetings of a quorum of the members of the Board of Regents, held for the purpose of discussing or adopting any proposed resolution, rule, regulation, or other formal action, ~~to be conducted only after reasonable notice to the public;~~ and

WHEREAS, the Open Meetings Act requires the ~~Board of~~ Regents to determine at least annually what constitutes reasonable notice of its public meetings;

NOW, THEREFORE, BE IT RESOLVED by the ~~Board of~~ Regents of New Mexico State University ("NMSU"), that compliance with the following requirements shall constitute reasonable notice:

1. Meeting Notice Content: NMSU must cause each meeting notice to indicate the meeting date, and time, and location of the relevant meeting as well as the specific location of the Board's meeting, including the city and campus (as applicable), building name, and address, and notice if the meeting will occur electronically.
2. Meeting Notice Method: NMSU ~~must (a) transmit each meeting notice by telephone, fax, electronic or other means of delivery to newspaper(s) of general circulation in the state; and (b) will post that meeting notices~~ on the NMSU Regents' webpage located on NMSU.edu site. In addition, NMSU must transmit each meeting notice to any licensed broadcast station and ~~any other~~ newspapers of general circulation that have yes made written requests for notification of meetings within the previous 12 months. NMSU requires each such request to be directed to ucomm@nmsu.edu.
3. Meeting Notice Timing: NMSU must provide ~~each meeting advance notice and an agenda in advance of a corresponding for each~~ meeting, as follows with the amount of advance notice depending upon the type of meeting:
  - a. Regular Meeting Notice - NMSU must ~~give~~ provide notice of each regular meeting (scheduled at least quarterly) at least ~~10~~ ten days in advance of the meeting date. NMSU must post the regular meeting agenda on the NMSU Regents' website at least 72 hours prior to the meeting.
  - b. Special Meeting Notice - NMSU must ~~give~~ provide notice of each special meeting at least ~~72 hours~~ three days in advance of the meeting date. NMSU must post the special meeting agenda on the NMSU Regents' website at least 72 hours prior to the meeting.
  - c. Emergency Meeting Notice - NMSU must ~~give~~ provide notice of an emergency meeting - called in the case of any unforeseen circumstance that demands immediate attention to

protect the health, safety and property of citizens, or to protect the university from substantial financial loss - 24 hours in advance, unless threat of personal injury, property damage or threat of financial loss requires less notice. NMSU must post the emergency meeting agenda on the NMSU Regents' website at the same time that it posts the notice of emergency meeting.

4. Report of Emergency Meeting: No later than 10 days after taking action on an emergency matter, the Board of Regents shall report to the Office of the New Mexico Attorney General the action taken and the circumstances creating the emergency, unless there has also been a declaration of a state or national emergency, in which case no report is required.

5. Meeting Accessibility: In addition to the information specified above, NMSU must cause all notices of open meetings to include the following language:

"If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the meeting, please contact the Office of the Regents' at (575) 646-5997 at least three days prior to the meeting, or as soon as possible. Public documents, including the agenda and minutes, may also be provided in various accessible formats. Please contact the Office of the Regents' at (575) 646-5997 if a summary or other type of accessible format is needed."

6. Closed/Executive Session: The ~~Board of NMSU~~ Regents may close a meeting to the public, and meet in executive session, only if the subject matter ~~of such discussion or action to be discussed is expressly excepted from public disclosure falls within one of the exceptions in under~~ the Open Meetings Act, Subsection 10-15-1(H).

a. If any Regent proposes ~~any meeting to be closed~~ the meeting for executive session during an open meeting, ~~without prior notice, then that Regent must propose the~~ a motion for closure ~~is required by motion~~, stating the specific provision of law authorizing the closed meeting and the subject matter to be discussed. The motion for executive session must be approved publicly by a majority vote of the quorum. The motion can be approved only by a majority of a quorum of the Board in attendance. NMSU must record in the minutes the vote of each individual member on the motion proposing closure. The Board of Regents may discuss in the closed meeting only those subjects specified in the motion.

b. If ~~the Board of Regents is to conduct~~ a closed meeting is proposed when the Board is not ~~already presently~~ convened in an open meeting, ~~then the Board must not hold~~ the closed meeting shall not be held until NMSU has posted public notice required for a special meeting, stating the specific provision of law authorizing the closed meeting and the subject matter to be discussed.

c. Following completion of any closed meeting, NMSU must cause the minutes of the public meeting that was closed, or the minutes of the next public meeting if the closed meeting was separately scheduled, to state whether the matters discussed in the closed meeting were limited only to those specified in the motion or the meeting notice for the special meeting.

d. Except as may be provided by Subsection 10-15-1(H) of the Open Meetings Act ~~and New Mexico case law interpreting same~~, the ~~Board of NMSU~~ Regents are required to cast their votes in an open meeting prior to taking ~~may take any any~~ action on items discussed as a result of discussions in a closed meeting ~~only by vote of the Board in an open public meeting~~.

ADOPTED by the Board of Regents of New Mexico State University, the ~~10th-11th~~ day of March, 2024~~3~~, at its regular annual meeting held in Las Cruces, New Mexico.

---

Ammu Devasthali, Chair, NMSU Board of Regents



**Board of Regents Meeting**  
**Meeting Date: March 11, 2024**  
**Agenda Item Cover Page**

**Agenda Item # G-8**

- Action Item
- Consent Item
- Informational Item

**Presented By:** Alan Shoho  
Provost and Chief Academic Officer

**Agenda Item:** Posthumous Honorary Degree

**Requested Action of the Board of Regents:** Approval of a posthumous honorary degree to be conferred to Karla Salcido.

### **Executive Summary**

We request approval of the Regents of New Mexico State University to confer a posthumous honorary degree to Karla Salcido.

Karla Salcido was a Level 2 Bachelor of Science in Nursing (BSN) student who passed away suddenly in late April 2021. She was one week away from completing her second semester in the undergraduate nursing program. I would like to have Karla awarded a posthumous Bachelor of Science in Nursing degree from NMSU in recognition of her outstanding pre-nursing academic record and accomplishments in the program.

Karla was a highly ranked applicant to the BSN program with a pre-requisite GPA of 3.82 and an admission exam score of 90%. At the time of her death she had completed 127 credits in the NMSU DARS system and her cumulative GPA was 3.87. The BSN degree is 127 credits, therefore she had completed a Bachelor's degree with of credits.

It was Karla's dream to become a nurse since she was a child. She was highly engaged in the campus community at the School of Nursing as a member of the Student Nurses Association.

### **References**

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

### **Prior Approvals**

November 15, 2023 – Provost Alan Shoho

November 14, 2023 – College of Health, Education, and Social Transformation Dean Yoshi Iwasaki

November 13, 2023 – Faculty of the School of Nursing



School of Nursing  
College of Health Education and Social Transformation  
New Mexico State University  
P.O. Box 30001, MSC 3185  
Las Cruces, New Mexico 88003-8001  
Phone: (575) 646-3812 Fax: (575) 646-2167

## MEMORANDUM

TO: Dr. Yoshitaka Iwasaki, Dean *Yoshi Iwasaki*  
College of Health, Education and Social Transformation

FROM: Dr. Alexa Doig, Director *Alexa Doig*  
School of Nursing

DATE: 11/13/23

SUBJECT: Posthumous Bachelor of Science in Nursing Degree for Karla Salcido (800698165)

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Dear Dean Iwasaki,

Karla Salcido (800698165) was a Level 2 Bachelor of Science in Nursing (BSN) student who passed away suddenly in late April 2021. She was one week away from completing her second semester in the undergraduate nursing program. I would like to have Karla awarded a posthumous Bachelor of Science in Nursing degree from NMSU in recognition of her outstanding pre-nursing academic record and accomplishments in the program. Her class is graduating in December 2023 and we would like to recognize her at our graduation events.

Karla was a highly ranked applicant to the BSN program with a pre-requisite GPA of 3.82 and an admission exam score of 90%. At the time of her death she had completed 127 credits in the NMSU DARS system and her cumulative GPA was 3.87. The BSN degree is 127 credits, therefore she had completed a Bachelor's degree with of credits.

It was Karla's dream to become a nurse since she was a child. She was highly engaged in the campus community at the School of Nursing as a member of the Student Nurses Association.

The awarding of a posthumous degree would be incredibly meaningful to her family and her BSN class of 2023.





**Board of Regents Meeting**  
**Meeting Date: March 11, 2024**  
**Agenda Item Cover Page**

**Agenda Item # G-9**

- Action Item
- Consent Item
- Informational Item

**Presented By:** Mónica F. Torres, Ph.D.  
Chancellor, NMSU System  
Community Colleges

**Agenda Item:**

Doña Ana Community College (DACC) Honorary Degree Recipient Nominee

**Requested Action of the Board of Regents:**

Approval of DACC Spring 2024 Honorary Degree Recipient nominee: Dr. Don Cotter

**Executive Summary:**

Candidate has demonstrated significant contributions to New Mexico State University, including its community colleges, the local community, and the state. Supporting documents are attached.

**References:**

RPM 18.00 – Advancement  
<https://rpm.nmsu.edu/18-00/>

18.05 – Honorary Degree Awards  
<https://arp.nmsu.edu/18-05/>

18.10 – Namings and Other Honorific Recognition  
<https://arp.nmsu.edu/18-10/>

**Prior Approvals:**

DACC Executive Committee 01/24/2024.

**Agenda Item Approved By:**

*Mónica F. Torres, Ph.D.*  
Chancellor, NMSU System Community Colleges

02/13/2024



**Board of Regents Meeting**  
**Meeting Date: March 11, 2024**  
**Agenda Item Cover Page**

**Agenda Item # G-10**

- Action Item
- Consent Item
- Informational Item

**Presented By:** Jay Gogue, Ph.D.  
Interim President

**Agenda Item:** NMSU Honorary Degree Recipient Nominee

**Requested Action of the Board of Regents:** Approval of a posthumous honorary doctorate degree to be conferred to Mr. L. Neil Burcham (posthumously).

**Executive Summary**

Candidates have demonstrated significant contributions to New Mexico State University including and the local community and nation-wide.

See attached for additional details.

**References**

RPM 18.00 – Advancement  
<https://rpm.nmsu.edu/18-00/>

18.05 – Honorary Degree Awards  
<https://arp.nmsu.edu/18-05/>

18.10 – Namings and Other Honorific Recognition  
<https://arp.nmsu.edu/18-10/>

**Prior Approvals**

- March 8, 2023 – Regent member of the Honorary degree selection committee (Christopher T. Saucedo)
- March 7, 2023 – Interim President Jay Gogue
- March 6, 2023 – NMSU Foundation



**Board of Regents Meeting**  
**Meeting Date: March 11, 2024**  
**Agenda Item Cover Page**

**Agenda Item # G-11**

- Action Item
- Consent Item
- Informational Item

**Presented By:** Mónica F. Torres, Ph.D.  
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 Statute 1978  
[\[§21-14\]](#)

**Prior Approvals:**

DACC Advisory Board 03/04/2024

**Agenda Item Approved By:**

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Mónica F. Torres, Ph.D.  
Chancellor, NMSU System Community Colleges

02/16/2024

## **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 (“*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)]<sup>1</sup>.

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

“*Chancellor*” means New Mexico State University’s Doña Ana Community College Chancellor 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. Advisory Board may delegate to the Advisory Committee all functions and responsibilities of the Advisory Board, but has no authority to delegate its duty to certify any tax levy or election for a tax levy.

B. Duties. Under state law [§21-14-2(B)], the duties of the 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;

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

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 the 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 Advisory Board must meet as necessary to:
  - a. certify to the board of county commissioners the tax levy; and
  - b. conduct the election for tax levies for the Community College.
2. *Annual Activity.*
  - a. *Budget.* In addition, the Advisory Board, or the Advisory Committee if one has been formed, must:
    - i. review the annual operating budget of Community College for recommendation to the Regents; and
    - ii. upon request of either Party, meet at least once a year with the Regents.
  - b. *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 Advisory Board, or the Community College Chancellor may request any additional meeting as needed.
4. *Open Meetings Compliance.* Each applicable Party must conduct according to the New Mexico Open Meetings Act [§10-15-1 *et seq.*] any meeting that includes either the Regents or a quorum of any local school board.

III. **Community College Chancellor.** Upon any applicable vacancy, Advisory Board and the Regents jointly must conduct a search for qualified candidates for Community College Chancellor. Upon consultation with the Advisory Board, the Regents must then select a Community College Chancellor. A Community College Chancellor may oversee more than one campus.

IV. **Regents Authority.** Unless this Agreement specifies otherwise, the 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)]. The Regents have discretion to delegate its full authority under this Agreement to the Chancellor.

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 from any local school system [§21-14-2(D)(5)].
- C. Credits. The Regents will honor all credits earned by students as though they were earned on the main campus [§21-14-2(D)(2)].

## VI. **Financial Matters.**

- A. Management. The Regents are responsible for the financial management of the Community College. The 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 Community College Chancellor will prepare and present to Advisory Board a proposed annual budget including a long-range plan of the Community College and the status of each capital outlay project. The Advisory Board must review 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, and 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 its 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 constructing and equipping buildings and to make other real property improvements [§21-2A-6(A)].
    - b. *Taxes*. Any tax levied to pay for principal and interest on any general obligation bond of the Community College is in addition to any tax 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;
- c. assess to any non-resident of New Mexico tuition and fees at a higher rate than residents.

**VII. 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)(l)].

**VIII. 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)].

**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 ATTSTATION**

**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 Branch Community College Board (Advisory Board) of the Doña Ana Community College duly approved this agreement at an official meeting on \_\_\_\_\_ (date).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair



AGREEMENT  
PERTAINING TO THE OPERATION OF THE  
DOÑA ANA COMMUNITY COLLEGE

BETWEEN

THE REGENTS OF NEW MEXICO STATE UNIVERSITY

AND

THE ADVISORY BOARD OF  
DOÑA ANA COMMUNITY COLLEGE

**AGREEMENT  
PERTAINING TO THE OPERATION OF THE  
DOÑA ANA COMMUNITY COLLEGE**

**The Agreement Pertaining to the Operation of  
Doña Ana Community College**

This Agreement is between the Regents of New Mexico State University (~~(“Regents), the parent university”), on behalf of its Doña Ana Community College (the Community College), and the branch community college board (of Doña Ana Community College (“Advisory Board) hereby enter into”)~~ (each individually, a “Party” and collectively, the following agreement “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 (the Operating Agreement).
- This Operating Agreement is adopted in accordance with the requirements of state law and founded on the desire of the parties Parties to provide quality educational services must be provided in accordance with the needs of the Community College service area.

**Agreement**

**ARTICLE I  
ADVISORY BOARD**

**I. Definitions.**

**A. “Advisory Board Defined**

The Advisory Board” consists of thea local school board, or the combined local school boards, acting as a single board, situated within the local taxing district whichthat supports the Community College. [N.M. Stat. § [§21-14-2(A)-(1978)]]<sup>1</sup>.

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

“Chancellor” means New Mexico State University’s Doña Ana Community College Chancellor or successor position designation.

<sup>1</sup> Unless otherwise indicated, all section references are to New Mexico Statutes Annotated, 1978, as amended.  
Operating Agreement UGC06142018

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

## II. Advisory Board.

### B. Multiple School District Boards

A. ~~For. If Community Colleges~~College is located in ~~counties~~a county with more than one local school district, ~~then~~the Advisory Board may designate ~~a committee to act on its behalf (Advisory Committee).~~ ~~The~~an Advisory Committee ~~will consist of that~~comprises two representative board members from each local school board. ~~The~~ Advisory Board may delegate to the Advisory Committee all functions and responsibilities of the Advisory Board, ~~except that the Advisory Board may not but has~~no authority to delegate its duty to certify ~~any tax levies~~levy or ~~election~~election for a tax levieslevy.

### C. Duties of the Advisory Board

B. ~~Pursuant to.~~ Under state law; ~~[§21-14-2(B)].~~ the duties of the Advisory Board are as follows:

1. ~~Enter~~enter into a written ~~agreement~~commitment with the Regents, subject to biennial review by the ~~parties~~Parties and to the review and commentary of the ~~commission on higher education~~New Mexico Higher Education Department;
2. ~~Act~~act in an advisory capacity to the Regents in all matters relating to the conduct of the Community College;
3. ~~Approve~~approve the annual operating budget of Community College for recommendation to the Regents;
4. ~~Certify~~certify to the board of county commissioners the tax levy; and
5. ~~Conduct~~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.

[N.M. Stat § 21-14-2(B)-(1978)]

D.C. ~~Advisory Board~~ Meetings.

1. Purposes. The Advisory Board ~~will~~must meet as necessary to: ~~(2)~~
  - a. certify to the board of county commissioners the tax levy; and ~~(3)~~
  - b. conduct the election for tax levies for the Community College.
  
2. Annual Activity.
  - a. Budget. In addition, the Advisory Board, or the Advisory Committee if one has been formed, ~~will~~must:
    - i. review the annual operating budget of Community College for recommendation to the Regents; and,
    - ii. upon request of either party, willParty, meet, at least once a year, with the Regents.
  - b. Coordination. The purpose of the joint meeting is to allow each ~~of the parties~~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 Advisory Board, or the Community College Chancellor, ~~or the President of the NMSU System~~ may request any additional ~~meetings~~meeting as needed.
  
4. All meetings which includeOpen Meetings Compliance. Each applicable Party must conduct according to the New Mexico Open Meetings Act [§10-15-1 et seq.] any meeting that includes either the Regents or a quorum of any local school board ~~will be conducted in accordance with the New Mexico Open Meetings Act. [N.M. Stat § 10-15-1 et seq. (1978)].~~

E. ~~Selection of~~ III. Community College Chancellor

~~In the event of a.~~ Upon any applicable vacancy, ~~the Regents and the Advisory Board will and the Regents jointly must~~ conduct a search for qualified candidates for ~~chancellor of the Community College. The Regents, after~~ Chancellor. Upon consultation with the Advisory Board, ~~will the Regents must then~~ select a ~~chancellor for the Community College. [N.M. Stat § 21-14-2(C)(1978)]~~ Chancellor. A Community College Chancellor may oversee more than one campus.

**ARTICLE 2  
THE REGENTS**

~~Except as otherwise provided in~~ IV. Regents Authority. Unless this ~~Operating Agreement~~

specifies otherwise, the Regents have full authority and responsibility over all aspects of the Community College, including, but not limited to, academic matters. ~~[N.M. Stat. § 21-14-2(D)(1) (1978)] The 1].~~ The Regents have discretion to delegate its full authority of the Regents, under this Agreement may be delegated at the discretion of the Regents, to the Chancellor of the NMSU System.

### **ARTICLE 3 ACADEMIC MATTERS**

#### **V. Academic Matters.**

##### **A. Programs of Study**

A. As provided by state statute, the. The Community College will offer educational programs of study which that have been approved by NMSU. [N.M. Stat. § 21-14-2(D)(3) (1978)] Such programs will provide the Regents including:

1. ~~The~~ the first two years of college education; or
2. ~~Vocational~~ vocational and technical curricula of not more than two ~~years'~~ years' duration designed to fit individuals for employment in recognized occupations. ~~[N.M. Stat. § 21-14-1(A) (1978)]; or~~

3. both [§21-14-1(A)].

**B. Employment of Faculty**

B. The Regents ~~agree to~~ must consider application of qualified local applicants before employing teachers from the any local school system(s). ~~[N.M. Stat. § [§21-14-2(D)(5) (1978)]]~~.

**ARTICLE 4  
FINANCIAL MATTERS**

C. Credits. The Regents will honor all credits earned by students as though they were earned on the main campus [§21-14-2(D)(2)].

**VI. Financial Matters.**

**C. Management**

A. The Regents will bear responsible for the financial management of the Community College. The Advisory Board may review all procedures, reports and all other matters related to the financial management of the Community College.

**D. Budget Recommendation**

B. The Chancellor of. Each year the Community College Chancellor will prepare and present to the Advisory Board a proposed annual budget including the a long-range plan of the college Community College and the status of a each capital outlay projects project. The Advisory Board will must review an annual budget for the Community College for recommendation to the Regents. ~~[N.M. Stat. § [§21-14-2(B)(3) (1978)]]~~.

**E.C. Funding Sources.**

1. Types. The Parties intend Community College will to be financed by state appropriations, tuition and fees charged to students, grants, and gifts, and such any other funds as may be that are made available through additional tax levies pursuant to under the College District Tax Act. ~~[N.M. Stat. § [§21-2A-1 (1978) et seq.]]~~.

2. The Appropriation. The Parties anticipate that the New Mexico Higher Education Department will recommend an appropriation for the Community College based on its financial requirements. ~~[N.M. Stat. § [§21-14-9 (1978)]]~~.

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 constructing and equipping buildings and to make other real property improvements. ~~[N.M. Stat § 21-2A-6(A) (1978)] All taxes levied to pay for principal and interest on the general obligation bonds of the Community College shall be in addition to the taxes levied for operating, maintaining and providing facilities for the Community College pursuant to the College District Tax Act. [N.M. Stat § 21-2A-1 (1978) et seq.] The repayment of district general obligation bonds will be made in accordance with the College District Tax Act and is the general obligation of the college district. [N.M. Stat § 21-2A-7 (1978) et seq.] The Regents will not have any obligation to repay the bonds. [§21-2A-6(A)].~~

b. Taxes. Any tax levied to pay for principal and interest on any general obligation bond of the Community College is in addition to any tax 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 College's tuition and fees will be set by the Regents. ~~[N.M. Stat § [§21-14-5 (1978)]];~~

b. assess to any New Mexico residents; resident residing outside of the Community College service area, ~~will be assessed an out-of-district fee each semester. Non-residents;~~

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

## **ARTICLE 5 FACILITIES**

### **VII. 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)].

### **VIII. Facilities.**

#### **A. Acquisition of Property in Name of Regents**

- A. All property acquired by the Community College, including all property acquired from the proceeds of a bond issue shall, will be taken in the name of the Regents. [N.M. Stat § ~~21-14-14~~ (1978)].

#### **B. Cooperative Use of Physical Facilities**

- B. Subject to space and other resource constraints;
  - 1. the Community College will share facilities in support of NMSU's New Mexico State University's bachelors and appropriate graduate programs; and
  - 2. the NMSU University Regents will share facilities on the Las Cruces campus of New Mexico State University in support of the Community College's College's programs. [N.M. Stat § ~~21-14-2(D)(4)~~ (1978)].

## **ARTICLE 6 ADDITIONAL TERMS**

### **A. IX. Entire Agreement**

This Agreement is made pursuant to fulfill the requirements of state law and is subject to biennial review by all parties and the review and comment of the New Mexico Department of Higher Education. [N.M. Stat § 21-14-2(B)(1) (1978)]. This Agreement constitutes the an entire agreement understanding between the Advisory Board and the Regents Parties concerning its



subject matter and supersedes any prior agreements, contracts, commitment, representation or understandings, understanding, whether expressed or implied, oral or written.

#### **B. Termination**

This X. Agreement may be terminated by mutual consent or by either the Advisory Board or the Regents, upon six months' notice, provided there are no outstanding general obligations or revenue bonds. If the Community College has outstanding general obligation or revenue bonds, then neither the Advisory Board nor the Regents may terminate this Agreement until the outstanding bonds are retired, except as otherwise provided by law. [N.M. Stat § 21-14-2(E) (1978); referencing N.M. Stat § 21-13-24.1 (1978)]

#### **C. No Third Party Beneficiaries**

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

**D. ~~Effective Date~~**

~~This Agreement will be effective and binding upon the Advisory Board and the Regents of NMSU from the date on which both of these entities have approved the Agreement as indicated by the attestation and signatures of the duly authorized representatives below.~~

**APPROVAL AND ~~ATTESTATION~~ATTSTATION**

**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 ~~hereby~~ attest to the truth of the foregoing statement.

\_\_\_\_\_  
Date: \_\_\_\_\_  
NMSU Board of Regents, \_\_\_\_\_ Chair

**Branch Community College Board**

The ~~branch community college board~~Branch Community College Board (Advisory Board) of ~~Dona~~the Doña Ana Community College duly approved this agreement at an official meeting on \_\_\_\_\_ (date).

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

\_\_\_\_\_  
Date: \_\_\_\_\_ Chair  
\_\_\_\_\_  
DACC Advisory Board, President



**Board of Regents Meeting**  
**Meeting Date: March 11, 2024**  
**Agenda Item Cover Page**

**Agenda Item # G-12**

- Action Item
- Consent Item
- Informational Item

**Presented By:** Mónica F. Torres, Ph.D.  
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 Alamogordo Community College**

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

### **Background**

- Alamogordo 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 in coordinating 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)]<sup>1</sup>.

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

“*Chancellor*” means New Mexico State University’s Chancellor 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. Advisory Board may delegate to the Advisory Committee all functions and responsibilities of the Advisory Board, but has no authority to delegate its duty to certify any tax levy or election for a tax levy.

B. Duties. Under state law [§21-14-2(B)], the duties of the 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;

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

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 the 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 Advisory Board must meet as necessary to:
  - a. certify to the board of county commissioners the tax levy; and
  - b. conduct the election for tax levies for the Community College.
2. *Annual Activity.*
  - a. *Budget.* In addition, the Advisory Board, or the Advisory Committee if one has been formed, must:
    - i. review the annual operating budget of Community College for recommendation to the Regents; and
    - ii. upon request of either Party, meet at least once a year with the Regents.
  - b. *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 Advisory Board, the Community College Director, or the Chancellor may request any additional meeting as needed.
4. *Open Meetings Compliance.* Each applicable Party must conduct according to the New Mexico Open Meetings Act [§10-15-1 *et seq.*] any meeting that includes either the Regents or a quorum of any local school board.

II. **Community College Director.** Upon any applicable vacancy, Advisory Board and the Regents jointly must conduct a search for qualified candidates for Community College Director. Upon consultation with the Advisory Board, the Regents must then select a Community College Director. A Community College Director may oversee more than one campus.

III. **Regents Authority.** Unless this Agreement specifies otherwise, the 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)]. The Regents have discretion to delegate its full authority under this Agreement to the Chancellor.

IV. **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 from any local school system [§21-14-2(D)(5)].
- C. Credits. The Regents will honor all credits earned by students as though they were earned on the main campus [§21-14-2(D)(2)].

V. **Financial Matters.**

- A. Management. The Regents are responsible for the financial management of the Community College. The 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 Community College Director will prepare and present to Advisory Board a proposed annual budget including a long-range plan of the Community College and the status of each capital outlay project. The Advisory Board must review 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, and 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 its 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 constructing and equipping buildings and to make other real property improvements [§21-2A-6(A)].
    - b. *Taxes*. Any tax levied to pay for principal and interest on any general obligation bond of the Community College is in addition to any tax 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;
- c. assess to any non-resident of New Mexico tuition and fees at a higher rate than residents.

**VI. 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)(l)].

**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. 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.

**IX. 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 ATTSTATION**

**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 Branch Community College Board (Advisory Board) of the Alamogordo Community College duly approved this agreement at an official meeting on 2-21-2024 (date).

2-21-2024  
Date

Angela M Cadwell-Codes  
Chair



**Board of Regents Meeting**  
**Meeting Date: March 11, 2024**  
**Agenda Item Cover Page**

**Agenda Item # G-13**

- Action Item
- Consent Item
- Informational Item

**Presented By:** Marlene Chavez-Toivanen, Ph.D.  
Assoc. Campus Director/VPAA  
Grants Community College

**Agenda Item:**

Grants Community College (GRCC) Advisory Board Operating Agreement

**Requested Action of the Board of Regents:**

Approval and signature: GRCC Advisory Board Operating Agreement

**Executive Summary:**

Requesting review and signature of the GRCC Advisory Board Operating Agreement. Some minor changes have been made since the last agreement was signed: structural /formatting changes, and clarification of duties for the Advisory Board.

**References:**


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

**Prior Approvals:**

GRCC Advisory Board 02/07/2024

**Agenda Item Approved By:**

Each office may determine required signatures (if any). All items will be routed to the Chancellor’s Office

  
 Marlene Chavez-Toivanen, Ph.D.  
 Associate Campus Director & Vice President of Academic Affairs  
 NMSU Grants Community College

  
 Date

## **Agreement Pertaining to the Operation of Grants Community College**

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

### **Background**

- Grants 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 in coordinating 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)]<sup>1</sup>.

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

“*Chancellor*” means New Mexico State University’s Chancellor 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. Advisory Board may delegate to the Advisory Committee all functions and responsibilities of the Advisory Board, but has no authority to delegate its duty to certify any tax levy or election for a tax levy.

B. Duties. Under state law [§21-14-2(B)], the duties of the 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;

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

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 the 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 Advisory Board must meet as necessary to:
  - a. certify to the board of county commissioners the tax levy; and
  - b. conduct the election for tax levies for the Community College.
2. *Annual Activity.*
  - a. *Budget.* In addition, the Advisory Board, or the Advisory Committee if one has been formed, must:
    - i. review the annual operating budget of Community College for recommendation to the Regents; and
    - ii. upon request of either Party, meet at least once a year with the Regents.
  - b. *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 Advisory Board, the Community College Director, or the Chancellor may request any additional meeting as needed.
4. *Open Meetings Compliance.* Each applicable Party must conduct according to the New Mexico Open Meetings Act [§10-15-1 *et seq.*] any meeting that includes either the Regents or a quorum of any local school board.

II. **Community College Director.** Upon any applicable vacancy, Advisory Board and the Regents jointly must conduct a search for qualified candidates for Community College Director. Upon consultation with the Advisory Board, the Regents must then select a Community College Director. A Community College Director may oversee more than one campus.

III. **Regents Authority.** Unless this Agreement specifies otherwise, the 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)]. The Regents have discretion to delegate its full authority under this Agreement to the Chancellor.

IV. **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 from any local school system [§21-14-2(D)(5)].
- C. Credits. The Regents will honor all credits earned by students as though they were earned on the main campus [§21-14-2(D)(2)].

V. **Financial Matters.**

- A. Management. The Regents are responsible for the financial management of the Community College. The 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 Community College Director will prepare and present to Advisory Board a proposed annual budget including a long-range plan of the Community College and the status of each capital outlay project. The Advisory Board must review 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, and 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 its 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 constructing and equipping buildings and to make other real property improvements [§21-2A-6(A)].
    - b. **Taxes.** Any tax levied to pay for principal and interest on any general obligation bond of the Community College is in addition to any tax 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;
- c. assess to any non-resident of New Mexico tuition and fees at a higher rate than residents.

**VI. 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)].

**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. 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.

**IX. 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 ATTSTATION**

**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 Branch Community College Board (Advisory Board) of the Grants Community College duly approved this agreement at an official meeting on February 7, 2024 (date).

3-8-2024  
Date

  
Chair



**Board of Regents Meeting  
Meeting Date: March 11, 2024  
Agenda Item Cover Page**

**Agenda Item #: G-14**

- Action Item
- Consent Item
- Informational Item

**Presented By:** Matty Burns  
Chief of Staff, NMSU Foundation

**Agenda Item:**

Philanthropic naming of Gallery Space 409A in the Branson Library the **“John R. McFie Gallery of NMSU History”**

**Requested Action of the Board of Regents:**

Approval of naming of Gallery Space 409A in Branson Library the **“John R. McFie Gallery of NMSU History”**

**Executive Summary:**

The NMSU Foundation in partnership with the NMSU Library is seeking approval to establish the **“John R. McFie Gallery of NMSU History”** The naming of the office is in recognition of a gift of **\$200,000** to support the Archives and Special Collections program.

**References:**

Please see: John R. McFie Naming Memo and John R. McFie Naming Agreement.


**Prior Approvals:**

Approved by: NMSU Library, NMSU Naming Committee and the NMSU Foundation

**Agenda Item Approved By:**

Each office may determine required signatures (if any). All items will be routed to the Chancellor’s Office

  
 \_\_\_\_\_  
 Matty Burns  
 Chief of Staff, NMSU Foundation

  
 \_\_\_\_\_  
 Date



**MEMORANDUM**

**TO: NMSU Board of Regents**

**FROM: Kevin Comerford, Dean of Library, NMSU**

**DATE: January 4, 2024**

**SUBJECT: Philanthropic Naming for John R. McFie Gallery of NMSU History**

The NMSU Library is seeking approval to establish the “**John R. McFie Gallery of NMSU History**” which will be located within the fourth floor of the NMSU Branson Library. The naming of the Branson Library 409A Gallery Space is in recognition of a gift of **\$200,000** to support the John R. McFie Archives Endowed Fund. The John R. McFies Archives Endowed Fund provides support to the Archives and Special Collections program at the discretion of the Archives and Special Collections Department Head.

The conditions of this naming opportunity have been discussed and approved by both the NMSU Library and the NMSU Foundation and are outlined in a signed gift agreement with the donor, Foundation, the NMSU Naming Committee and NMSU Library. Dr. John Porter Bloom has fulfilled the pledge amount.

If this naming is approved by the Board of Regents, the naming will be publicly announced at a formal dedication. The NMSU Library and the University Architect’s office will work on the details of name placement and design.



**Board of Regents Meeting**  
**Meeting Date: March 11, 2024**  
**Agenda Item Cover Page**

**Agenda Item # G-15**

- Action Item
- Consent Item
- Informational Item

**Presented By:** Matty Burns  
Chief of Staff, NMSU Foundation

**Agenda Item:**

Philanthropic naming of a office space the 2<sup>nd</sup> Floor of the Thomas and Brown building **“The Gregory & Denise Benedict (1980 Electrical Engineering) Office”**

**Requested Action of the Board of Regents:**

Approval of naming of a office space on the 2<sup>nd</sup> floor of the Thomas and Brown building **“The Gregory & Denise Benedict (1980 Electrical Engineering) Office”**.

**Executive Summary:**

The NMSU Foundation in partnership with the College of Engineering is seeking approval to establish **“The Gregory & Denise Benedict (1980 Electrical Engineering) Office”** The naming of the office is in recognition of a gift of **\$37,500** to support the College of Engineering Thomas and Brown building renovation at New Mexico State University in Las Cruces, New Mexico.

**References:**

Please see: Gregory Benedict Naming Memo and Gregory Benedict Naming Agreement.

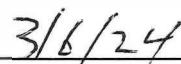
**Prior Approvals:**

Approved by: NMSU College of Engineering, the NMSU Naming Committee and the NMSU Foundation

**Agenda Item Approved By:**

Each office may determine required signatures (if any). All items will be routed to the President’s Office

  
\_\_\_\_\_  
Matty Burns  
Chief of Staff, NMSU Foundation

  
\_\_\_\_\_  
Date



## MEMORANDUM

**TO: NMSU Board of Regents**

**From: Dr. Lakshmi Reddi, Dean, NMSU Foundation**

**Date: January 29, 2024**

**Subject: Philanthropic Naming of office space in the Thomas and Brown building**

The NMSU Foundation in partnership with the College of Engineering is seeking approval to name a room in the Thomas and Brown building "**The Gregory & Denise Benedict (1980 Electrical Engineering) Office**", as recognition for a gift pledge of **\$37,500** to support the Thomas and Brown building renovation. The exact room number and location of the office will be identified upon completion of construction in collaboration with the College of Engineering, the Donors and the Foundation.

The conditions of this naming opportunity have been discussed and approved by the College of Engineering and the NMSU Foundation and are outlined in the signed gift agreement with the donor, Foundation and the College of Engineering. Gregory Benedict has already begun pledge payments, and the NMSU Foundation feels confident the full pledge amount will be paid.

If this naming is approved by the Board of Regents, the naming will be publicly announced at a formal dedication of the office. The College of Engineering and the University Architects office will work on the details of name placement and design.



**Board of Regents Meeting**  
**Meeting Date: March 11, 2024**  
**Agenda Item Cover Page**

**Agenda Item # G-16**

- Action Item
- Consent Item
- Informational Item

**Presented By:** Matty Burns  
Chief of Staff, NMSU Foundation

**Agenda Item:**

Philanthropic naming of a conference room on the 1<sup>st</sup> floor of the Thomas and Brown building "Grant W. Gray Conference Room".

**Requested Action of the Board of Regents:**

Approval of naming of a conference room on the 1<sup>st</sup> floor of the Thomas and Brown building "Grant W. Gray Conference Room".

**Executive Summary:**

The NMSU Foundation in partnership with the College of Engineering is seeking approval to establish "Grant W. Gray Conference Room" The naming of the office is in recognition of a gift of \$262,500 to support the College of Engineering Thomas and Brown building renovation at New Mexico State University in Las Cruces, New Mexico.

**References:**

Please see: Mike and Judy Johnson Philanthropic Naming Memo and Mike and Judy Johnson Naming Agreement.


**Prior Approvals:**

Approved by: NMSU College of Engineering, NMSU Naming Committee and the NMSU Foundation

**Agenda Item Approved By:**

Each office may determine required signatures (if any). All items will be routed to the President's Office

  
\_\_\_\_\_  
Matty Burns  
Chief of Staff, NMSU Foundation

  
\_\_\_\_\_  
Date



## MEMORANDUM

**TO: NMSU Board of Regents**

**From: Dr. Lakshmi Reddi, Dean, College of Engineering**

**Date: January 29, 2024**

**Subject: Philanthropic Naming of Conference Space in the Thomas and Brown building.**

The NMSU Foundation in partnership with the College of Engineering is seeking approval to name a conference room in the Thomas and Brown building "**Grant W. Gray Conference Room**", as recognition for a gift pledge of **\$262,500** to support the Thomas and Brown building renovation. The exact room number and location of the conference space will be identified upon completion of construction in collaboration with the College of Engineering, the Donors and the Foundation. The exact room number and location of the conference room will be identified upon completion of construction in collaboration with the College of Engineering, the Donors and the Foundation.

The conditions of this naming opportunity have been discussed and approved by the College of Engineering, the NMSU Naming Committee and the NMSU Foundation and are outlined in the signed gift agreement with the donor, Foundation and the College of Engineering. Mike and Judy Johnson have already begun pledge payments, and the NMSU Foundation feels confident the full pledge amount will be paid.

If this naming is approved by the Board of Regents, the naming will be publicly announced at a formal dedication of the conference room. The College of Engineering and the University Architects office will work on the details of name placement and design.



**Board of Regents Meeting**  
**Meeting Date: March 11, 2024**  
**Agenda Item Cover Page**

**Agenda Item # H-4**

- Action Item
- Consent Item
- Informational Item

**Presented By:** Interim Vice President D'Anne Stuart  
Chief Budget Officer Kimberly G. Rumford

**Agenda Item:**

Tuition and Fee Rates & Budget Guidelines for 2024-2025

**Requested Action of the Board of Regents:**

Approval of the Tuition and Fee Rates and Budget Guidelines for 2024-2025

**Executive Summary:**

In line with the annual budget development process, Administration will present recommended FY2024-2025 tuition and fee rates. Based on recommended tuition rate, each campus has provided preliminary sources and uses budget guidelines.

**References:**

N/A

**Prior Approvals:**

Regents Financial Strategies, Performance and Budget Committee 03/04/2024

**New Mexico State University - Las Cruces**  
**Required Fees - FY24 Fee Allocations & FY25 Requests**  
**Recommend 3% increase in the required fee rate**  
**DRAFT Pending BOR Approval**

	Budgeted Fee Allocation FY2023-2024	Adjustments	Budgeted Fee Allocation FY2024-2025	% Incr (Decr) from FY24 Allocation
Equipment Fee	600,000	-	\$ 600,000	0.0%
Corbett Center	1,001,124	10,011	1,011,135	1.0%
Golf Course	222,829	175	223,004	0.1%
Special Events	1,117,628	-	1,117,628	0.0%
Aquatic Center	410,322	3,243	413,565	0.8%
Activity Center Operations	697,840	21,131	718,971	3.0%
Intramurals	89,867	-	89,867	0.0%
Health Services	2,695,197	165,536	2,860,733	6.1%
Health Services - OHP	72,065	4,584	76,649	6.4%
Tennis Center	101,813	2,082	103,895	2.0%
Athletics	3,581,669	100,449	3,682,118	2.8%
Construction Bonds : Debt Service	3,600,000	-	3,600,000	0.0%
ASNMSU Student Activity	676,974	50,000	726,974	7.4%
ASNMSU Endowment	25,000	-	25,000	0.0%
ASNMSU Cardinal (Bldg Maint)	20,000	-	20,000	0.0%
Campus Tutoring Service	90,281	-	90,281	0.0%
Pride Band	74,012	-	74,012	0.0%
Education Abroad	40,700	-	40,700	0.0%
NMSU Cheerleaders	60,000	-	60,000	0.0%
Transit	248,270	70,251	318,521	28.3%
ICT	1,426,205	16,746	1,442,951	1.2%
Student Media	144,273	-	144,273	0.0%
Library	336,343	17,781	354,124	5.3%
Student Involvement and Leadership	88,821	15,000	103,821	16.9%
Fraternity & Sorority Life	22,000	-	22,000	0.0%
Leadership and Engagement	1,560	24,638	26,198	1579.4%
Student Life	769,596	44,804	814,400	5.8%
<b>Total Required Fees</b>	<b>\$ 18,214,389</b>	<b>\$ 546,431</b>	<b>\$ 18,760,820</b>	<b>3.0%</b>

Rate per Credit hour

**\$ 57.66**

**\$ 59.39**

**3.0%**

**Notes for Recurring Adjustments:**

Compensation 3%	\$ 209,666	38.4%
Fringe Rate Increase 2.75%	\$ 159,550	29.2%
Tennis Center - Student wage increase	\$ 810	0.1%
ASNMSU - Operations	\$ 50,000	9.2%
Transit - Operations	\$ 69,950	12.8%
Library - Materials and operating hours	\$ 16,817	3.1%
Student Involvement and Leadership Program - Crimson Connection	\$ 15,000	2.7%
Leadership and Engagement - Leadership development	\$ 24,638	4.5%
Total Adjustments	<u>\$ 546,431</u>	<u>100.0%</u>

**New Mexico State University - Las Cruces**  
**Required Fees - FY24 Fee Allocations & FY25 Requests**  
**Recommend 2% increase in the required fee rate**  
**DRAFT Pending BOR Approval**

	Budgeted Fee Allocation FY2023-2024	Adjustments	Budgeted Fee Allocation FY2024-2025	% Incr (Decr) from FY24 Allocation
Equipment Fee	600,000	-	\$ 600,000	0.0%
Corbett Center	1,001,124	9,903	1,011,027	1.0%
Golf Course	222,829	175	223,004	0.1%
Special Events	1,117,628	-	1,117,628	0.0%
Aquatic Center	410,322	3,219	413,541	0.8%
Activity Center Operations	697,840	20,895	718,735	3.0%
Intramurals	89,867	-	89,867	0.0%
Health Services	2,695,197	163,211	2,858,408	6.1%
Health Services - OHP	72,065	4,504	76,569	6.2%
Tennis Center	101,813	2,082	103,895	2.0%
Athletics	3,581,669	98,230	3,679,899	2.7%
Construction Bonds : Debt Service	3,600,000	-	3,600,000	0.0%
ASNMSU Student Activity	676,974	-	676,974	0.0%
ASNMSU Endowment	25,000	-	25,000	0.0%
ASNMSU Cardinal (Bldg Maint)	20,000	-	20,000	0.0%
Campus Tutoring Service	90,281	-	90,281	0.0%
Pride Band	74,012	-	74,012	0.0%
Education Abroad	40,700	-	40,700	0.0%
NMSU Cheerleaders	60,000	-	60,000	0.0%
Transit	248,270	298	248,568	0.1%
ICT	1,426,205	16,546	1,442,751	1.2%
Student Media	144,273	-	144,273	0.0%
Library	336,343	953	337,296	0.3%
Student Involvement and Leadership	88,821	-	88,821	0.0%
Fraternity & Sorority Life	22,000	-	22,000	0.0%
Leadership and Engagement	1,560	-	1,560	0.0%
Student Life	769,596	44,272	813,868	5.8%
<b>Total Required Fees</b>	<b>\$ 18,214,389</b>	<b>\$ 364,288</b>	<b>\$ 18,578,677</b>	<b>2.0%</b>

Rate per Credit hour

**\$ 57.66**

**\$ 58.81**

**2.0%**

**Notes for Recurring Adjustments:**

Compensation 3%	\$ 203,928	56.0%
Fringe Rate Increase 2.75%	\$ 159,550	43.8%
Tennis Center - Student wage increase	\$ 810	0.2%
<b>Total Adjustments</b>	<b>\$ 364,288</b>	<b>100.0%</b>



**Table Reflects 0% Tuition with Fee Increase**

<b>Undergraduate</b>								
			<b>3% Fee Increase</b>			<b>2% Fee Increase</b>		
<i>Resident Students</i>		<b>FY24</b>	<b>FY25 Proposed</b>	<b>\$ Increase</b>	<b>% Increase</b>	<b>FY25 Proposed</b>	<b>\$ Increase</b>	<b>% Increase</b>
UG Part Time (Per CH) Rate (Up to 14 CR)	Tuition	261.80	261.80	-	0.0%	261.80	-	0.0%
	Fee	57.66	59.39	1.73	3.0%	59.39	1.15	2.0%
	<b>Tuition and Fee</b>	<b>319.46</b>	<b>321.19</b>	<b>1.73</b>	<b>0.5%</b>	<b>321.19</b>	<b>1.15</b>	<b>0.4%</b>
Flat Rate (15 credits and above)		<b>FY24</b>	<b>FY25 Proposed</b>	<b>\$ Increase</b>	<b>% Increase</b>	<b>FY25 Proposed</b>	<b>\$ Increase</b>	<b>% Increase</b>
	Tuition	3,364.10	3,364.10	-	0.0%	3,364.10	-	0.0%
	Fee	864.90	890.85	25.95	3.0%	890.85	17.25	2.0%
	<b>Tuition and Fee</b>	<b>4,229.00</b>	<b>4,254.95</b>	<b>25.95</b>	<b>0.6%</b>	<b>4,254.95</b>	<b>17.25</b>	<b>0.4%</b>
135 Mile Texas Hourly Rate (1-14)		<b>FY24</b>	<b>FY25 Proposed</b>	<b>\$ Increase</b>	<b>% Increase</b>	<b>FY25 Proposed</b>	<b>\$ Increase</b>	<b>% Increase</b>
	Tuition	287.98	287.98	-	0.0%	287.98	-	0.0%
	Fee	57.66	59.39	1.73	3.0%	59.39	1.15	2.0%
	<b>Tuition and Fee</b>	<b>345.64</b>	<b>347.37</b>	<b>1.73</b>	<b>0.5%</b>	<b>347.37</b>	<b>1.15</b>	<b>0.3%</b>
135 Mile Texas Flat Rate (15 credits)		<b>FY24</b>	<b>FY25 Proposed</b>	<b>\$ Increase</b>	<b>% Increase</b>	<b>FY25 Proposed</b>	<b>\$ Increase</b>	<b>% Increase</b>
	Tuition	3,700.51	3,700.51	-	0.0%	3,700.51	-	0.0%
	Fee	864.90	890.85	25.95	3.0%	890.85	17.25	2.0%
	<b>Tuition and Fee</b>	<b>4,565.41</b>	<b>4,591.36</b>	<b>25.95</b>	<b>0.6%</b>	<b>4,591.36</b>	<b>17.25</b>	<b>0.4%</b>
<i>Non-Resident</i>								
Rate per Credit (1-6 Credits)		<b>FY24</b>	<b>FY25 Proposed</b>	<b>\$ Increase</b>	<b>% Increase</b>	<b>FY25 Proposed</b>	<b>\$ Increase</b>	<b>% Increase</b>
	Tuition	327.25	327.25	-	0.0%	327.25	-	0.0%
	Fee	57.66	59.39	1.73	3.0%	59.39	1.15	2.0%
	<b>Tuition and Fee</b>	<b>384.91</b>	<b>386.64</b>	<b>1.73</b>	<b>0.4%</b>	<b>386.64</b>	<b>1.15</b>	<b>0.3%</b>
Rate per Credit (1-14 Credits) when enrolled in >6 credits		<b>FY24</b>	<b>FY25 Proposed</b>	<b>\$ Increase</b>	<b>% Increase</b>	<b>FY25 Proposed</b>	<b>\$ Increase</b>	<b>% Increase</b>
	Tuition	975.30	975.30	-	0.0%	975.30	-	0.0%
	Fee	57.66	59.39	1.73	3.0%	59.39	1.15	2.0%
	<b>Tuition and Fee</b>	<b>1,032.96</b>	<b>1,034.69</b>	<b>1.73</b>	<b>0.2%</b>	<b>1,034.69</b>	<b>1.15</b>	<b>0.1%</b>
Flat Rate (15 credits and above)		<b>FY24</b>	<b>FY25 Proposed</b>	<b>\$ Increase</b>	<b>% Increase</b>	<b>FY25 Proposed</b>	<b>\$ Increase</b>	<b>% Increase</b>
	Tuition	12,527.30	12,527.30	-	0.0%	12,527.30	-	0.0%
	Fee	864.90	890.85	25.95	3.0%	890.85	17.25	2.0%
	<b>Tuition and Fee</b>	<b>13,392.20</b>	<b>13,418.15</b>	<b>25.95</b>	<b>0.2%</b>	<b>13,418.15</b>	<b>17.25</b>	<b>0.1%</b>

NMSU - Las Cruces

Proposed Increase of 0% for Resident and Non-Resident Tuition with Fee Increase

0% Increase for NMSU Online

Graduate								
		FY24	3% Fee Increase			2% Fee Increase		
<i>Resident Students</i>		FY24	FY25 Proposed	\$ Increase	% Increase	FY25 Proposed	\$ Increase	% Increase
Part Time (Per CH) Rate (Up to 14 CR)	Tuition	287.80	287.80	-	0.0%	287.80	-	0.0%
	Fee	57.66	59.39	1.73	3.0%	59.39	1.15	2.0%
	<b>Tuition and Fee</b>	<b>345.46</b>	<b>347.19</b>	<b>1.73</b>	<b>0.5%</b>	<b>347.19</b>	<b>1.15</b>	<b>0.3%</b>
Flat Rate (15 credits and above)		<b>FY24</b>	<b>FY25 Proposed</b>	<b>\$ Increase</b>	<b>% Increase</b>	<b>FY25 Proposed</b>	<b>\$ Increase</b>	<b>% Increase</b>
	Tuition	3,697.90	3,697.90	-	0.0%	3,697.90	-	0.0%
	Fee	864.90	890.85	25.95	3.0%	890.85	17.25	2.0%
	<b>Tuition and Fee</b>	<b>4,562.80</b>	<b>4,588.75</b>	<b>25.95</b>	<b>0.6%</b>	<b>4,588.75</b>	<b>17.25</b>	<b>0.4%</b>
135 Mile Texas Hourly Rate (1-14)		<b>FY24</b>	<b>FY25 Proposed</b>	<b>\$ Increase</b>	<b>% Increase</b>	<b>FY25 Proposed</b>	<b>\$ Increase</b>	<b>% Increase</b>
	Tuition	316.58	316.58	-	0.0%	316.58	-	0.0%
	Fee	57.66	59.39	1.73	3.0%	59.39	1.15	2.0%
	<b>Tuition and Fee</b>	<b>374.24</b>	<b>375.97</b>	<b>1.73</b>	<b>0.5%</b>	<b>375.97</b>	<b>1.15</b>	<b>0.3%</b>
135 Mile Texas Flat Rate (15 credits)		<b>FY24</b>	<b>FY25 Proposed</b>	<b>\$ Increase</b>	<b>% Increase</b>	<b>FY25 Proposed</b>	<b>\$ Increase</b>	<b>% Increase</b>
	Tuition	4,067.69	4,067.69	-	0.0%	4,067.69	-	0.0%
	Fee	864.90	890.85	25.95	3.0%	890.85	17.25	2.0%
	<b>Tuition and Fee</b>	<b>4,932.59</b>	<b>4,958.54</b>	<b>25.95</b>	<b>0.5%</b>	<b>4,958.54</b>	<b>17.25</b>	<b>0.3%</b>
<i>Non-Resident</i>								
Rate per Credit (1-6 Credits)		<b>FY24</b>	<b>FY25 Proposed</b>	<b>\$ Increase</b>	<b>% Increase</b>	<b>FY25 Proposed</b>	<b>\$ Increase</b>	<b>% Increase</b>
	Tuition	359.75	359.75	-	0.0%	359.75	-	0.0%
	Fee	57.66	59.39	1.73	3.0%	59.39	1.15	2.0%
	<b>Tuition and Fee</b>	<b>417.41</b>	<b>419.14</b>	<b>1.73</b>	<b>0.4%</b>	<b>419.14</b>	<b>1.15</b>	<b>0.3%</b>
Rate per Credit (1-14 Credits) when enrolled in >6 credits		<b>FY24</b>	<b>FY25 Proposed</b>	<b>\$ Increase</b>	<b>% Increase</b>	<b>FY25 Proposed</b>	<b>\$ Increase</b>	<b>% Increase</b>
	Tuition	1,001.30	1,001.30	-	0.0%	1,001.30	-	0.0%
	Fee	57.66	59.39	1.73	3.0%	59.39	1.15	2.0%
	<b>Tuition and Fee</b>	<b>1,058.96</b>	<b>1,060.69</b>	<b>1.73</b>	<b>0.2%</b>	<b>1,060.69</b>	<b>1.15</b>	<b>0.1%</b>
Flat Rate (15 credits and above)		<b>FY24</b>	<b>FY25 Proposed</b>	<b>\$ Increase</b>	<b>% Increase</b>	<b>FY25 Proposed</b>	<b>\$ Increase</b>	<b>% Increase</b>
	Tuition	12,859.50	12,859.50	-	0.0%	12,859.50	-	0.0%
	Fee	864.90	890.85	25.95	3.0%	890.85	17.25	2.0%
	<b>Tuition and Fee</b>	<b>13,724.40</b>	<b>13,750.35</b>	<b>25.95</b>	<b>0.2%</b>	<b>13,750.35</b>	<b>17.25</b>	<b>0.1%</b>

NMSU Online with 0% Tuition Increase					
		FY24	FY25 Proposed	\$ Increase	% Increase
Undergraduate Rate per Credit Hour	Tuition	395.40	395.40	-	0.0%
Graduate Rate per Credit Hour	Tuition	444.40	444.40	-	0.0%
Military	Tuition	250.00	250.00	-	0.0%

**NMSU - Branch Campuses**

**Proposed Increase of 0% for Resident and Non-Resident Tuition with Fee Increase**

<b>NMSU Alamogordo Tuition &amp; Fee Rates - Current and Proposed</b>											
	<b>2023-2024 Actual Tuition and Fees</b>					<b>2024-2025 Proposed Tuition and Fees</b>				Full-Time Proposed Increase	Percentage Change
	Tuition	Fees	Total	Full-Time Tuition & Fees		Tuition	Fees	Total	Full-Time Tuition & Fees		
Resident In-District	81	8	89	1,068		81	8	89	1,068	-	0.0%
Resident Out-District	97	8	105	1,260		97	8	105	1,260	-	0.0%
Non-resident	225	8	233	2,796		225	8	233	2,796	-	0.0%

**Operational Mil Levy = 1 mil**

<b>NMSU Dona Ana Tuition &amp; Fee Rates - Current and Proposed</b>											
	<b>2023-2024 Actual Tuition and Fees</b>					<b>2024-2025 Proposed Tuition and Fees</b>				Full-Time Proposed Increase	Percentage Change
	Tuition	Fees	Total	Full-Time Tuition & Fees		Tuition	Fees	Total	Full-Time Tuition & Fees		
Resident In-District	68.50	8.25	76.75	921.00		68.50	8.25	76.75	921.00	-	0.0%
Resident Out-District	85.00	8.25	93.25	1,119.00		85.00	8.25	93.25	1,119.00	-	0.0%
Non-resident	236.75	8.25	245.00	2,940.00		236.75	8.25	245.00	2,940.00	-	0.0%

**Operational Mil Levy = 1.25 mils**

<b>NMSU Grants Tuition &amp; Fee Rates - Current and Proposed</b>											
	<b>2023-2024 Proposed Tuition and Fees</b>					<b>2024-2025 Proposed Tuition and Fees</b>				Full-Time Proposed Increase	Percentage Change
	Tuition	Fees	Total	Full-Time Tuition & Fees		Tuition	Fees	Total	Full-Time Tuition & Fees		
Resident In-District	81	8	89	1,068		81	8	89	1,068	-	0.0%
Resident Out-District	91	8	99	1,188		91	8	99	1,188	-	0.0%
Non-resident	170	8	178	2,136		170	8	178	2,136	-	0.0%

**Operational Mil Levy = 1 mil**

Las Cruces Campus  
 FY25 Instruction and General Budget Guidelines

	FY24 Budget	Estimated FY25 Budget
<b>Revenues/Sources</b>		
<b>Tuition and Fees Income (Exh 3)</b>	<b>101,375,789</b>	<b>101,375,789</b>
Global Enrollment Increase		6,300,000 a
Traditional Enrollment Change (no change)		-
Tuition Rate Increase (no change)		-
<b>State Appropriations (Exh 4)</b>	<b>158,458,100</b>	<b>158,458,100</b>
I&G Formula Funding Increase (1.8%)		2,726,100
Compensation (3% across the board)		4,927,100 b
Compensation - Faculty Specific		1,370,400 c
Compensation - Graduate Assistants		616,700 d
Student Support (wrap around services)		587,300 e
Insurance Benefit Adjustment		250,000
Designated Appropriations +/- Specials		
RPSP Roll Up Change		100,000 f
<b>Federal Govt G &amp; C (Exh 5)</b>	<b>134,000</b>	<b>134,000</b>
<b>Endow, Land &amp; Perm Fund Income (Exh 7)</b>	<b>3,397,136</b>	<b>3,997,136</b>
<b>Sales &amp; Services of Educ Activities (Exh 8)</b>	<b>532,500</b>	<b>532,500</b>
<b>Other Sources (Exh 9)</b>	<b>19,702,200</b>	<b>19,702,200</b>
<b>Total Revenues/Sources</b>	<b>283,599,725</b>	<b>301,077,325</b>
<b>Expenditures/Uses</b>		
<b>Base Allocation to Units</b>	<b>238,364,530</b>	<b>238,364,530</b>
AES transfer converted to I&G		634,900 g
Restructure savings & unallocated to deficit		(1,044,000) h
<b>Compensation</b>		
Cost of Compensation @3% - I&G regular positions		5,250,000 b
Compensation - Faculty Specific		1,370,400 c
Compensation - Graduate Assistants		616,700 d
Promotion and Tenure		406,400
Fringe Benefit Increase from 36% to 38.75%		1,358,000
<b>Designated Appropriations</b>		
Student Support (wrap around services)		587,300 e
Other Designated Appropriations +/- Specials		(1,595,900)
<b>Priorities</b>		
Compensation; GA support; Compliance		1,488,800
NMSU Global		6,300,000 a
<b>FY24 Deficit</b>	<b>(3,893,255)</b>	<b>(3,893,255)</b>
Position elimination		1,044,000 h
<b>Net Transfers Out</b>	<b>50,724,350</b>	<b>50,724,350</b>
AES transfer converted to I&G		(634,900) g
I&G State Appropriations RPSP Roll Up Change		100,000 f
<b>Total Expenditures/Uses</b>	<b>285,195,625</b>	<b>301,077,325</b>
<b>I&amp;G Surplus/Deficit</b>	<b>(1,595,900)</b>	<b>-</b>

**New Mexico State University Alamogordo  
FY25 Instruction and General Budget Guidelines**

	FY24 Budget	Estimated FY25 Budget
<b>Revenues/Sources</b>		
<b>Tuition and Fees Income (Exh 3)</b>	<b>1,490,860</b>	<b>1,490,860</b>
FY25 Enrollment Change (3.6% incr.)		79,750
FY25 Tuition Rate Increase (no change)		
<b>State Govt Appropriations (Exh 4)</b>	<b>8,419,500</b>	<b>8,419,500</b>
FY24 Nursing Jr. Bills (Non-Recurring Funding)	350,000	
FY25 Nursing Jr. Bills (Non-Recurring Funding)		360,000 a
I&G State Appropriations (0.4%)		33,200
I&G State Appropriations - Compensation (3%)		185,900 b
I&G State Appropriations - Compensation Faculty Special		76,600 c
I&G State Appropriations - Student Support		32,800 d
<b>Local Govt Appropriations</b>	<b>827,090</b>	<b>880,640</b>
<b>Federal Govt Appropriations</b>	<b>1,040</b>	<b>1,105</b>
<b>Other Sources (Exh 9)</b>	<b>80,176</b>	<b>179,005</b>
<b>Total Revenues/Sources</b>	<b>11,168,666</b>	<b>11,739,360</b>
<b>Expenditures/Uses</b>		
<b>Base Allocation to Units</b>	<b>10,903,009</b>	<b>10,903,009</b>
<b>Compensation</b>		
Cost of Compensation (3%)		128,608 b
Associated Fringes to Comp.		49,836 b
Faculty Special Appropriation		76,600 c
Promotion and Tenure		20,260
Associated Fringe to Promotions		7,851
Fringe Benefit Increase from 36% to 38.75%		298,912
<b>Desinated Appropriations</b>		
I&G Appropriation - Student Support (Institutionalized positions)		32,800 d
I&G State Appropriations Jr. Bills (FY24 vs FY25)		10,000 a
<b>New Positions/Reduction in Positions</b>		
English Instructor		65,000
Nursing Instructor		65,000
Allied Health Coord.		75,000
Advisor		42,230
Financial Aid Specialist		39,140
Student Services Customer Support		31,321
Title V Grant Institutionalization of Positions		28,057
Business Office Staff		33,514
Security Officer		33,280
President & Misc. Salary Savings		(176,098)
<b>Increase in Workstudy Salaries</b>		60,700
<b>Increase in PT Faculty Salaries &amp; Overloads</b>		12,296
<b>Increase in Travel Expenses</b>		28,200
<b>Decrease in Supplies and Expenses (Operating funds)</b>		(356,053)
<b>Net Transfers Out</b>	<b>265,657</b>	<b>229,897</b>
<b>Total Expenditures/Uses</b>	<b>11,168,666</b>	<b>11,739,360</b>
<b>I&amp;G Surplus/Deficit</b>	<b>-</b>	<b>-</b>

**New Mexico State University Dona Ana  
 FY25 Instruction and General Budget Guidelines**

	FY24 Budget	Estimated FY25 Budget
<b>Revenues/Sources</b>		
Tuition and Fees Income (Exh 3)	11,559,760	11,559,760
FY25 Enrollment Change		342,783
FY25 Tuition Rate Increase (no change)		-
State Govt Appropriations (Exh 4)	29,160,700	29,160,700
I&G State Appropriations (1.2%)		340,800
I&G State Appropriations - Compensation (3%)		841,900 a
I&G State Appropriations - Compensation Faculty Special		254,500 b
I&G State Appropriations - Student Support		109,100 c
Local Govt Appropriations	6,690,000	6,890,000
Federal Govt Appropriations	500	500
Sales and Services	51,500	51,500
Other Sources (Exh 9)	357,711	432,711
<b>Total Revenues/Sources</b>	<b>47,820,171</b>	<b>49,984,254</b>
<b>Expenditures</b>		
Base Allocation to Units	46,950,980	46,950,980
Compensation		
Cost of Compensation (3%)		917,414 a
Faculty Special Appropriation		254,500 b
Fringe Benefit Increase from 36% to 38.75%		753,440
Appropriations		
I&G Appropriation - Student Support		109,100 c
Inflationary Adjustments ( <i>Institutional Support/Plant O&amp;M</i> )		129,629
<b>Net Tra Fringe Benefit Increase from 36% to 38.75%</b>	<b>869,191</b>	<b>869,191</b>
<b>Total Expenditures/Uses</b>	<b>47,820,171</b>	<b>49,984,254</b>
<b>I&amp;G Surplus/(Deficit)</b>	<b>-</b>	<b>-</b>

**New Mexico State University Grants  
FY25 Instruction and General Budget Guidelines**

	FY24 Budget	Estimated FY25 Budget
<b>Revenues/Sources</b>		
Tuition and Fees Income (Exh 3)	1,123,600	1,123,600
FY25 Enrollment Change (no change)		-
FY25 Tuition Rate Increase (no change)		-
State Govt Appropriations (Exh 4)	4,267,000	4,267,000
I&G State Appropriations (0.6%)		24,400
I&G State Appropriations - Compensation (3%)		90,000 a
I&G State Appropriations - Compensation Faculty Special		37,400 b
I&G State Appropriations - Student Support		16,000 c
Local Govt Appropriations	300,000	300,000
Federal Govt Appropriations	350	350
Other Sources (Exh 9)	156,360	156,360
<b>Total Revenues/Sources</b>	<b>5,847,310</b>	<b>6,015,110</b>
<b>Expenditures/Uses</b>		
Base Allocation to Units	6,310,384	6,310,384
Compensation		
Cost of Compensation (3%)		90,000 a
Faculty Special Appropriation		33,581 b
Promotion and Tenure		3,819 b
Fringe Benefit Increase from 36% to 38.75%		24,400
Appropriations		
I&G Appropriation - Student Support		16,000 c
I&G State Appropriations +/- Specials		(625,000)
Reduction from vacant position elimination		(145,741)
<b>Net Transfers Out</b>	<b>307,667</b>	<b>307,667</b>
Promotion and Tenure		
<b>Total Expenditures/Uses (Fringe Benefit Increase from 36% to 38.75%)</b>	<b>6,618,051</b>	<b>6,015,110</b>
<b>I&amp;G Surplus/Deficit</b>	<b>(770,741)</b>	<b>-</b>



**Board of Regents Meeting**  
**Meeting Date: March 11, 2024**  
**Agenda Item Cover Page**

**Agenda Item # H-5**

Action Item

**Presented By:** Auxiliary Operations Officer Ophelia Watkins

Consent Item

Informational Item

**Agenda Item:** Parking, Housing, and Meal rates for FY2024-2025

**Requested Action of the Board of Regents:** Approval of Parking, Housing and Meal rates for FY2024-2025.

**Executive Summary:** In line with the annual budget development process, Administration will provide Parking, Housing and Meal rates for FY2024-2025.

**References:**

**Prior Approvals:**

*Regents Financial Strategies, Performance and Budget Committee – 03/04/2024*



# FY2024-2025 Parking, Housing and Meal Rates

BOARD OF REGENTS

Monday, March 11, 2024

Ophelia Watkins

*Auxiliary Operations Officer*

Phillip Robles

*Director, Auxiliary Business Support*

The logo for New Mexico State University, featuring the letters "NM" stacked above "STATE" in a white serif font, enclosed within a white square that is itself centered within a larger maroon square.

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**New Mexico State University**

# Rate Request Summary

- **Parking – No Increase**

- No increase requested pending the university master planning process, which will directly impact parking lot inventory.

- **Housing – No Increase**

- Approved multi-year rate structure for FY22-FY25 including an annual inflationary increase up to 3%.
- Investment in inventory and increase in demand resulted in increased revenue.
- Inflationary increase is not needed for FY25.

- **Meal Plans – Contractual Increase**

- Meal Plan rate increase is contractually based on Bureau of Labor Statistics, CPI, West Region, Food Away From Home as of January 2024. Inflationary factor is 5.3%.
- CPI is not applied to Dining Dollars resulting in an effective FY25 rate increase of 4.6% for mandatory meal plans.



# FY25 Meal Plan Rates – Contractual

Meal Plan <sup>(1)</sup>	# of Meals per Week (16 wks in total)	Aggie Dining Dollars	FY24 Rate	FY25 Rate (Proposed)	FY24 Rate Less Aggie Dining Dollars	FY25 Rate (Proposed) Less Aggie Dining Dollars	% Increase Adjusted for Dining Dollars <sup>(2)</sup>	\$ Increase Per Semester	Cost per Meal	Cost per Day (based on 112 Days in Semester)
<b>Required Meal Plans for On-Campus Freshmen</b>										
Platinum Premium <i>Includes 3 Premium "+Plus Packages"</i>	21 per week (336 total)	\$350	\$2,760	\$2,888	\$2,410	\$2,538	4.6%	\$128	\$7.55	\$22.66
Classic Crimson <i>Includes 1 Basic "+Plus Package"</i>	17 per week (272 total)	\$200	\$2,485	\$2,600	\$2,285	\$2,406	4.6%	\$115	\$8.85	\$21.48
Hometown Aggies	10 per week (160 total)	\$100	\$1,910	\$1,998	\$1,810	\$1,906	4.6%	\$88	\$11.91	\$17.02
<b>Voluntary Meal Plans</b>										
Block 150	150	\$0	\$1,620	\$1,706	\$1,620	\$1,706	5.3%	\$86	\$11.37	
Block 75	75	\$0	\$840	\$885	\$840	\$885	5.3%	\$45	\$11.79	
Block 35	35	\$0	\$405	\$426	\$405	\$426	5.3%	\$21	\$12.18	

(1) All figures are calculated using semester rates

(2) FY25 rate increase was calculated by adjusting the rate for Aggie Dining Dollars. Example: Total cost of Platinum Premium was \$2,760 in FY24. To calculate FY25 rate, we reduced the cost of the plan by the value of dining dollars (\$2,760 - \$350 = \$2,410) and increasing by the contractual rate of 5.3% (\$2,410 \* 1.053 = \$2,537.73) and rounding to the nearest dollar.



# Peer Institution Rate Comparison

Premium / Unlimited Plans <sup>(1)</sup>	Plan Details	Est. # of Meals <sup>(2)(3)</sup>	Add-ons	Semester	Dining Dollars in Plan	Total Cost Less Dining Dollars	% increase <sup>(4)</sup>	Cost Per Meal	Cost Per Day (based on 112 days)
University of Wyoming	Unlimited	336		\$3,905	\$75	\$3,830	2.8%	\$11.40	\$34.20
University of Nevada-Reno	Unlimited	336		\$3,338	\$200	\$3,138	6.0%	\$9.34	\$28.01
Kansas State University	Unlimited	336	5% discount at retail 5 guest passes	\$2,685	\$0	\$2,685	4.2%	\$7.99	\$23.97
New Mexico State University	Unlimited	336	3 premium subscriptions	\$2,888	\$350	\$2,538	4.6%	\$7.55	\$22.66
University of Idaho	Unlimited	336	4 weekly Gold Meals	\$2,715	\$225	\$2,490	N/A	\$7.41	\$22.23
University of New Mexico - Cherry Unlimited <sup>(4)</sup>	Unlimited	336	3 on-the-go swipes daily 8 guest passes	\$2,600	\$200	\$2,400	N/A	\$7.14	\$21.43
New Mexico Highlands	19 Meal/week	304		\$2,744	\$355	\$2,389	N/A	\$7.86	\$21.33
Western New Mexico University	19 Meal/week	304		\$2,475	\$175	\$2,300	N/A	\$7.57	\$20.54
New Mexico Tech	Unlimited	336		\$2,378	\$150	\$2,228	N/A	\$6.63	\$19.89
Iowa State University	Unlimited	336	20 Flex Meals 2 GET & GO per day	\$2,432	\$250	\$2,182	N/A	\$6.49	\$19.48
Eastern New Mexico University	Unlimited	336		\$2,236	\$150	\$2,086	N/A	\$6.21	\$18.63
Utah State University	Unlimited	336		\$2,090	\$100	\$1,990	N/A	\$5.92	\$17.77
<b>Average</b>				<b>\$2,707</b>	<b>\$186</b>	<b>\$2,521</b>		<b>\$7.63</b>	<b>\$22.51</b>

(1) UTEP and Oklahoma State University are not listed because they do not offer unlimited plans

(2) A semester is reflected as 16 weeks for the purpose of calculating the number of meals per semester.

(3) For institutions that do not specify a number of meals as a basis for their unlimited plans, assume 336 (approx. 21 meals/week for 16 weeks).

(4) N/A indicates FY25 rate not yet available



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**Board of Regents Meeting**  
**Meeting Date: March 11, 2024**  
**Agenda Item Cover Page**

**Agenda Item # H-6**

- Action Item
- Consent Item
- Informational Item

**Presented By:** Ammu Devasthali  
Chair  
Board of Regents

**Agenda Item:** Election of Officers

**Requested Action of the Board of Regents:** Election of Officers of the Board of Regents

**Executive Summary:**

The Board will elect a president, a president pro tem, and a secretary-treasurer. The president and president pro tem shall be referred to as the chair and vice chair of the Board, so as to not be confused with executive administrators. The person elected as secretary-treasurer shall, before entering upon the discharge of the duties, execute a bond to the state of New Mexico, to be approved by the governor of the state, and filed with the secretary of state, as required by statute. [NMSA 1978 §21-7-5 requirement satisfied by the blanket bond provide through the New Mexico Risk Management Division, per NMSA 1978 §10-2-15]

The election of officers will proceed with call for nominations from the floor starting with the chair, followed by the vice chair, and then the secretary-treasurer, consistent with Robert's Rules of Order.

**References:**

RPM 1.00-B (Article 3.2) – Bylaws of the Regents of New Mexico State University

**Prior Approvals:**

N/A



**Board of Regents Meeting**  
**Meeting Date: March 11, 2024**  
**Agenda Item Cover Page**

**Agenda Item # I-1**

- 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 November 1, 2023 – December 31, 2023.

**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.



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**INFORMATIONAL REPORT  
SUMMARY OF ARP REVISIONS (PERIOD: 11/01/2023-12/31/2023)**

This informational report is submitted pursuant to ARP 1.10 (Part 5.5.B.) and includes a summary of approved policy actions between November 1, 2023, through December 31, 2023.

**AMENDMENT:**

ARP 9.01 – Staff Probationary Period, upon approval by the President the operational policy was amended effective December 05, 2023. Requested amendment eliminates the requirement for employees who voluntarily accept a new job, promotion, or transfer within NMSU to serve an additional probationary period. The amendment eliminates the language providing for extension of the initial probationary period if deemed necessary by the President(chancellor) during times of planning for significant budget reductions or other financial uncertainty.

ARP 9.05 – Staff Performance Evaluation, upon approval by the President the operational policy was amended effective December 05, 2023. Amendment was requested to provide clarification of the annual performance evaluation purpose, circumstances under which an evaluation should be performed, the frequency, and submission methods. Requested amendment eliminates the need for a second level approval for each completed evaluation and no longer requires the supervisor’s signature on a performance evaluation designated to another responsible official. Requested amendment eliminates requirement to provide the employee 10 working days for review of the completed performance evaluation and employees are no longer restricted to 15 days in which they can provide an addendum to their performance evaluation. Language was added to clarify that employees with status as probationary or temporary have no performance evaluation appeal or grievance rights.



**Board of Regents Meeting**  
**Meeting Date: March 11, 2024**  
**Agenda Item Cover Page**

**Agenda Item # J**

- 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

March 11, 2024

#### **Secretary's/Director's Office**

The 2024 legislative session resulted in good news as a fiscal year 2025 budget for New Mexico Department of Agriculture (NMDA) of nearly \$28.66 million was approved – a 6% increase over our current FY24. The increase includes a new base that reflects \$633,000 for Double Up Food Bucks, \$200,000 for the Approved Supplier Program, and \$166,800 for the Food Hunger Initiative FTE which were transferred from the Department of Finance Administration, as well as a \$956,000 base increase for NMDA operations. In addition to this, Senate Bill 275 - Capital Outlay bill, allocated \$7 million toward the construction of NMDA's new building and \$1,095,000 for 11 soil and water conservation district projects in nine counties. *\*All legislation, including the budget and capital outlay bills, are contingent on being signed into law by Governor Michelle Lujan Grisham. The deadline for bills to be signed is March 6, 2024.*

#### **New Mexico and the Environment**

##### **Red Imported Fire Ant**

Approximately 23 years ago, Dona Ana County was placed on USDA's federal quarantine list for presence of red imported fire ant and as a result, production costs have increased significantly to. New Mexico Department of Agriculture has believed that USDA's exclusive use of morphology-based techniques to discern arid fire ant species may have contributed to possible misidentifications between red imported fire ant and New Mexico's native fire ant. Over the past 12 years, New Mexico Department of Agriculture has worked collaboratively with the College of Agricultural, Consumer, and Environmental Sciences to develop sufficient data to support the use of molecular identification techniques to identify fire ant species for regulatory purposes. Recent ant misidentifications (USDA collections in Albuquerque and Las Cruces), data submitted by NMDA, and numerous meetings between the federal and state agencies have led to USDA's decision to reverse their opposition to molecular techniques for the purpose of fire ant species identification. It is anticipated that within the next 12 months, NMDA will have sufficient data to petition USDA to release Dona Ana County from federal red imported fire ant quarantine.

### **Pollinator Protection Plan Work Group**

Representative Kristina Ortez sponsored and successfully passed HM-33, titled Pollinator Protection Plan Work Group, during the recent legislative session. HM 33 requests New Mexico Department of Agriculture to convene a working group to develop a Pollinator Protection Plan for state adoption; contribute to outreach material directed at and supporting small beekeeping operations; determine the number of small beekeeping operations in the state; and develop of best management practices for agriculture related to the pollinator protection.

### **The Pecan Industry**

NMDA, Texas Department of Agriculture, and the pecan industry, completed agreements that allow for the interstate movement of potentially pecan weevil infested pecans from infested to un-infested areas in each state. To prevent the movement of pecan weevil into un-infested pecan growing areas (Dona Ana and El Paso counties), agreements limit transport to sealed trucks destined directly to cold storage facilities certified to kill pecan weevil prior to processing. Implementation of this agreement provides eastern New Mexico pecan producers the ability to ship to processors in El Paso County, and central Texas pecan producers to ship into Dona Ana County resulting in reductions in transportation costs, and increased markets for growers while protecting pecan weevil free areas (El Paso and Dona Ana counties) from pecan weevil establishment.

## **New Mexico's National and International Cooperation and Outreach**

### **Weights and Measures**

New Mexico has been selected to host the Western Weights and Measures Association (WWMA) meeting in September 2024. NMDA staff is currently planning the event to take place in Las Cruces to debate, develop, and vote on important proposals to amend the United States standards for weights and measures.

### **Sonoran Delegation's Visit to the Veterinarian Diagnostic Services (VDS) Facility**

Through continued efforts of the New Mexico-Sonora Commission, NMDA staff worked on action items with the animal health division of Sonora, Mexico, by hosting a delegation of diagnostic technicians from Sonora for training on Trichomoniasis Diagnostics at VDS.



### **Mexico Mega Mission**

Staff participated in the WUSATA Mexico Mega Trade Mission in Mexico City/Monterrey, Mexico. Staff coordinated an outbound trade mission to Mexico for 13 agribusiness from the Western United States to visit with buyers from Mexico, Central America, and South America. The mission included USDA ATO market briefings, Business to Business events (B2Bs), and site visits in Mexico City and Monterrey, Mexico.

### **USDA Resilient Food Systems Infrastructure (RFSI) Program**

The grants team within Marketing and Development launched the Request for Proposals (RFP) for a new, one-time federal (USDA-AMS) grant opportunity called the Resilient Food Systems Infrastructure program. Prior to the end of CY 2023, proposals were accepted for both “Full Infrastructure” and “Equipment Only” projects.

The team has provided technical assistance to applicants and gathered over 25 applications from state agribusinesses operating within the middle of the supply chain, which encompasses processing, aggregation, and distribution.

Two evaluation committees were assembled to review the proposals and provide feedback and recommendations to the New Mexico Secretary of Agriculture.

Next steps are to work with the applicants whose project proposals were recommended for funding at the state level to further refine their proposals before the full application packet is submitted to USDA in April/May 2024.

NMDA has approximately \$3.6M to invest in New Mexico’s local food system. The approximate \$1M remaining within our state’s \$4.6M overall allocation will be used for direct administrative expenses and various supply chain coordination activities and the technical assistance provided to industry by both NMDA and our partner/sister agency, the New Mexico Economic Development Department.

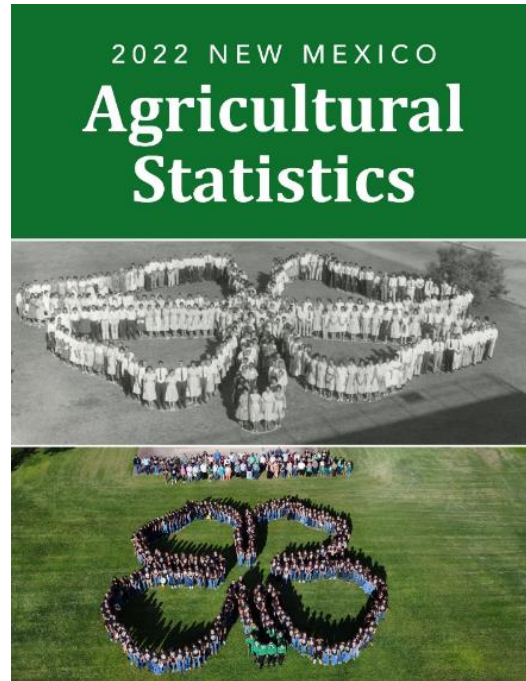
Once NMDA’s application packet is approved by USDA, NMDA/NMSU will enter into subcontracts with the intended subrecipients. This process is expected to begin late Summer/Fall 2024 with projects ending no later than May of 2027.

### **New Mexico Agricultural Statistics Bulletin**

New Mexico Department of Agriculture and United States Department of Agriculture National Agriculture Statistics Service (USDA- NASS) proudly presented the 2022 New Mexico Agricultural Statistics Bulletin. The 2022 publication includes updated statistics, which are important in recognizing our state’s production at the farm gate and the impact on our local economies.

In 2022 New Mexico’s total value of agriculture production was slightly higher at \$3.71 billion, 17 percent above 2021. New Mexico chile and pecan production ranked in the top two spots in the nation in 2022. Also contributing to the state’s value of production, onions ranked 5th in the nation at \$153 million, milk ranked 9th in the nation at \$1.67 billion, and cattle and calves ranked 21st at \$1.16 billion.

This year's cover is a tribute to the New Mexico 4H organization. This organization celebrated their centennial convention in 2023 with the theme "Forever 4H." 4H provides life skills and leadership experiences that transform our youth into community leaders today and in the future. Like agriculture, 4H is present in every New Mexico County. We congratulate 4H in New Mexico and wish them may more successful years.



*NMDA, in partnership with USDA-NASS published the 2022 Agricultural Statistics Bulletin.*

### **National Cattleman's Beef Association Tradeshow**

Staff attended the National Cattleman's Beef Association Cattle Con Tradeshow in Orlando, FL. NMDA staff assisted in working the NMSU ACES booth and provided promotional materials and a small taste of New Mexico (chips and salsa) for attendees. NMDA staff attended trilateral meetings where policy, industry news, food safety, and animal health were discussed between leaders from the U.S., Canada, and Mexico. Staff also connected with industry members and gained insight into current industry news.



### **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.

The Regional Farm to Food Bank egg pilot continues to be successful and dozens of eggs have been distributed to foodbanks and pantries. Eggs are a highly valued, nutritious and hard-to-come-by product at foodbanks, and through the RFFB program, they have become available to many of the foodbanks' clients.

NMDA staff continue to conduct site visits with participating producers each quarter. Staff have successfully conducted 21 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 Red Doc Farms, from a November 2023 LFPA site visit)*