



**NEW MEXICO STATE UNIVERSITY
BOARD OF REGENTS
SPECIAL MEETING AGENDA
July 8, 2022 at 2:00 PM**

Online and livestreamed at <https://nmsu.zoom.us/j/93914730638>

Regents of New Mexico State University

Chair Ammu Devasthali, Vice Chair Arsenio Romero, Secretary/Treasurer Neal Bitsie, Dina Chacón-Reitzel, Christopher T. Saucedo

Non-Voting Advisory Members - ASNMSU President Garrett Moseley, Faculty Senate Chair Gaylene Fasenko, Ph.D., Employee Council Chair Susanne Berger

University Officials - Chancellor Dan E. Arvizu, Ph.D., Interim Provost Dorothy Campbell, Ph.D., Vice Chancellor Ruth A. Johnston, Ph.D., General Counsel Roy Collins III, J.D.

AGENDA

- A. **Call to Order**, *Chairwoman Ammu Devasthali*
 - 1. **Confirmation of Quorum and Roll Call**
- B. **Approval of Agenda**, *Chairwoman Ammu Devasthali*
- C. **Approval of Minutes and Prior Closed Executive Session**, *Chairwoman Ammu Devasthali*
 - 1. **Regular Meeting Minutes May 6, 2022**
 - 2. **Confirmation of Prior Closed (Executive) Session on June 20, 2022 at 8 AM**
- D. **Consent Items**, *Chairwoman Ammu Devasthali*
 - 1. **Demolition of the Greek Housing Complex at Locust Street and Wells Street**, *University Architect Heather Watenpaugh*
 - 2. **Joint Powers Agreement (JPA) between the New Mexico Department of Public Safety and New Mexico State University (Police Department)**, *Interim Police Deputy Chief Justin Dunivan*
 - 3. **Honorary Naming for Autism Diagnostic Center to be Papen-Aprendamos Autism Diagnostic Center**, *NMSU Foundation President Derek Dictson*
 - 4. **Philanthropic Temporary Naming of Sunland Park Vocational Academy**, *NMSU Foundation President Derek Dictson*
 - 5. **Authorization of Doña Ana Community College District General Obligation Bond Sale**, *President Mónica Torres*

E. Action Items

- 1. None.**

F. Informational Items, *Chairwoman Ammu Devasthali*

- 1. None.**

G. Closed (Executive) Session, *Chairwoman Ammu Devasthali*

1. Discussion of bargaining strategy preliminary to collective bargaining negotiations between the Regents of New Mexico State University and the United Electrical, Radio and Machine Workers of America in accordance with the New Mexico Open Meetings Act, NMSA Section 10-15-1, subsection (H)(5).

H. Adjournment, *Chairwoman Ammu Devasthali*



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Agenda Item # C-1

- Action Item
- Consent Item
- Informational Item

Presented By: Neal Bitsie
Secretary/Treasurer,
Board of Regents

Agenda Item: Regular Meeting Minutes May 6, 2022

Requested Action of the Board of Regents: Approval of the Regular Meeting Minutes for May 6, 2022 as presented.

Executive Summary:

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

References:

NM Open Meetings Act §10-15-1 G.

Prior Approvals:

N/A



**NEW MEXICO STATE UNIVERSITY BOARD OF REGENTS
REGULAR MEETING
May 6, 2022 at 8:00 AM**

DRAFT MINUTES *NOT OFFICIAL – SUBJECT TO APPROVAL BY THE BOARD OF REGENTS*****

Regents of New Mexico State University

Chair Ammu Devasthali, Vice Chair Arsenio Romero, Secretary/Treasurer Neal Bitsie, Dina Chacón-Reitzel, and Christopher T. Saucedo

Non-Voting Advisory Members - ASNMSU President Mathew Madrid, Faculty Senate Chair Julia Parra, Employee Council Chair Susanne Berger

University Officials - Chancellor Dan E. Arvizu, Ph.D., Interim Provost Dorothy Campbell, Ph.D., Vice Chancellor Ruth A. Johnston, Ph.D., Ed.D., General Counsel Roy Collins III, J.D.

MINUTES

A. Call to Order, Chairwoman Ammu Devasthali

Chairwoman Devasthali called the meeting to order at 8:01 AM.

Pledge of Allegiance

Regent Romero lead the Board of Regents and all those who were present in the Pledge of Allegiance.

1. Confirmation of Quorum, Chairwoman Ammu Devasthali

The Chief of Staff confirmed the quorum. Four members of the Board were present in the Board Room of the Educational Services Center; Chairwoman Ammu Devasthali, Vice Chair Arsenio Romero, Secretary/Treasurer Neal Bitsie, and Regent Dina Chacón-Reitzel. Regent Christopher Saucedo joined virtually.

The Chief of Staff took the roll call of the non-voting advisory members: Faculty Senate Chair Julia Parra, Employee Council Chair Susanne Berger, and ASNMSU President Mathew Madrid were present in the Board Room.

The Chief of Staff took the roll call of university officials: Chancellor Dan Arvizu, Interim Provost Dorothy Campbell, Vice Chancellor Ruth Johnston, General Counsel Roy Collins were present in the Board Room.

2. Approval of the Agenda, Chairwoman Ammu Devasthali

Chairwoman moved to amend the agenda to move item K, the Chancellor's report, to immediately follow the awards and recognitions, which is item B. Regent Romero seconded the motion. All were in favor and none were opposed. Motion passed.

3. Introduction of Chief Information Officer Thomas Bunton, Vice Chancellor Ruth Johnston

Vice Chancellor Johnston introduced Chief Information Officer and Associate Vice President Thomas Bunton. He began his role at NMSU a few weeks ago. Thomas has a Ph.D. in Organizational Communication from the

University of Wisconsin Milwaukee, where he worked for several years aiding the institution in becoming R1. Thomas earned a master's degree in computer and information technology as well as his bachelor's degree in a double major in pre-law and psychology at Purdue. Thomas has more than 20 years of experience from technology and has held many leadership positions at University of Wisconsin Milwaukee, Purdue, and University of Arkansas in Little Rock, where he began as Director of Technology and Infrastructure Operations and within two years was promoted to Vice Chancellor and Chief Information Officer. As Vice Chancellor and Chief Information Officer he was responsible for Strategic Vision and Leadership of IT initiatives for the university. Vice Chancellor Johnston stated that Thomas is adding tremendous value to NMSU.

Thomas Bunton is pleased to be a part of NMSU. Thomas Bunton went on to say, "The excitement I see and the potential I see on this beautiful campus is amazing. You can't find a better time to join a campus than when you graduate students. The excitement I see with parents and the potential we provide them is absolutely amazing. Great job to you. Great job to the administration and certainly to our students."

4. Introduction of ASNMSU President-Elect Garret Moseley and ASNMSU Vice President-Elect Kaleb Herndon, President Mathew Madrid

ASNMSU President Madrid introduced the ASNMSU President-Elect Garret Moseley. Garret Moseley is a junior studying government and criminal justice. Prior to being elected, Garret served as a senator for the College of Arts and Sciences.

Garret appreciated the recognition and is looking forward to 2022-2023.

B. Awards and Recognitions, Chairwoman Ammu Devasthali

1. Athletic Recognitions, Head of Athletics External Affairs Chet Savage

Head of Athletics External Affairs Chet Savage stated that they are honoring teams and individuals who have been honored through the Western Athletic Conference and for Championships. There are 16 sports at NMSU and are honoring 7 teams and representatives. Head of Athletics External Affairs Chet Savage appreciates everyone's support of intercollegiate athletics and continued with the recognition as follows:

Men's Basketball regular season, Western Athletic Tournament Champions and went on to the NCAA and won a game in the NCAA tournament, which is the first time in a number of years.

Teddy Allen – Men's Basketball - 2021-2022 WAC Regular Season - Player of the Year as well as Newcomer of the Year.

Johnny McCants – Las Cruces native, second team All-Western Athletic Conference – All Defensive Team.

Jabari Rice – Second Team All-Western Athletic Conference.

Amelia McKee – Women's Golf – 2022 Western Athletic Conference Champions – First Team and 2021 Western Athletic Conference Champions Player of the Year – First Team

Alison Gastelum – Women's Golf – 2022 Western Athletic Conference Champions – First Team and 2021 All-Western Athletic Conference Champions Freshman of the Year

Danny Bowen – Women's Golf – 2022 Western Athletic Conference Champions Coach of the Year and 2021 Western Athletic Conference Champions Coach of the Year

Chloe Gavino – Women's Tennis – 2022 - First Team All-Western Athletic Conference Champions – Doubles

Lisa Zhu - Women's Tennis – 2022 - First Team All-Western Athletic Conference Champions – Doubles

Aidan Thomas – Men's Golf 2021 – All - Western Athletic Conference Freshman of the Year

Garrison Smith – Men’s Golf 2021 – All – Western Athletic Conference Champions Second Team

Mike Dirks – Men’s Golf 2021 - Western Athletic Conference Coach of the Year

Nicolas Buitrago – Men’s Tennis – 2021 All - Western Athletic Conference Champions – First Team Singles

Corey Clarke – Men’s Tennis – 2021 All – Western Athletic Conference Champions – Second Team Doubles

Petr Stavrovskij – Men’s Tennis – 2021 All – Western Athletic Regular Season Champions Honorable Mention

Jody Visser – Men’s Tennis – 2021 All – Western Athletic Regular Season Champions Honorable Mention

Pun Chanachai – Women’s Golf 2021 All – Western Athletic Conference Champions First Team

Nikki Butler – Women’s Softball – 2021 All – Western Athletic Conference Champions First Team Player of the Year

Matalasi Faapito – Women’s Softball – 2021 All Western Athletic Conference Champions First Team Freshman of the Year

Romsey Lopez – Women’s Softball – 2021 All - Western Athletic Conference Champions First Team

Gabby Aragon – Women’s Softball – 2021 All – Western Athletic Conference Champions Second Team

Kayla Bowen – Women’s Softball – 2021 All – Western Athletic Conference Champions Second Team

Maya Martinez – Women’s Softball – 2021 All Western Athletic Conference Champions Second Team

Kathy Rodolph – Women’s Softball – 2021 All Western Athletic Conference Champions Coach of the Year

Lia Mosher – Women’s Volleyball – 2021 All – Western Athletic Conference Champions First Team

Carly Aigner-Swesey – Women’s Volleyball – 2021 All – Western Athletic Conference Champions Second Team

2. Proclamation recognizing Julia Parra for her Service as Chair of NMSU Faculty Senate, *Chancellor Dan E. Arvizu*

Chancellor Arvizu read the proclamation for Dr. Julia Parra for her service as Faculty Senate Chair.

WHEREAS Julia Parra, will end her second term as Faculty Senate Chair on May 10th 2022.

AND WHEREAS, her experience of being first-generation college graduate and tenured associate professor at the School of Teacher Preparation Administration and Leadership brought a brought a dedicated and professional leadership style deeply benefited faculty senate to NMSU as a whole.

AND WHEREAS, her experience in online, blended, hyflex, pedagogy was invaluable to faculty as part of her beginning as Faculty Senate Chair at the height of the global Coronavirus pandemic when faculty were having to quickly pivot to online learning.

AND WHEREAS, her steadfast commitment to shared governance at NMSU created a sense of community and advocacy among all faculty during committee challenges at NMSU for the past two years.

AND WHEREAS, Dr. Parra worked with senators to advance legislation that provided solutions to key issues related to student success, shared governance, elimination of discrimination, promotion of decisions making at NMSU during the pandemic that was based on scientific principles and best practices and public health.

AND WHEREAS, she helped faculty senate in realigning standing committees in order to advance senator engagement and focused outcomes on issues undertaken in faculty senate.

AND WHEREAS, she worked tirelessly, well beyond her regular duties as faculty senate chair in order to serve the faculty at NMSU and ensure that the dedication of the faculty to NMSU was acknowledged both within the NMSU system and the larger New Mexico community.

AND WHEREAS, she provided invaluable service to the incoming members of the Board of Regents at NMSU administration during times of leadership transition and further her understanding of not only NMSU, but the challenges faced by faculty and staff and students during the pandemic.

AND WHEREAS, Dr. Parra provided a communication bridge between the office of the provost and the faculty where they both can understand and address the challenges faced by each.

AND WHEREAS, Professionalism and advocacy on behalf of not only NMSU faculty, but her thoughtfulness of staff and students has helped to make NMSU a better and more inclusive organization.

AND WHEREAS, she has listened attentively and shared comments and ideas with positive intent and did so with grace and dignity, integrity on the students, faculty, and staff with whom she collaborated.

AND WHEREAS, she provided leadership in serving others that was grounded in the knowledge in diverse, intellectual, cultural, and geographical characteristics of the NMSU system.

AND WHEREAS, Chancellor Arvizu said that he is impressed by her determination to overcome obstacles, while passionately advocating for NMSU's land grant mission and expressing her dedication and success of students of all levels.

NOW THEREFORE, be it proclaimed in official session of the Board of Regents of New Mexico State University thanks and commends Julia Parra for her dedicated service on this 6th day of May 2022, Las Cruces, New Mexico.

3. Proclamation recognizing Mathew Madrid for his Service as President of ASNMSU, Chancellor Dan E. Arvizu
Chancellor Arvizu read the proclamation for Mathew Madrid's service as president of ASNMU.

WHEREAS Mathew Madrid, as president of the Associated Students of New Mexico State University has served with distinction as an advisory member of the New Mexico State University Board of Regents since May 2020.

AND WHEREAS, Mathew dedicated his college years to ensure everyone was provided resources to reach their full potential.

AND WHEREAS, he was committed to working with NMSU and also students, faculty, and staff outside of the ASNMSU organization.

AND WHEREAS, he lobbied in Santa Fe for the lottery and the opportunity scholarship while in the roles of director of government affairs, after running a successful election to become the ASNMSU president.

AND WHEREAS, he worked determinately to advocate for resources for students to make all voices of the student body heard, both in the state and national levels.

AND WHEREAS, he oversaw the process to send qualified candidates to the governor for a new student regent.

AND WHEREAS, he chaired the Student Fee Review board comprised of students, faculty, and staff.

AND WHEREAS, he helped ASNMSU recover from the pandemic and upheld the community services offered to the students through these most difficult times.

AND WHEREAS, NMSU Chancellor Dan Arvizu said that he is impressed by Mathew's leadership skills, his talent for relationship building and his ability to address difficult issues with confidence and humility.

NOW THEREFORE, be I proclaimed in official session of the Board of Regents of New Mexico State University thanks and commends Mathew Madrid for his dedicated service on this 6th day of May 2022, Las Cruces, New Mexico.

C. **Report from the NMSU System Chancellor to the Regents of New Mexico State University, Chancellor Dan E. Arvizu**

Chancellor Arvizu acknowledged the work that has been done related to the pandemic and countless heroes that haven't been recognized for all the great that work they do and asked Vice Chancellor Johnston to do a recognition on the great work that Facilities and Services employees have done.

Vice Chancellor Johnston gave a special shout-out to Facilities and Services. They spent a tremendous amount of time and energy beautifying the campus so that students and parents can get a sense of joy that everyone has felt on campus. For example, Hadley Hall landscaping has totally been re-planted. They really focused on the walk from this building to Educational Services and through the horseshoe. They have done a lot of landscaping, laying concrete, and work outdoors. Their work is a testament to making sure that the students, families, faculty, and staff feel like this is a place that cares deeply.

Chancellor Arvizu stated that this past week he had a very positive meeting with the student representative from the graduate school and acknowledges that it was a very productive meeting and recognizing that we are all here for ensuring that our students are taken care of. There have been challenges and issues relative to graduate students. Chancellor Arvizu was very inspired by the opportunity to meet with representatives and understand more specifically some of the challenges they face. That meeting resulted in a statement that the Chancellor released. "I had a very positive and productive meeting with several of our grad students yesterday morning. The State Employer Relations Board voted to certify their union earlier this week and I informed that NMSU would not appeal that decision. I look forward to continuing this dialogue with our graduate assistants as we work to address the concerns they have raised." Chancellor Arvizu stated that he is confident that our students are well attended and motivated by all the right factors. This is an opportunity to move more aggressively than we ever have on this issue.

Chancellor Arvizu announced that the NMSU branch campuses have started having their graduation ceremonies beginning last night. Grants, Carlsbad, and Alamogordo are having their in-person graduations today. They've spread their leadership around so that they have an administrator at each of their ceremonies. Dr. Linda Scholz is representing NMSU in Grants. Dr. Shelly Stovall will be representing in Alamogordo. Dr. Ken Van Winkle will be representing in Carlsbad. DACC had their graduation last night, joined by Regent Devasthali, Dr. Johnston, the DACC Advisory Board and superintendents Travis Dempsey, Ralph Ramos, and Debbie Moore. Also, New Mexico State Senator Carrie Hamlin, more than 75 faculty and staff, and more than 800+ students who applied for graduation.

Chancellor Arvizu stated that there will be an upcoming internal management retreat. The purpose of this is to build a network and continue the progress on LEADS 2025 Strategic Plan and make modifications as necessary.

Chancellor Arvizu stated that there is a lot of attention at the state level on enrollment with a tremendous amount of financial aid that NMSU has received for students. That is going to support and help improve enrollment as time goes on. On May 19th at the next LFC meeting, the Chancellor, joined by the Vice President for Student Success, Dr. Scott and ASNMSU President Garrett Mosely, will be addressing the LFC. There are approximately 4,000 students enrolled in the summer, which is about the same as what it was last year. The Fall semester starts on August 17th and prior to that there will be orientation sessions, which gives some indication of what the fall semester will look like. The student applications for fall are up 20%. Graduate student applications are up by 5% as well. Transfer students are up by about 10%. It's too early to make projections in this COVID era. Chancellor Arvizu gave a shout-out to the online programs. The online programs have 140 new enrollments already and are on tract to add 600 students for the fall semester.

Chancellor Arvizu announced that last Wednesday evening the Teaching Academy Gala celebration took place. It was inspirational and faculty play a valuable part in it. Former Deputy Provost Greg Fant gave some remarks, such as creating a positive, engaged, learning environment, which was inspirational.

Chancellor Arvizu acknowledged the most challenging issue this year, which are the fires that are raging in the northern part of the state.

Dean Flores gave an update to the critical situation at one of their Agricultural Experiment Stations, which is at risk. The science center in Mora is still in the path of the fires. Everyone in the college is committed and their sense of service is beyond what is written. Leslie Edgar went to Mora to assist the team in moving the seedlings and the seed bank. One of the biggest challenges with the forest is to replant. The only place in the southwest of the United States where seedlings are produced is in the Mora facility, the College of ACES at NMSU. They produce approximately 300,000 seedlings. Unfortunately, some of their research paths were burned in the fire. Last heard, the fire is 20% contained. Dean Flores and the Chancellor conveyed to the employees to be safe. The first thing that they did was to save the seed bank. Leslie went with her team and moved all of the seedlings to Los Lunas. Because there were 300,000 seedlings, they weren't easy to move and many trips were made to move all of them. This is an exemplary work of service from the university. The individuals in the college are working with the emergency teams in giving instruction on how to proceed. They created shelters in Taos, Las Vegas, Santa Fe, Springer Fairgrounds, Rio River Fairgrounds to keep pets safe. The governor reported in her letter to President Biden that 500 cattle are dead, which is a major impact in the state. They have been arranging for hay to be moved from the eastern part of the state to these areas because the cattle have to be taken care of. Dean Flores commends all extension individuals and one person in particular who lost her home in the fire.

Regent Romero thanked Dean Flores and his team for all of their work. The Las Lunas Extension Station is a good example of all of the facilities working together.

Chairwoman Devasthali and Regent Chacón-Reitzel thanked Dr. Edgar and everyone for their time and effort.

D. Public Comment, Associate Vice President Justin Bannister

Associate Vice President Justin Bannister said, "There are a few individuals that are signed up for public comment. I'd like to remind everyone in attendance that public comment is provided so that members of the community have an opportunity to give input to the Board of Regents. Please note that in compliance with the New Mexico Open Meetings Act, the Board is prohibited from taking action on any item that does not currently appear on the agenda, except in the case of an emergency. Consequently, regents will not take into account for action, any communication made in public comment unless the matter is already on the agenda for consideration at today's meeting. Each individual addressing the Board is asked to state their name and please keep their comments to within three minutes and I will let you know when 30 seconds remain. The first person who has signed up for public comment is Holly Massey."

Holly said, "I'm Holly Sumrall Massey and this morning I speak on behalf of myself and David Massey, who is unable to attend due to his work schedule. We are native New Mexicans. We love New Mexico, Las Cruces, and New Mexico State. My comments come today as a very disappointed and sad Aggie heart. I'm a 1998 graduate of New Mexico State with my bachelor's in accounting and my husband's in '95 bachelor's graduate and a '98 masters graduate as well. Our families, combined, have eight NMSU graduates. The Chancellor's decision to require students to be vaccinated to attend New Mexico State is appalling. We are preparing to send the third generation to New Mexico State this fall. One of our daughters was set to begin her education at New Mexico State this coming August, but we're now working on plans to possibly go out of state if the vaccine requirement is not rescinded. We do understand that an exemption may be honored; however, this is quite ridiculous, making this declaration after three years and an accurate unscientific data sets to substantiate such a decision. It has proven that vaccines for a virus do not work. COVID-19 is not a disease. COVID-19 is not a required vaccination per the New Mexico Department of Health to attend public school. As of today, per the COVID-19 dashboard the

number of COVID-19 cases reported is 0.01%. This clearly indicates a mandate to require vaccination is unfounded. I am positive that there is pressure from the state and federal agencies to withhold funds if such a vaccine mandate is not made. Every dollar helps, but what is more important is the student. Nelson Mandela said 'education is the most powerful weapon we can use to change the world.' However, New Mexico State is now denying that knowledge to help change the world. Instead, Chancellor Arvizu is now dictating what a student must do to attain and receive an in-person education at New Mexico State University. Online learning has proven to fail so many students of all ages and it isn't right for ours. It's only obvious and unfortunately there has to be continued decrease enrollment and decrease in private donation due to his decision. The short-term effects may be difficult, but the long term will have rewards of many generations who will recall that New Mexico State University allowed individuals to make their own decisions regarding the vaccine. The increase in projected enrollment as he just stated of an uptick of 20% will not hold true if this vaccine requirement stays in place. We know the Board of Regents cannot respond on public comment, but our prayer is that the Board will reflect upon our request to rescind the mandate. Zig Ziglar said if 'you're not willing to learn, no one can help you. If you're determined to learn, no one can stop you.' Do not be the one who stops others from learning. Thank you for your time."

Associate Vice President Bannister introduced the next individual for public comment, Matthew Varakian.

Matthew said, "Hello Board of Regents. My name is Matt Varakian. I'm a Ph.D. student in the astronomy department. I've spoken at the last few Board of Regents meetings, mostly about the issues facing graduate workers at this university and the failure of the administration to address those issues so far. Today, however, I'm here to thank the Chancellor for not only to meet with myself and several other of my graduate student colleagues earlier this week, but also for making the decision not to appeal the Labor Boards decision to certify our union and committing to meet us at the bargaining table for negotiations, hopefully in short order. And a meeting that I agree, as you stated earlier, was productive and positive. However, this does not mean that we've forgotten what it took to get here. We maintain that these decisions, hopefully positive changes, bring about are long overdue. So, it took a year for our union to get certified and the issues that have graduate tuition, health insurance, and poverty wages have gone on unaddressed for much longer than that. So, there are graduate students at the university that will be unable to return in the fall if they have to pay tuition, as Chancellor you heard in our meeting the other day. We need relief as soon as possible. With that in mind, I hope NMSU will act swiftly to begin negotiations in the coming weeks because some of us, literally, cannot afford to wait any longer. So, I look forward to be part of being part of those negotiations and continuing the dialogue and finding some solutions. Thank you."

Associate Vice President Bannister introduced the next individual for public comment, Dan Vargo.

Dan said, "My name is Dan Vargo. I'm a graduate student in the ACES College and a member of the graduate workers union. I can say that properly now that the Chancellor has agreed to stop the process of challenging the unions in court and finally recognize us, which we really appreciate. This was a long hard road to get here and I only became involved this year. I want to start by thanking the people who got this started and the years of effort they've put in despite the extreme resistance from the university at every turn. Now we have a real opportunity to make a difference in the conditions of graduate students at NMSU. This needs to happen soon though. Students that stay at the university are facing worse and worse poverty conditions with every passing day. As the cost of living rises dramatically, we just stay stagnant and health insurance tuition continue to rise. Not only is it unacceptable to force workers into these conditions, but it is taking a significant toll on the university. Every day more and more students realize that it's no longer possible for them to attend a university that forces them into debt and poverty in a pay-to-work scam is on par with pyramid schemes. These students are leaving to join the majority of US institutions that offer tuition remittance, better wages, and health insurance. We had a productive meeting, as Matt and the Chancellor said previously and the Chancellor committed to begin negotiating asap. We're excited to begin that as soon as possible, as he said. This is our opportunity and your opportunity as Board of Regents to support the Chancellor in this and push to negotiate so that we can meet the need for tuition

remittance by fall semester. The need at this university has never been greater, but we have an opportunity to make a real difference in the lives of hundreds of employees. Thank you.”

Associate Vice President Bannister announced the next person for public comment, Liam Goodall; however, he was not in attendance. Associate Vice President Justin Bannister reported that that concluded public comment for today.

Chairwoman Devasthali thanked Associate Vice President Bannister and everyone who made public comment and stated that their voices have been heard.

E. Approval of the Minutes, Chairwoman Ammu Devasthali

- 1. Special Meeting Minutes March 4, 2022**
- 2. Regular Meeting Minutes March 14, 2022**
- 3. Special Meeting Minutes March 28, 2022**

Chairwoman Devasthali moves approval of minutes, items E-1, E-2, and E-3 in a single motion. Regent Chacón-Reitzel seconded the motion. All were in favor and none opposed. Motion passed.

F. Regent Committee Reports

1. Real Estate Committee Report, Regent Dina Chacón-Reitzel

Regent Chacón-Reitzel stated that the Regents Real Estate Committee met twice since the last report at a board meeting. The first meeting was on April 14 and the committee recommended approval of the easement for El Paso Electric company that is seen on today’s consent agenda item, H-10. Also, the committee recommended moving the NMSU System 5-year plan for consideration by the board, which is consent item H-6. The committee also discussed several upcoming and potential topics that may be brought forward to the committee in the future. The committee heard a presentation about the DACC Creative Media Building, but additional information was requested and an additional meeting was scheduled. The follow up meeting occurred on April 29 where additional information was provided about the DACC Creative Media Building. The committee recommended moving this item forward for the Board’s consideration, which is consent item H-7. As a result of the conversation, the committee gained insight into the processes and staff will explore different ways of presenting such projects. The next meeting is scheduled for May 31.

2. Audit and Risk Committee Report, Regent Ammu Devasthali

Chairwoman Devasthali stated that the Regents Audit and Risk Committee met three times since the last report. Two of the meetings were special meetings called for voting members only and the members reviewed the audit report regarding the vote of no confidence, which was later publicly released by the Chancellor. The committee also met on February 23 in a regular meeting where presentations were provided by the Office of Institutional Equity and IT Security. The next meeting is scheduled for May 25, which will be the annual interest entrance conference for external audit conducted by Moss Adams. There were no questions on the report.

3. Financial Strategies, Performance and Budget Committee Report, Regent Christopher Saucedo

Regent Saucedo stated that the Regents Financial Strategies, Performance and Budget Committee met three times since the last report on December 9, 2021. The committee met on February 23 and there was an informative discussion about the budget request process, stimulus funding updates and they reviewed a preview of tuition proposals. The meeting happened soon after the regular legislative session so, they

received an update from Ricardo about the outcomes of the session, particularly about compensation and opportunity scholarships. The committee met again on March 24 in which the more formalized tuition and fee proposal budget guidelines were presented. These tuition fee proposals and budget guidelines were presented and approved by the full Board of Regents on March 28. In the third meeting, the committee met this week, on May 3 in which the operating budget was presented, which is an action item for today, as item I-3. In addition, the budget adjustment request for fiscal year 21-22 were presented and they are on the agenda. Item I-2 is for budget adjustments. The discussion was informative and many questions were asked. The committee believes that these items are ready for consideration by the full Board of Regents. Two of the items are on the consent agenda and are Transfer of Uncollectable Accounts Receivable to Inactive Accounts for Fiscal Year 20-21 as well as Temporary Investments Report for the quarters ending December 31, 2021 and March 31, 2-22 were also presented. The next meeting is scheduled for May 25 and is intended to be in person and will focus on the future of the budget process at NMSU. Regent Saucedo appreciates everyone's participation, in particular the community members. There were no questions on the report.

4. Student Success Committee Report, *Regent Arsenio Romero*

Regent Romero stated that the Regents Student Success Committee met twice since his last report. On January 10 the committee met and heard several key very informative presentations. The committee received a preliminary enrollment report from Vice President Scott. Vice President of Equity, Inclusion, and Diversity, Linda Scholz, provided an overview of the strategic diversity plan lead by her department. The committee also heard from Dr. Dulcinea Lara about some ideas they shared about border lands and ethnic studies programs at NMSU. Finally, we heard an overview of the Aggie Next Step program from Laura Bittner and Newt McCartney, 4-H. The committee met again on February 24 and the agenda primarily focused on the outcomes of the legislative session. Regent Romero made a note that for the first time they're able to bring the Regents Student Success Committee an update from the Faculty Senate Student Success Committee. This generated a lot of discussion. In both meetings the community college leaderships reported from each of the campuses. This has been a regular agenda item in the Student Success Committee for the past year. This is not only important for the committee to understand the differences between campuses, but also some similarities, in common opportunities and challenges that each campus faces. The next meeting will be held on May 26. There were no questions on the report.

G. Advisory Member Reports

1. NMSU Faculty Senate Report, *Chair Julia Parra*

Faculty Senate Chair Julia Parra stated that Faculty Senate had their final meeting for the fiscal year yesterday and passed all of the propositions that were on the agenda. Two of note were, to establish part time temporary faculty representation on Faculty Senate and an additional proposition asking for support issuing longer work contracts for part time temporary faculty. Dean Flores referred to the criticality of service and one of the final propositions, which asks the leadership to review the status of faculty service at NMSU. Faculty Senate Chair Parra stated that the report needs to be revised and resubmitted to include all of the votes that occurred yesterday. There were no questions on the report.

2. Associated Students of NMSU Report, *President Mathew Madrid*

President Madrid reported that the new ASNMSU administration is in full swing with their hiring of their cabinet. All positions should be filled by June or early July. Over the past year, ASNMSU held over 60 events and had over 6,000 unique attendees in total to all of those events. Their services range from on and off campuses, assisted over 2,300 students, and over half a million dollars was appropriated through ASNMSU Senate back to student organizations through reimbursements as well as strategic investments on the campus. There were no questions on the report.

3. **NMSU Employee Council Report**, *Chair Susanne Berger*

Employee Council Chair Susan Berger reported that the Employee Council met in March and the points of discussion were faculty and staff performance evaluations and salary increases. The concern was raised that the evaluation criteria being interpreted differently by respective supervisors, possibilities leading to inequities in scoring, which would affect merit raises. As a description, some supervisors tend to expect that an employee demonstrate top of the class and fantastic work for the classification of “meets expectations.” While other supervisors expect an employee to demonstrate “meets expectations,” which would be equivalent to a “C student” and the “Exemplary” classification would be the equivalent of an “A student.” The interpretation by the supervisor can be an issue for the staff. This is something that Employee Council would like to work with the appropriate groups to schedule for discussion of cohesive interpretation for staff. Employee Council will be revising the employee constitution and bylaws and review the list of current committees that are still relevant. They are working on updating their website and through the summer. Employee Council focused on and organized the Founders Day picnic in April. They introduced the new Aggie legend, Dr. White. He was honored as well as two award recipients for 2021-2022. A few of Employee Council members are part of the action team and are working together on university wide issues that have been identified. The next Employee Council meeting will be Thursday, May 12. There were no questions on the report.

H. **Affiliated Entity Reports**

1. **NMSU Foundation Report**, *Vice President Derek Dictson*
2. **Arrowhead Center Inc. Report**, *Director & CEO Kathryn Hansen*

The affiliated entity reports are deferred and the written reports can be reviewed in the binder.

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

1. **Revision and Restructuring of Title 1 of the Regents Policy Manual**, *General Counsel*
2. **Repeal of RPM 2.43 (Community College Faculty Council)**, *Executive Director Ken Van Winkle*
3. **Temporary Investments Report for the Quarters Ended December 31, 2021 and March 31, 2022**, *Associate Vice President D’Anne Stuart*
4. **Disposition/Deletion of Property**, *Associate Vice President D’Anne Stuart*
5. **Transfer of Uncollectible Accounts Receivable to Inactive Accounts for Fiscal Year 2020 – 2021**, *Associate Vice President D’Anne Stuart*
6. **NMSU System: Five Year Facilities Plans**, *University Architect Heather Watenpaugh*
7. **NMSU DACC: Creative Media Building at Arrowhead Park (Revised)**, *University Architect Heather Watenpaugh*
8. **Arrowhead Center, Inc. Corporate Bylaws Modifications (Position Directors)**, *President/CEO Kathryn R. Hansen*
9. **Posthumous Honorary Degree**, *Interim Provost Dorothy Campbell*
10. **El Paso Electric Company Perpetual Easement for Relocation of an Existing Electrical Service for the Ag Modernization Project**, *Special Assistant to the President Scott Eschenbrenner*

Regent Romero made a motion to approve the consent agenda as presented. Regent Bitsie seconded the motion. All were in favor and none were opposed. Motion passed.

Regent Chacón-Reitzel made a motion to break for 10 minutes. Regent Romero seconded the motion. None were opposed. The Board of Regents went into recess at 9:15.

RECESS (10 MINUTES)

Chairwoman Devasthali called the meeting into order at 9:25am.

J. Action Items, Chairwoman Ammu Devasthali

1. Conferral of Degrees, Chancellor Dan E. Arvizu

Interim Provost Dorothy Campbell recognized the graduating class of Spring 2022 and requested conferral of the degrees and certificates for the graduating students. Conferral is contingent upon the students' satisfactory completion of the courses in which they are enrolled and in meeting the requirements of the appropriate catalog. It is further contingent upon the assumption that the content of the thesis submitted by each student required to do so is original unless otherwise presented in the document. The journey of a student through New Mexico State University is filled with caring faculty and staff working at the front of classrooms or behind the scenes. Interim Provost Campbell thanked the graduating class for their efforts.

Chairwoman Devasthali commended the students of the Spring class of 2022 for their hard work, resilience, and persevering.

Regent Bitsie stated that this graduating class is particularly special because he is also graduating. Regent Bitsie stated that he is very pleased with the title of the new college, Health, Education, and Social Transformation. Social transformation can be applied to the whole spectrum of the institution. That's what higher education serves to do. Regent Bitsie stated that Cesar Chavez once said, "Once the social change begins, it cannot be reversed. You cannot uneducated a person who has learned to read. You cannot humiliate a person who feels pride. You cannot oppress people who are not afraid anymore." Regent Bitsie hopes for the graduating students of this year feels empowered by what they've achieved, feels pride in what they've done and create social transformation.

Regent Romero stated that this is his favorite time of year. He has seen students as 3 or 4-year olds and kindergarteners to walking across the stage graduating high school, receiving their bachelors, then their higher education degrees. It's an honor to see them grow up. Regent Romero thanked the students, faculty, and staff.

Regent Saucedo is excited for this graduating class because they have faced challenges in the middle of their college career and they figured out how to still do it. Congratulations to them and their parents.

Chairwoman Devasthali moved to approve the conferral of degrees and certificates for Spring 2022. Regent Bitsie seconded the motion. All were in favor and none were opposed. Motion passed.

2. Budget Adjustment Requests (BARS) for fiscal year 2021-2022, Chief Budget Officer Kimberly G. Rumford

Chief Budget Officer Kim Rumford stated that units across campus and community campuses with non-I&G funds to put together their best estimates for the remainder of the current fiscal year and develop budgets for the new fiscal year. The budget office reviews what is provided to them and produces the estimated actuals and operating budgets for the instruction in general and the plant funds. The budget office prepares the budget adjustment requests (BARS) for all campuses. The purpose of the BARS is for spending authority with the state for FY22. BARS are based on the estimated actuals that the budget office produces. BARS reflect major developments since the beginning of last year, including additional appropriations that are spendable this year, such as compensation. The budget office prepares the estimated actions by analyzing the current

spend amounts, then adding any known activities, such as this year, compensation. There is a 3% increase in compensation, which came in April 1. Afterwards, they add contingencies to ensure that they do not exceed the budgetary authority. The BAR for Carlsbad includes the transfer of assets. Therefore, as they transfer the assets to them, they produce an expenditure on the BAR to reflect that to bring their fund balances down to zero. There's an extraordinary large BAR request for Carlsbad for this year and they close out the campus. There were no questions for the report.

Regent Romero motioned to approve the Budget Adjustment Requests (BARs) for fiscal year 2021-2022. Regent Chacón-Reitzel seconded the motion. All were in favor and none were opposed. Motion passed.

3. Operating Budgets for Fiscal Year 2022-2023, Chief Budget Officer Kimberly G. Rumford

Chief Budget Officer Rumford stated that the operating budgets reflects the decisions that were made by the board in February, March and the actions of the legislature as well as management decisions on workplace the funding. Chief Budget Officer Rumford is requesting approval on the total expenditures for each campus as shown on the first slide of the presentation. This provides them with spending authority for the new fiscal year, FY23. As per the Sources and Uses slides amounts are shown per each line item. Note that Carlsbad is included in FY22 figures, but not in FY23. This results in a significant change, as a 38% decline in local appropriations. The other campuses are all receiving increases in their local mill tax levy. A pie graph is included in the binder to show a visual representation of funds by function unrestricted and restricted. Instruction and General are the highest at 38%, \$216,301,955. I&G combined with research is 70% of the total and student aid is another 17% of the total. A break down of Las Cruces Campus-Unrestricted Current Funds Expenditure Categories for Instruction and General FY23 proposed and FY22 approved budgets and a presentation was provided. Instruction is still the largest spend category, at 58%, followed by Plant O&M. The Las Cruces Campus-Current Funds, unrestricted and restricted, expenditure categories for research were also presented. Total expenditures are up by approximately 8%. They expect increases in grant funding. In addition to that, they have increases and appropriations in AES in research and other RPS areas, which they received stated funding, including the compensation funding for this year. The primary drivers for the increase are from AES and PSL. The Las Cruces current funds (unrestricted and restricted) expenditure categories for public service was presented. A break down of Sources and Uses for each of the community colleges were presented.

Chairwoman Devasthali asked what the percentage of decline of enrollment is at the campus in Alamogordo. Vice Chancellor Johnston answered that they will get them that number.

Regent Saucedo stated that in the committee meeting they discussed the opportunity scholarship and whether or not enrollment will be sustained. The challenge of projecting enrollment will be difficult.

Regent Romero made a motion to approve the operating budget for FY23 as presented. Regent Saucedo seconded the motion. All were in favor and none were opposed. Motion passed.

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

The report from New Mexico Department of Agriculture is deferred to a written report that is in the binder.

L. Announcements and Comments, Chairwoman Ammu Devasthali

1. Good News for NMSU!

Regent Romero congratulated President Madrid and Regent Bitsie on graduating. He's excited to see what is next for both of them.

Regent Chacón-Reitzel also congratulated Regent Bitsie and President Madrid for their accomplishment and is proud of them both.

Regent Bitsie highlighted all of the student life. One had to do with Greek life, particularly Sigma Chi fraternity. Regent Bitsie's roommate, Andrew, is in the fraternity. He's the philanthropy chair. Traditionally, fraternities and sororities have a certain philanthropic organization that they donate to. Delta Gamma usually helps with wooded warriors. Another one works with an autism organization. Sigma Chi does work in the cancer area. Normally they raise money throughout the year for the Huntsmen Cancer Foundation. On average, the NMSU chapter has raised \$5,000 - \$7,000 a year. However, this year, over the week of April 11-15 they raised \$11,000 and totaling at \$21,000 for the entire year, which is more than the UNM and Texas chapters combined. Because of that, they joined the 20K club. There was a lot of work that he saw went into raising the money.

Regent Saucedo congratulated to the graduates, their families, their parents, and the faculty who helped them get this far. Congratulations to Regent Bitsie and President Madrid on graduating.

Chairwoman Devasthali thanked Dr. Leslie Edgar and her team as well as everyone at Extension Services and the Science Experiment stations for their hard work and efforts to save the trees and the seed bank. Also, to the NMSU athletes that were celebrated today. Also, to note, there is an MA and MFA show at the university art gallery. The MFA show is called, 'The Better Show #bringyourown' and the MA show is called, "Establishing Our Own Art History, the Influence of Judy Chicago." They are on view until May 14.

President Madrid thanked for all the sentiments given to him today. President Madrid gives all the credit to the successes of his administration's staff, of whom many are graduating this year. Shout out to them. Also, congratulations to NM State Esports, who recently conducted a twitter competition to receive money from Takis. NMSU won the competition by 200,000 interactions on Twitter. As a result of the competition, they are receiving around \$35,000 for their Esports team to make investments.

Vice Chancellor Johnston did a shout out to the DACC graduation last night, which is the pre-cursor to the rest of the commencement ceremonies. Shout out to all of the community colleges and the early college high school students. Students and their families were joyous and vibrant. It's a testimony to all of NMSU students. Vice Chancellor Johnston did a shout out to all staff, who are behind the scenes daily. In particular, the people in student success who are helping students with advising, tutoring, and 'turning on a dime' every time it's necessary to be called out. Also, amazing work from everyone in the financial team to get it completed on time. Also, to the HR department for their hard work and to everyone who is behind the scenes that most people wouldn't know about.

Dr. Parra did a shout out to staff as well, in particular Gloria Podruchny, who has been amazing each day. Also, gratitude to the essential workers on campus who never left and struggled with COVID and family scenarios.

M. Adjournment, Chairwoman Ammu Devasthali

Regent Chacón-Reitzel made a motion to adjourn. Regent Bitsie seconded the motion. Meeting adjourned at 9:55am.



**NEW MEXICO STATE UNIVERSITY BOARD OF REGENTS
SPECIAL MEETING
July 8, 2022**

Item C-2

Confirmation of Prior Executive Session – June 20, 2022

The Board of Regents met in an online closed executive session at 8 am on June 20, 2022.

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

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

Regent Saucedo ____

Regent Chacón-Reitzel ____

Regent Bitsie ____

Regent Romero ____

Regent Devasthali ____



Board of Regents Meeting
Meeting Date: July 8, 2022
Agenda Item Cover Page

Agenda Item # D-1

- Action Item
 Consent Item
 Informational Item

Presented By: Heather Watenpaugh
University Architect

Agenda Item: Demolish the Greek Housing Complex at Locust Street and Wells Street

Requested Action of the Board of Regents: Approval of the Demolish the Greek Housing Complex at Locust Street and Wells Street.

Executive Summary:

The requested project has a budget \$1,800,000 and includes the following:

- Design and demolition of Greek Complex buildings 271, 272, 273, 274 (West) and 414 (East)
- Abatement of asbestos, mold, lead paint, and black vinyl adhesive
- Building removal and site cleanup of all building materials
- Selective existing trees are to remain and new irrigation system with seeding will be installed

The proposed project schedule indicates completion of design in July 2022, start of construction in October 2022, and completion of construction in July 2023.

References:

Please see attached presentation.

Prior Approvals:

June 2, 2022 - Regents Real Estate Committee

Board of Regents

LAS CRUCES: GREEK COMPLEX DEMOLITION

Heather Watenpaugh
University Architect

Bart Lane
Interim Associate
Vice President

Facilities and Services



BE BOLD. Shape the Future.

Proposed Scope of Work

Project Budget \$1,800,000

This project includes:

- Design and demolition of Greek Complex buildings 271, 272, 273, 274 (West) and 414 (East)
- Abatement of asbestos, mold, lead paint, and black vinyl adhesive
- Building removal and site cleanup of all building materials
- Selective existing trees are to remain and new irrigation system with seeding will be installed

Proposed Building Demographics

- **Year Built:**
 - Building #271 to 274, constructed in 1966
 - Building #414, constructed in 1990
- **Last Expansion:** N/A
- **Building Size:**
 - Building #271 to 274; 30,621 SF
 - Building #414; 35,586 SF (66,207 SF total Greek East and West)
- **Construction Type:**
 - Building #271 to 274, C.M.U.
 - Building # 414, Wood-frame
- **Future (Site) Use:** Athletics per facilities master plan



Greek West
(Building # 271 to 274)

Greek East
(Building # 414)

Proposed Project Schedule

- Completion of Design – July 2022
- Start of Construction – October 2022
- Completion of Construction – July 2023

Funding Sources and Prior Approvals

Project Funding — \$1,800,000

- HB2 Special Appropriation for Demolition – \$1,800,000

Prior Approval

- N/A

Contact Information

Heather Watenpaugh
University Architect
Facilities and Services
www.facilities.nmsu.edu
575.646.1360
hzw@nmsu.edu

Bart Lane (Interim)
Associate Vice President
Facilities and Services
www.facilities.nmsu.edu
575.646.2101
bartlane@nmsu.edu

Thank you!

Questions?



Las Cruces: Greek Complex Demolition

Supplemental Information

Existing Conditions



Greek West exterior images

Existing Conditions



Greek West interior images of lounge and kitchen

Existing Conditions



Greek East exterior images

Existing Conditions



Greek East interior images of lounge area and water damage ceiling



**Board of Regents Meeting
July 8, 2022
Agenda Item Cover Page**

Agenda Item # D-2

- Action Item
- Consent Item
- Informational Item

Presented By: Justin Dunivan
Interim Police Deputy Chief

Agenda Item: Joint Powers Agreement (JPA) between the New Mexico Department of Public Safety and New Mexico State University (Police Department)

Requested Action of the Board of Regents: Approval of the Joint Powers Agreement (JPA) between the New Mexico Department of Public Safety and New Mexico State University (Police Department)

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

References:

This working partnership and previous Joint Powers Agreement has been on-going for numerous years and has significantly assisted us during large events on campus. The main focus/change is the hourly rate increase.

Please refer to the following attachments for review.

Prior Approvals:

Prior approval on 11/9/2007 by University staff members.

JOINT POWERS AGREEMENT
Between the
NEW MEXICO DEPARTMENT OF PUBLIC SAFETY
And the
NEW MEXICO STATE UNIVERSITY

This JOINT POWERS AGREEMENT (JPA) is made and entered pursuant to the Joint Powers Agreement Act, Section 11-1-1 *et. seq.*, NMSA 1978 between the **Regents of New Mexico State University** hereinafter referred to as the “NMSU” and the **New Mexico Department of Public Safety**, hereinafter referred to as the “NMDPS”.

JOINT POWERS TO BE EXERCISED:

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

WHEREAS pursuant to 29-7-7, NMSA 1978, the chief and other members of the New Mexico Department of Public Safety, who, when duly commissioned and sworn under the provisions of Sections 29-2-1 through 29-2-29, NMSA 1978 shall have the following powers and shall perform the following duties:

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

COMMON POWER

The common power to be exercised is the protection of life and property on NMSU lands.

1. PURPOSE OF THE AGREEMENT

NMSU and NMDPS enter into a JPA to provide assistance and additional security during special events on NMSU property. NMDPS is not appropriated sufficient funds to pay mileage, per diem and overtime expenses accumulated by NMDPS officers and communication specialists.

2. **SCOPE OF WORK**

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

3. **COMPENSATION**

Compensation is attached hereto as Exhibit 1 and incorporated herein to this agreement shall be included to address the pay rates and payment details and will be reviewed on an annual basis by both entities and amended as necessary. Amendments shall be in writing and signed by all parties

4. **TERM**

This Agreement shall not become effective until approved by the Department of Finance and Administration. This Agreement shall terminate on June 30, 2025, unless terminated pursuant to Paragraph 4, infra.

5. **RECORDS AND AUDIT**

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

The periods of access and examination described above, for records which relate to 1) litigation of the settlement of claims arising out of the performance of this Agreement; or 2) costs and expenses of this Agreement as to which exception has been taken by the

authorized representative, shall continue until such appeals, litigation, claims, or exceptions have been eliminated.

6. **TERMS AND CONDITIONS**

This agreement requires strict accountability of all receipts and disbursements. This agreement shall provide for the disposition, division, or distribution of any property acquired as the result of the joint exercise of powers, and shall further provide that after the completion of the agreement's purpose any surplus money on hand shall be returned in proportion of the contribution made.

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

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

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

8. **CONFIDENTIALITY**

Any confidential information provided to or developed by the NMDPS in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, except as provided by the New Mexico Inspection of Public Records Act.

9. **AMENDMENT**

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

10. **APPLICABLE LAW**

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

11. **EQUAL OPPORTUNITY COMPLIANCE**

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

IN WITNESS WHEREOF, the foregoing Joint Powers Agreement between New Mexico State University and the New Mexico Department of Public Safety is approved:

NEW MEXICO STATE UNIVERSITY

_____ **Date**

Reviewed as to form and legal sufficiency

Roy Collins / Scott Field
General Counsel / Associate General Counsel

_____ **Date**

DEPARTMENT OF PUBLIC SAFETY

Jason R. Bowie
Cabinet Secretary

_____ **Date**

Reviewed as to form and legal sufficiency:

Elizabeth Trickey
General Counsel

_____ **Date**

This Agreement has been approved by: DEPARTMENT OF FINANCE AND ADMINISTRATION

BY: _____
Office of the Secretary

Date: _____

APPENDIX TO JOINT POWERS AGREEMENT

Between the

NEW MEXICO DEPARTMENT OF PUBLIC SAFETY

And the

NEW MEXICO STATE UNIVERSITY

COMPENSATION EXHIBIT 1

- A. NMSU will pay to NMDPS at a rate of **Seventy** dollars (**\$70.00**) regular time and **Eighty-five** dollars (**\$85.00**) overtime per hour, per officer for a total amount not to exceed **Forty Thousand** dollars (**\$40,000.00**) per year for a three-year term to reimburse the officers, supervisors and communication specialists for mileage, per diem, expenses, overtime expenses and related expenses incurred by the officers and communication specialists assigned. Sixteen minutes and forty-six minutes after the hour shall be paid at the next half hour. All NMDPS personnel assignments must be approved prior to the event by the Support Services Coordinator or Special Events Supervisor; specific to expenses for mileage, per diem, and other travel expenses associated with out of town travel.
- B. Payment by NMSU will be made upon receipt of a certified statement detailing the mileage, per diem expenses incurred by NMDPS personnel, from NMDPS on a quarterly basis. NMDPS will submit its statement to NMSU no later than the tenth of each month following the quarter being billed for.
- C. Pursuant to NMSA 1978, Section 11-1-4, NMSU and NMDPS shall be strictly accountable for all receipts and disbursements under this agreement. No property will be acquired as a result of this Agreement.
- D. NMSA and NMDPS will review and revise compensation annually if necessary. All financial obligations of the parties shall be subject to sufficient appropriations to the obligated party by the New Mexico legislature. The sufficiency of funds shall be determined by the obligated party.

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE and ADMINISTRATION (DFA)
JOINT POWERS AGREEMENT (JPA) BRIEF

DFA Office of the Secretary
Bataan Memorial Bldg., Suite 180
Santa Fe, New Mexico 87501
(505) 827-4985

Agencies must complete and transmit this form along with all backup documentation to the DFA.

PRIMARY PARTY: _____

SECONDARY PARTY: _____

OTHER PARTY: _____

CONTACT NAME: _____ **PHONE:** _____

CONTACT ADDRESS: _____

DOCUMENTS ENCLOSED:	AMOUNT:
<input type="checkbox"/> JPA	Federal Funds \$ _____
<input type="checkbox"/> JPA Amendment	General Fund \$ _____
<input type="checkbox"/> Purchase Document	Other State Funds \$ _____
<input type="checkbox"/> Written Justification	Local Gov. Funds \$ _____
<input type="checkbox"/> Other _____	TOTAL \$ _____

Purpose: _____

Term: _____ From: _____ To: _____

FOR AN AMENDMENT, LIST THE ORIGINAL JPA EXPIRATION DATE:

Statutory Requirements- Agencies must check each blank CERTIFYING to DFA that the JPA:

_____ jointly exercises a power common to the parties (*Transferring funds from one agency to another does not constitute the joint exercise of power.*);
 _____ clearly specifies its purpose;
 _____ establishes the method by which its purpose will be accomplished;
 _____ establishes the manner in which the joint power will exercised;
 _____ provides for strict accountability of all receipts and disbursement;
 _____ addresses disposition, division, distribution and ownership of any property acquired as the result of the joint exercise of power; and
 _____ specifies that any surplus money shall be returned in proportion to the contributions made.

Other Requirements – Agencies must enter Y (Yes), N (No), or N/A (Not Applicable) to each of the following:

_____ Is one original and at least two copies of the JPA or amendment attached? (*DFA will forward copies to the contact.*)
 _____ Does the JPA or amendment have original signatures executed by authorized officers, employees or other representatives empowered to bind their respective entities?
 _____ Are all exhibits referred to in the JPA attached?
 _____ Does the JPA provide for the expenditure or transfer of public funds by a state agency? (*All public money must be budgeted.*)
 _____ Does the JPA provide for the transfer of local, state or federal funds to a state agency? If the answer is yes, cite or attach the legislative authority permitting the receiving state agency to increase its budget from such a transfer.
 _____ If the JPA or amendment start date is prior to the date submitted to DFA or, if the original JPA has expired, is a justification letter requesting retroactive approval attached? (*A detailed, letter explaining the circumstances must be signed by the agency head of one of the parties.*)
 _____ Has the JPA or amendment been reviewed by legal counsel? If yes, state Who _____

Agency Head Signature _____ **Title** _____



STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF THE SECRETARY

Rm. 180, Bataan Memorial Building Santa Fe, New Mexico 87501
(505) 827-4985 FAX (505) 827-4984

BILL RICHARDSON
GOVERNOR

KATHERINE B. MILLER
CABINET SECRETARY

MEMORANDUM

To: Cabinet Secretaries; Agency Heads; Board and Commission Chairs
Cc: Local Governments
From: Katherine B. Miller, Cabinet Secretary *KBM*
Department of Finance and Administration
Date: November 9, 2007
Re: Limited Use of Joint Powers Agreements

This concerns the overuse of joint powers agreements, which require my approval, when other forms of agreements that do not would be both legitimate and more appropriate. Please be advised that, beginning January 1, 2008, the Department of Finance and Administration (DFA) will no longer process agreements that are not truly joint powers agreements. This policy is consistent with and supplements DFA's current Joint Powers Agreements Policy and Procedures Memorandum, posted on the DFA website at

<http://sec.nmdfa.state.nm.us/cms/kunde/rts/secnmdfastatenmus/docs/202707833-06-26-2006-14-37-48.pdf>, dated February 20, 2003 and attached hereto. Beginning January 2, 2008, DFA will no longer process these types of agreements as "joint powers agreements". Instead, such agreements will be returned to the submitting agency unsigned, so that the agency can restyle the agreement and remove all references to the Joint Powers Agreement Act, Chapter 11, Article 1 NMSA 1978.

Not every agreement between public entities should be called a joint powers agreement. Rather, an agreement is properly considered a joint powers agreement if and only if it involves the joint exercise of a common power. See, Section 11-1-3 NMSA 1978 which provides that "two or more public agencies by agreement may jointly exercise any power common to the contracting parties". For example, the joint exercise of a common power may include a situation where two public entities come together to jointly build, own, and operate a utility, as long as they both separately have the power to build, own and operate the utility. Another example may be where two public entities desire to establish a separate, regional board -- a JPA entity -- to oversee a joint watershed, as long as they both separately have the power to oversee the watershed.

In contrast, contracts which just happen to be between two public entities are not always joint powers agreements.¹ This has consistently been DFA's policy as stated in the attached DFA's JPA Policy and Procedures Memorandum which specifically states:

¹ Many statutes specifically require certain types of agreements to be joint powers agreements, such as agreements between the State Treasurer and Indian governments

“Transferring funds or programs, without the joint exercise of a common power, from one public agency to another does not constitute the joint exercise of a common power.”

Examples of agreements that are commonly but inappropriately labeled joint powers agreements include:

- Grant Agreements. Voluntary, non-exchange transactions, where one public entity grants funds or resources to another public entity to accomplish a project or goal that does not directly benefit the provider of the resources or funds. Examples include agreements whereby an agency makes a State capital appropriation or portion of a federal grant available to a local government or other governmental entity.
- Intergovernmental Service Agreements. Some agreements involve one public entity providing services for another public entity and are entered into pursuant to the New Mexico Procurement Code, Section 13-1-98 A. NMSA 1978 and would be exempt from the provisions of the New Mexico Procurement Code. These agreements should be called intergovernmental services agreement or given other appropriate title.
- Lease Agreements. The lease of property by one public entity from another.
- Agreements Documenting Mutual Understandings. Agreements that merely document mutual understandings of the public entities, such as a shared interpretation of an ambiguous statute that both parties have an interest in or an agreement between the public entities to meet regarding an issue.
- Agreements Transferring an Appropriation from One Agency to Another. As stated previously, a public entity may transfer appropriations or portions of them to another that is better suited to implement the appropriation and as long as the other public entity has the requisite statutory authority to do so. Such transfers could be documented via memoranda of understanding or other simple agreements.

As stated above, beginning January 2, 2008, DFA will no longer process these types of agreements as “joint powers agreements”. Please note, however, for state agencies, DFA’s Financial Control Division, pursuant to Sections 6-5-1 etseq. NMSA 1978 and DFA’s Budget Division, pursuant to Sections 6-3-1 etseq. NMSA 1978, have the authority to review these other types of agreements when they involve the expenditure of public funds for the propriety of the expenditure and for budgetary sufficiency.

Beyond fidelity to the law, there are additional good reasons to strictly adhere to the limited meaning of joint powers agreements in the statute. Seeking DFA’s approval, when it is not necessary, adds a needless layer of approval, which may delay implementation of your project. Moreover, needlessly submitting agreements to DFA for approval is a misallocation of DFA’s resources.

concerning investment in the Local Government Investment Pool, see, Section 6-10-10.1(J) NMSA 1978. Any such statute would obviously control.

If you are in doubt about whether an agreement should be a joint powers agreement, please contact Judith E. Amer, DFA's General Counsel, at 827-4632. She can clear up any questions before you go through the signature process.

DFA looks forward to working with you to implement this Memorandum and DFA's previously issued Joint Powers Agreement Policy and Procedures Memorandum, which should streamline all of our processes.

**DEPARTMENT OF FINANCE AND ADMINISTRATION
ADMINISTRATIVE SERVICES DIVISION
POLICY AND PROCEDURES**

JOINT POWERS AGREEMENTS

POLICY

All Joint Powers Agreements (JPA) as defined by Section 11-1-2 (B) NMSA 1978 are required to be approved by the Department of Finance and Administration Cabinet Secretary (DFA) pursuant to the Joint Powers Agreement Act Section 11-1-3 NMSA 1978. The following procedures shall be adhered to by all public agencies, as defined by section 11-1-2 (A) NMSA 1978 in order to receive approval by DFA of every JPA and amendment to an existing JPA.

PROCEDURES

- I. Submittal of JPAs to the Department of Finance and Administration, Office of the Secretary:
 - A. Effective February 20, 2003, all JPAs and JPA amendments must be accompanied by:
 1. A completed JPA cover brief as revised on February 15, 2003 and updated with the new address and telephone number (attached). Please read the JPA cover brief. Do not simply check off the Requirements without researching. Remember that the agency is certifying that the answers are true and correct when it checks off a particular item, and
 2. An original plus two copies of the original JPA and one copy of any prior amendments. Those JPAs and JPA amendments which do not contain the specified attachments will be returned to the public agency.
 - B. All JPAs that expire on June 30 (end of the state fiscal year) or September 30 (end of the federal fiscal year) for which a public agency desires to seek an extension by way of a new agreement or an amendment, must be received by May 30 or August 31, respectively, in order to assure approval by June 30 or September 30.
- II. Statutory Requirements for each JPA pursuant to the Joint Powers Agreements Act, Sections 11-1-1 through 11-1-7 NMSA 1978, as amended:

A JPA is required to be entered into when two public agencies desire to "jointly exercise any power common to the contracting parties." Therefore, all JPAs shall clearly enunciate the joint exercise of any power common to the contracting parties. See Sections 11-1-3 NMSA 1978. Additionally, certain statutes specifically require two or more parties to enter into a JPA in order to fulfill the statute's purpose. Remember, the JPA Act allows agencies with certain powers in common to exercise them in tandem. Express the individual and common powers even if it

appears obvious.

- A. All JPAs shall contain at least one RECITAL of the statute or statutes or other authority (such as ordinance or executive order) that enables or authorizes each public agency to perform the stated work and purpose of the JPA.
- B. Next, all JPAs shall contain an additional RECITAL expressly explaining how the two agencies are “jointly exercising any power common to the contracting parties”. See Section 11-1-3 NMSA 1978.

Example of the RECITALS:

WHEREAS: Public agency A is empowered or authorized by Section ____ NMSA 1978 to do the following ____ OR perhaps has received a grant or an appropriation to do the following _____.

WHEREAS: Public agency B is empowered or authorized by Section ____ NMSA 1978 to do the following _____ (it should overlap public agency A’s power described above).

WHEREAS: Pursuant to the JPA Act, Sections 11-1-1 through 11-1-7 NMSA 1978, public agency A and B desire to enter into this JPA to exercise their common power to do the following _____ as follows: (then describe how A and B will do what they desire to do).

CAVEAT:

Transferring funds or programs, without the joint exercise of a common power, from one public agency to another does not constitute the joint exercise of a common power.

- C. Pursuant to Sections 11-1-2 and 11-1-3 NMSA 1978, only “public agencies” may enter into JPAs. It is the duty of the parties to expressly state how each fits within the definition of public agency. Public corporations must present proof of their status.

- D. Pursuant to Section 11-1-4 NMSA 1978 all JPAs shall:

1. “clearly specify the purpose of the agreement or for any power which is to be exercised...”
2. “...provide for the method by which the purpose will be accomplished and the manner in which any power will be exercised under such agreement...”,
3. “...provide for the strict accountability of all receipts and disbursements...” (if no money is involved, then expressly state this fact and that this provision is therefore inapplicable);
4. “...provide for the disposition, division or distribution of any property

acquired as a result of the joint exercise of powers..." (if there is no property involved, then expressly state this fact and that this provision is therefore inapplicable); and

5. "...provide that after the completion of the agreement's purpose any surplus money on hand shall be returned in proportion to the contributions made..." (if there is no surplus money, then expressly state this fact and explain why).

III. Constitutional Requirements of JPAs

- A. The New Mexico Constitution prohibits certain delegations of statutory authority. In order to assure that no unconstitutional delegation of authority exists, the JPA may designate one agency as the lead agency and expressly include a section that requires the secondary agency to report back to the lead agency. The lead agency must:
 1. Monitor the actions of the secondary agency; and
 2. Possess the ability to take corrective action, including terminating the JPA, if it believes the secondary agency is not performing its duties.

IV. JPA Template

Please examine your JPA template and ensure that it meets statutory, constitutional and DFA requirements. The following are NOT REQUIREMENTS, only guidance, for the form of a JPA:

A. OPTIONAL Liability Provision in Joint Powers Agreement

This Policy and Procedure supercedes DFA Memorandum dated May 13, 1998 and February 2, 1999 Memorandum which discussed liability provisions in Joint Powers Agreements. As stated previously, the Joint Powers Agreement Act *does not* require any provision discussing liability of the parties. Therefore, you may omit liability provisions altogether. However, DFA will now permit JPAs to discuss the allocation of responsibility between public agencies. If public agencies choose to allocate liability, you may use **either, or both**, of the following provisions or those containing similar language based upon your specific needs:

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.

OR:

Each party shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Agreement. Each party shall be liable for its acts or failure to act in accordance with this agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act.

Please do not construe anything in this Policy and Procedure as authorizing "public agencies" to agree to indemnify or hold harmless third parties. **JPAs containing indemnification provisions will be rejected.** However, public agencies, including state agencies or political subdivisions of the

State of New Mexico, may agree to repay each other as reimbursement under the above stated liability provisions, subject to sufficient appropriation by the Legislature or sufficient funds being available to the local public body, as determined by the agency responsible for payment. Furthermore, DFA reserves the right to reject agreements containing language which may be construed as creating a contingent liability in violation of the debt provisions of the New Mexico Constitution. If you would like proposed language reviewed before you incorporated it in a JPA, please contact our General Counsel at 827-3639.

B. Suggested Framework of JPA

JOINT POWERS AGREEMENT

FOR (describe purpose)

BETWEEN

THE (agency 1 name)

AND

THE (agency 2 name)

THIS AGREEMENT is entered into by and between the (public agency name) and the (public agency name).

WHEREAS (RECITALS) and

WHEREAS (RECITALS) and

WHEREAS The parties are public agencies and are authorized by Sections 11-1-1 et seq. NMSA 1978 to enter into this Agreement;

NOW THEREFORE the parties hereby agree as follows:

1. Common Power: The common power to be exercised is (describe common power and specifically cite to the relevant statutes and or ordinances)

2. Scope of work:

A. (name of agency 1) will (describe duties)

B. (name of agency 2) will (describe duties)

3. Term: This Agreement will become effective upon approval by the Department of Finance and Administration. It shall terminate on (date). Upon termination all obligations incurred under this Agreement shall terminate.

4. Property: (describe disposition of property acquired as a result of this JPA)

Disposition of records generated by performance of this agreement shall be

decided by the parties upon termination.

5. Surplus Funds: After completion of the Agreement's purpose, any surplus money on hand shall be returned in proportion to the contributions made.

6. Strict Accountability of all Receipts and Disbursements: Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

7. Amendment: This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties and approved by the Department of Finance and Administration.

8. Appropriations: Performance under this Agreement is contingent upon sufficient authority and appropriations granted by the New Mexico State Legislature.

9. Governing Law: This Agreement shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement which becomes effective as of the date of approval by the Department of Finance and Administration.

(Public Agency 1)

By: _____

Date: _____

(Public Agency 2)

By: _____

Date: _____

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____
Cabinet Secretary

Date: _____

EFFECTIVE DATE

JAMES C. JIMENEZ, CABINET SECRETARY

DFA Office of the Secretary
Bataan Memorial Bldg., Suite 180
Santa Fe, New Mexico 87501
(505) 827-4985

*Agencies must complete and transmit this form along with all backup
documentation to the DFA.*

PRIMARY

PARTY: _____

SECONDARY
PARTY: _____

OTHER
PARTY: _____

CONTACT
NAME: _____

PHONE: _____

CONTACT
ADDRESS: _____

DOCUMENTS ENCLOSED:

AMOUNT:

<input type="checkbox"/>	JPA \$ _____	Federal Funds
<input type="checkbox"/>	JPA Amendment \$ _____	General Fund
<input type="checkbox"/>	Purchase Document	Other State Funds \$ _____
<input type="checkbox"/>	Written Justification \$ _____	Local Gov. Funds
<input type="checkbox"/>	Other _____ \$ _____	TOTAL

Purpose: _____

Term: _____

From: _____

To: _____

FOR AN AMENDMENT, LIST THE ORIGINAL JPA EXPIRATION DATE:

Statutory Requirements- Agencies must check each blank CERTIFYING to DFA that the JPA:

_____ jointly exercises a power common to the parties
_____ (Transferring funds from one agency to another does not
_____ constitute the joint exercise of power.);
_____ clearly specifies its purpose;
_____ establishes the method by which its purpose will be
_____ accomplished;
_____ establishes the manner in which the joint power will
_____ exercised;
_____ provides for strict accountability of all receipts and
_____ disbursement;
_____ addresses disposition, division, distribution and
_____ ownership of any property acquired as the result of the
_____ joint exercise of power; and
_____ specifies that any surplus money shall be returned in
_____ proportion to the contributions made.

Other Requirements if Agencies must enter Y (Yes), N (No), or N/A (Not Applicable) to each of the following:

_____ Is one original and at least two copies of the JPA or
_____ amendment attached? (DFA will forward copies to the
_____ contact.)

_____ Does the JPA or amendment have original signatures
_____ executed by authorized officers, employees or other
_____ representatives empowered to bind their respective
_____ entities?

_____ Are all exhibits referred to in the JPA attached?

_____ Does the JPA provide for the expenditure or transfer of
_____ public funds by a state agency? (All public money must be
_____ budgeted.)

_____ Does the JPA provide for the transfer of local, state or
_____ federal funds to a state agency? If the answer is yes,
_____ cite or attach the legislative authority permitting the

receiving state agency to increase its budget from such a transfer.

If the JPA or amendment start date is prior to the date submitted to DFA or, if the original JPA has expired, is a justification letter requesting retroactive approval attached? (A detailed, letter explaining the circumstances must be signed by the agency head of one of the parties.)

Has the JPA or amendment been reviewed by legal counsel?

If yes, state who _____

Agency Head Signature _____

Title _____



**Board of Regents Meeting
Meeting Date: July 8, 2022
Agenda Item Cover Page**

Agenda Item # D-3

- Action Item
- Consent Item
- Informational Item

Presented By: Derek Dictson
President, NMSU Foundation

Agenda Item: Honorary Naming for Autism Diagnostic Center to be Papen-Aprendamos Autism Diagnostic Center

Requested Action of the Board of Regents: Approval of Honorary Naming of Autism Diagnostic Center to be the Papen-Aprendamos Autism Diagnostic Center

Executive Summary: Please see attached memo.

References: Please see attached memo.

Prior Approvals:

The naming was approved by the Naming Committee of NMSU on 6/8/2022, and by the USAC on 6/27/2022. Both were unanimously approved.

Agenda Item Approved By:

Derek Dictson
President, NMSU Foundation

6/27/2022

Date



College of Health, Education and Social Transformation

MSC 3AC
New Mexico State University
P.O. Box 30001
Las Cruces, NM 88003-8001
575-646-5858
hest.nmsu.edu

Date: May 23, 2022

To: Derek Dictson, VP for University Advancement
NMSU Naming Committee Chair

Through: Henrietta Pichon, Interim Dean

A handwritten signature in black ink, appearing to read 'Henrietta Pichon', written over the printed name.

Proposed Naming of the Autism Diagnostic Center to the Papen-Aprendamos Autism Diagnostic Center, located in O'Donnell Hall, Building 287, Suite 027 (including connected spaces 029, 031, and 031A)

Abel Covarrubias is the founder and Chief Executive Officer of Aprendamos, a therapist-run organization founded in 2005 to serve the needs of individuals with developmental delays through early intervention. Abel received his bachelors in Biology and Masters in Education from NMSU. Abel and his wife Monica personally created an endowed scholarship in education as well as the Aprendamos Intervention Team Endowed Scholarship. Aprendamos holds the annual Tri-Unity Conference to unite the community through education. Proceeds from the conference had been donated to the College of Education, and are now donated to the College of Health, Education, & Social Transformation.

Abel was selected as the 2019 Distinguished Alumni for the College of Education for his dedication to NMSU, the College of Education and our community. Abel and the Aprendamos Intervention Team, P.A. support through community service projects, such as volunteering at Casa de Peregrinos, speaking to NMSU Communication Disorder students, fundraising for the March of Dimes and extensive work providing support to the Hearts for Autism. They also collaborate with many community partners throughout Dona Ana County and Southern New Mexico. Most recently, Abel and the Aprendamos Intervention Team, P.A. has shown their continued support by naming the O'Donnell Hall lecture hall, located in Room 111, as the Aprendamos Intervention Team, P.A. Lecture Hall.

The College of Health, Education, & Social Transformation is proud to recognize the financial support of the Aprendamos Intervention Team, P.A. through this naming. In accordance with NMSU Administrative Rules and Procedures 18.10 and the gift is in accordance with the approved thresholds defined by the Naming Committee on July 8, 2016, I am respectfully requesting approval for the naming of the Autism Diagnostic Center to the **Papen-Aprendamos Autism Diagnostic Center.**



Board of Regents Meeting
Meeting Date: July 8, 2022
Agenda Item Cover Page

Agenda Item # D-4

- Action Item
- Consent Item
- Informational Item

Presented By: Derek Dictson
President, NMSU Foundation

Agenda Item: Philanthropic Temporary Naming of Sunland Park Vocational Academy

Requested Action of the Board of Regents: Approval of a 7-year philanthropic name change from the Sunland Park Vocational Academy to Union Pacific Industrial Careers Academy.

Executive Summary: In exchange for a donation to add career/vocational technical courses to DACC Sunland Park, but new equipment and train educators, as well as provide scholarships, Union Pacific request the name change.

References:
See attached memo.

Prior Approvals:
The name change was approved by the NMSU Naming Committee on 6/8/2022 and the USAC on 6/27/2022. Both approvals were unanimous.

Agenda Item Approved By:

06/27/2022

Derek Dictson
President, NMSU Foundation

Date



MEMORANDUM

Date: March 11, 2022

To: Derek Dictson, VP for University Advancement
NMSU Naming Committee Chair

From: DACC Sunland Park/Brien Murphy

Subject: Proposed naming of DACC Career/Vocational Academy to Union Pacific Industrial Careers Academy (for a 7-year period)

Union Pacific has donated a gift of \$350,000 (fully paid by Dec 2021) to add career/vocation tech classes in Sunland Park of interest to Santa Teresa/Sunland Park Employers, these classes were previously only available in Las Cruces 40 miles north of this area. The gift enables DACC to offer new classes to the DACC System. The gift will also provide scholarships for students seeking certifications. The term of naming is for 7 years based on DACC's calculation of how long it will take to fully distribute the scholarship portion of Union Pacific's gift based on current/projected enrollment, the anticipated size of each scholarship, and recognition of the company's previous support of DACC. The gift has \$70,000 earmarked for scholarships and \$280,000 for DACC classes, equipment, and staff training. This is the largest and most recent gift from Union Pacific.

A handwritten signature in blue ink, appearing to read 'M. Torres'.

Monica Torres
President, Doña Ana Community College



Board of Regents Meeting
Meeting Date: July 8, 2022
Agenda Item Cover Page

Agenda Item # D-5

- Action Item
- Consent Item
- Informational Item

Presented By: Mónica F. Torres, Ph.D.
President, DACC

Agenda Item: Authorization of Doña Ana Community College District General Obligation Bond Sale

Requested Action of the Board of Regents: Approval of the authorization of Doña Ana Community College District General Obligation Bond Sale

Executive Summary:

Resolution Authorizing the Issuance and Sale of the Doña Ana Community College District General Obligation (Limited Tax) Bonds, Series 2022 in an aggregate principal amount not to exceed \$8,000,000 and Delegating Authority to Determine the Final Terms of the Bonds Pursuant to the Supplemental Public Securities Act. In order to meet capital needs identified in the approved Doña Ana Community College (DACC) Master Plan 2019- 2026, the Governing Board of DACC has authorized the second issuance and sale of \$8m of the general obligation bonds authorized by the election of November 2019.

References:

Doña Ana Community College Governing Board Authorizing Resolution (agenda item on July 7, 2022 meeting)

Doña Ana Community College Master Plan 2019-2026 -

https://dacc.nmsu.edu/about/vpfinance/media/DACC_MP_2019.pdf

Doña Ana Community College Finance Plan Update dated 05/10/2022

Prior Approvals:

Doña Ana Community College District Governing Board – November 5, 2020

EXCERPT FROM A SPECIAL MEETING
OF THE GOVERNING BOARD OF THE NEW MEXICO STATE UNIVERSITY –
DOÑA ANA COMMUNITY COLLEGE

The governing board (the "Board") of New Mexico State University Doña Ana Community College District (the "District"), in the Counties of Doña Ana and Otero, and State of New Mexico, met in special open session in full conformity with law and the rules and regulations of the Board, via Zoom videoconference, on July 7, 2022, at the hour of 5:30 p.m., at which meeting there were present and answering the roll call the following:

Present: President: _____

Secretary: _____

Members: _____

Absent: _____

Also Present: _____

The following resolution was then introduced for consideration by the Board:

DOÑA ANA COMMUNITY COLLEGE DISTRICT

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF DOÑA ANA COMMUNITY COLLEGE DISTRICT, DOÑA ANA AND OTERO COUNTIES, NEW MEXICO, GENERAL OBLIGATION (LIMITED TAX) BONDS, SERIES 2022 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$8,000,000, DATED AS OF THE DATE OF DELIVERY, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE DISTRICT, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF, AND SECURITY FOR, PAYMENT; PROVIDING FOR THE APPROVAL OF VARIOUS AGREEMENTS RELATING TO THE BONDS; DELEGATING AUTHORITY TO THE DELEGATE TO DETERMINE THE FINAL TERMS OF THE SERIES 2022 BONDS PURSUANT TO THE SUPPLEMENTAL PUBLIC SECURITIES ACT; AND RATIFYING ACTION PREVIOUSLY TAKEN CONCERNING THE BONDS.

WHEREAS, at a general obligation bond election (“election”) duly called and held for NMSU – Doña Ana Community College District, (the “District”) on the 5th day of November, 2019, the electors of the District authorized the Governing Board of the District (the “Board”) to contract bonded indebtedness on behalf of the District and upon the credit thereof by issuing general obligation bonds of the District to secure funds for the following purposes in the following amount (the “Improvement Project”):

<u>Purpose:</u>	<u>Amount Authorized At Election</u>	<u>Amount Previously Issued</u>	<u>Amount To Be Issued</u>
Erect, furnish, construct, purchase, remodel and equip buildings and utility facilities, exclusive of stadiums; make other real property improvements, purchase grounds; and purchase and install computer hardware and software; or any combination of these purposes.	\$16,000,000	\$8,000,000	\$8,000,000

WHEREAS, the Board has determined and does hereby determine that it is necessary and in the best interest of the District and its residents that District issue General Obligation (Limited Tax) Bonds, Series 2022 (the “Bonds” or the “Series 2022 Bonds”) authorized at the election at this time pursuant to this Resolution and a Sale Certificate to be executed by the Vice President for Business and Finance of the District or designee as authorized by Section 6-14-10.2, NMSA 1978 (the “Sale Certificate”); provided, however, that a satisfactory price be obtained therefor.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF DOÑA ANA COMMUNITY COLLEGE DISTRICT, IN THE COUNTIES OF DOÑA

ANA AND OTERO AND THE STATE OF NEW MEXICO:

Section 1. The Board hereby determines to proceed with the issuance, sale, and delivery of the Bonds. All actions heretofore taken by the Board and the officers and employees of the District directed toward the issuance and sale of the Bonds be and the same hereby are, ratified, approved and confirmed, and the sale of the Series 2022 Bonds in an amount not to exceed \$8,000,000, subject to the terms of the Sale Certificate, is approved. The President of the Board and the Vice President for Business and Finance of the District (“Vice President for Business and Finance”) are hereby further authorized and directed to have published a notice of sale, in substantially the form set forth below, in the *Las Cruces Sun News*, Las Cruces, New Mexico, being a newspaper of general and local circulation in the District, once, at least one week prior to the date of the sale, and to give such other notice as they may determine. The Board hereby appoints BOKF, NA to serve as paying agent and registrar for the Bonds. The final terms of the Bonds shall be within the parameters set forth below:

- (a) The maximum par amount of the Bonds shall not be more than \$8,000,000.
- (b) The final maturity of the Bonds shall be no later than August 1, 2037.
- (c) The maximum interest rate on the Bonds shall be no greater than 10% per annum.
- (d) The Bonds shall be sold pursuant to a competitive sale.
- (e) The Purchaser’s discount shall not exceed 1% of the aggregate principal amount of the Bonds.
- (f) The Bonds may be subject to optional and/or mandatory sinking fund redemption as set forth in the Sale Certificate.

The Vice President for Business and Finance as the delegate is hereby authorized pursuant to this Resolution to determine the final terms of the Bonds as permitted by Section 6-14-10.2 NMSA 1978, award the Bonds to the Purchaser, and to execute a Sale Certificate in conformance with these parameters. The use and distribution of a Preliminary Official Statement and Official Statement by the Purchaser in connection with the sale of the bonds to the public are hereby ratified, authorized, approved and acknowledged. If the Bonds are sold pursuant to a competitive sale, the specific details of and requirements for bidding for the Bonds shall be provided in an official notice of sale (the “Notice of Sale”) to be approved on behalf of the District by the Vice President for Business and Finance or her designee

Section 2. The notice of sale shall be in substantially the following form:

(Form of Notice for Publication)

NOTICE OF BOND SALE
\$8,000,000
NMSU – DOÑA ANA BRANCH COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION (LIMITED TAX) BONDS

SERIES 2022

PUBLIC NOTICE IS HEREBY GIVEN that the Governing Board (“Board”) of NMSU – Doña Ana Community College District (“District”), Counties of Doña Ana and Otero, New Mexico, will, from 9:00 a.m. until 9:30 a.m., local time on August 10, 2022, receive bids sent by electronic transmission for the purchase of the District’s General Obligation (Limited Tax) Bonds, Series 2022 (“Bonds”), in the aggregate principal amount of \$8,000,000. The Board President or such other delegate (including but not limited to the President of Doña Ana Branch Community College or the Vice President for Business and Finance) shall thereafter take action to award the Bonds, and certify to the Board in writing that the final terms comply with the parameters and conditions established in the Notice of Sale Resolution adopted by the Board on July 7, 2022.

The Bonds will be issued as fully registered bonds and will mature on August 1 of each year as follows:

<u>Years</u>	<u>Amounts</u>
<u>Maturing</u>	<u>Maturing</u>
2023	\$965,000
2024	590,000
2025	590,000
2026	590,000
2027	590,000
2028	590,000
2029	590,000
2030	590,000
2031	590,000
2032	590,000
2033	590,000
2034	590,000
2035	545,000

The Bonds constitute a portion of the bonds that were authorized at a general obligation bond election held on November 5, 2019 and will constitute general obligation debt of the District, payable from general taxes that may be levied against all taxable property within the District in an amount not to exceed 5 mills; however, this limit may be exceeded if it is necessary to levy more than 5 mills to pay principal and interest on the Bonds, if the valuation of property within the District declines to a level lower than the valuation of such property in the year the Bonds were issued.

The maximum net effective interest rate permitted on the Bonds is ten percent (10%).

Bidders are required to submit an Official Bid Form or an electronic bid, as discussed below, specifying the lowest rate or rates of interest and premium, if any, at which such bidder will purchase the Bonds. Further limitations and information concerning the interest rates that may be bid for the Bonds and otherwise concerning bidding are set forth in the Official Notice of Bond Sale, of which this notice is a condensation. All bids must comply with the terms of the Official Notice of Bond Sale.

Bids should be sent electronically via PARITY. Only unconditional bids shall be considered. The District reserves the right of waiving any irregularity or informality (except time of filing) in any bid.

The Official Notice of Bond Sale and the Preliminary Official Statement may be obtained from the District's municipal advisor, RBC Capital Markets, LLC, 6301 Uptown Boulevard NE, Suite 110, Albuquerque, New Mexico 87110 (Telephone (505) 872-5992).

The validity and enforceability of the Bonds will be approved by the New Mexico Attorney General, and by Modrall, Sperling, Roehl, Harris & Sisk, P.A., Attorneys at Law, Albuquerque, New Mexico.

Dated: July 7, 2022

President, Governing Board
NMSU – Doña Ana Community College District

(End of Form for Notice of Publication)

The complete form of Notice shall be made available to any person requesting the same and shall be made available for reviewing in electronic format also. The Board directs that the complete form of Notice be mailed or made available electronically to parties interested in the purchase of the Bonds.

Section 3. The official notice of bond sale shall be in substantially the following form:

OFFICIAL NOTICE OF BOND SALE

\$8,000,000

NMSU – DOÑA ANA COMMUNITY COLLEGE DISTRICT
COUNTIES OF DOÑA ANA AND OTERO, STATE OF NEW MEXICO
GENERAL OBLIGATION (LIMITED TAX) BONDS
SERIES 2022

PUBLIC NOTICE IS HEREBY GIVEN that the Governing Board ("Board") of the New Mexico State University – Doña Ana Community College District ("District"), Counties of Doña Ana and Otero, New Mexico, will, from 9:00 a.m. until 9:30 a.m., local time on August 10, 2022, or such other date and time as indicated below (the "Rescheduled Bid Date" and "Rescheduled Deadline," respectively, and together with the Original Bid Date and the Original Deadline, the "Bid Date" and "Deadline," respectively), receive bids sent by electronic transmission at the NMSU – Doña Ana Administrative Building, 2800 N. Sonoma Ranch Boulevard, Las Cruces, New Mexico, or at such other place to be designated as provided below, for the purchase of the District's General Obligation (Limited Tax) Bonds, Series 2022, in the aggregate principal amount of \$8,000,000 (the "Bonds") and then publicly examine the bids received. Bids shall be submitted as an

electronic bid using the facilities of PARITY. The Board President or such other delegate (including, but not limited to, the President of Doña Ana Branch Community College or the Vice President for Business and Finance) will, after receipt and opening of such bids, accept a binding bid for the Bonds, determine the final terms of the Bonds, award the Bonds to the best bidder, and consider any other related matters.

Bid Date: August 10, 2022
Bid Time: Between 11:00 a.m. and 11:30 a.m. Eastern Time
(Between 9:00 a.m. and 9:30 a.m. Mountain Time)
Submit Bid via PARITY

This Official Notice of Bond Sale, and the information set forth herein, are not to be treated as a complete disclosure of all relevant information with respect to the Bonds. The information set forth herein is subject, in all respects, to a more complete description of the Bonds and the security therefore set forth in the Preliminary Official Statement dated August __, 2022 (the “Preliminary Official Statement”).

DESCRIPTION OF ISSUE: The Bonds were authorized at a general obligation bond election held within the District on November 5, 2019. The District has prepared the Preliminary Official Statement, relating to the Bonds which is deemed by the District to be final as of its date for purposes of allowing bidders to comply with Rule 15c2-12 of the Securities Exchange Commission (“the Rule”), except for the omission of certain information as permitted by the Rule. Details of the Bonds, including maturities, redemption provisions, payment dates and security for payment are contained in the Preliminary Official Statement. The Preliminary Official Statement is subject to revision, amendment and completion in a Final Official Statement.

The Bonds will be issued in the aggregate principal amount of \$8,000,000, will be dated the date of delivery, will be issued as fully registered bonds and will mature on August 1 of each year as follows:

<u>Years</u> <u>Maturing</u>	<u>Amounts</u> <u>Maturing</u>
2023	\$965,000
2024	590,000
2025	590,000
2026	590,000
2027	590,000
2028	590,000
2029	590,000
2030	590,000
2031	590,000
2032	590,000
2033	590,000
2034	590,000
2035	545,000

The Bonds will be fully registered bonds in the denomination of \$5,000 each, or

any integral multiple thereof. Interest on the Bonds will be payable on February 1, 2023 and semiannually thereafter on August 1 and February 1 of each year.

ADJUSTMENT OF PRINCIPAL AMOUNTS, MODIFICATION OR CLARIFICATION PRIOR TO RECEIPT OF BIDS: The Vice President for Business and Finance may, after consultation with the Board's financial and bond advisors, in the Vice President for Business and Finance's sole discretion and prior to the examination of bids, (i) adjust the aggregate principal amount set forth herein; (ii) adjust individual maturities; and/or (iii) modify or clarify any other term hereof by issuing a notification of the adjusted amounts, modification or clarification via Thomson Municipal News ("TM3") and/or Bloomberg Financial Services no later than 8:30 a.m., prevailing Mountain Time, on the Bid Date.

RESCHEDULING OF BID DATE AND DEADLINE: The Vice President for Business and Finance may, after consultation with the Board's financial and bond advisors, in the Vice President for Business and Finance's sole discretion on notice given at least twenty-four (24) hours prior to August 10, 2022 (the "Original Deadline"), reschedule the bid date and Original Deadline, and may, at that time or a subsequent time on at least twenty-four (24) hours prior notice, in each case via TM3 and/or Bloomberg Financial Services, establish a rescheduled bid date and rescheduled deadline and a place where electronic bids will be publicly examined.

For purposes of the bids received through the electronic bidding process, the time as maintained by PARITY shall constitute the official time.

BID ADJUSTMENT AFTER RECEIPT OF BIDS: The District reserves the right, after receipt of bids, to adjust the principal amount and maturity schedule for the Bonds by increasing or decreasing the principal amount of each maturity, no later than two (2) hours following receipt of bids to obtain sufficient funds to complete the improvements and/or to maintain the debt service mill levy at an acceptable level; notice of any adjustment will be given promptly to the best bidder and any adjustment will be done in a "spread neutral" manner.

ELECTRONIC BIDDING PROCEDURES: Any prospective bidder must submit its electronic bid through the facilities of PARITY. Subscription to i-Deal's BIDCOMP Competitive Bidding System is required in order to submit an electronic bid. The Board will neither confirm any subscription nor be responsible for the failure of any prospective bidder to subscribe. No other provider of bidding services and no other means of delivery (i.e. telephone, telefax or physical delivery) will be accepted.

An electronic bid made through the facilities of PARITY shall be deemed an irrevocable offer to purchase the Bonds on the terms provided in this Official Notice of Meeting and Bond Sale ("Notice"), and shall be binding upon the bidder. The Board and RBC Capital Markets, LLC ("District's Municipal Advisor") shall not be responsible for any malfunction or mistake made by or as a result of the use of the facilities of PARITY, the use of such facilities being the sole risk of the prospective bidder.

If any provisions of this Notice conflict with information provided by PARITY, as the approved provider of electronic bidding services, this Notice shall control. Further

information about PARITY, including any fee charged, may be obtained from BIDCOMP/PARITY, 1359 Broadway, 2nd Floor, New York, New York 10018, i-Deal Prospectus:(212) 849-5024 or (212) 849-5025; BidComp/Parity: (212) 849-5021.

For information purposes only, bidders are requested to state in their electronic bids the true interest cost to the Board, as described under "BASIS OF AWARD" below. All electronic bids shall be deemed to incorporate the provisions of this Notice and the Official Bid Form.

REDEMPTION: Bonds maturing on and after August 1, ____, are subject to prior redemption prior to their maturity on or after August 1, ____, at the option of the District, in whole or in part at any time, at par value.

PAYMENT OF PURCHASE PRICE: The purchaser will be required to make payment of the balance of the purchase price of the Bonds (after credit for the purchaser's good faith deposit, without interest to the purchaser) in immediately available funds at a depository designated by the District.

INTEREST RATE AND BID LIMITATIONS: The maximum net effective interest rate permitted on the Bonds is ten percent (10%), and no interest rate on any maturity of the Bonds may be greater than ten percent (10%) per annum. It is permissible to bid different or split rates of interest; provided, however, that: (1) no bid shall specify more than one interest rate for each maturity; (2) each interest rate specified must be stated in a multiple of one-eighth (1/8) or one-twentieth (1/20) of one percent (1%) per annum; and (3) the maximum interest rate specified for any maturity may not exceed the minimum interest rate specified for any other maturity by more than two percent (2.0%).

The Bonds will not be sold for less than par.

Bidders are required to submit a bid specifying the lowest rate or rates of interest and premium, if any, at which such bidder will purchase the Bonds. For informational purposes only, each bidder is requested to specify: (a) the method of payment of the good faith deposit, (b) the True Interest Cost on the Bonds stated as a nominal annual percentage rate (see "BASIS OF AWARD" below), (c) gross interest cost, (d) premium, if any, and (e) net interest cost. Only unconditional bids shall be considered.

BASIS OF AWARD: The Bonds will be awarded to the best bidder, considering the interest rate or rates specified and the premium offered, if any, and subject to the right of the Board to reject any and all bids and re-advertise. The best bid will be determined and will be awarded on the basis of the True Interest Cost of the Bonds (i.e., using a True Interest Cost method) for each bid received, and an award will be made (if any is made) to the responsible bidder submitting the bid that results in the lowest actuarial yield on the Bonds. "True Interest Cost" of the Bonds, as used herein, means that yield, which if used to compute the present worth, as of the date of the Bonds, of all payments of principal and interest to be made on the Bonds, from their date to their respective maturity dates, as specified in the maturity schedule and without regard to the possible optional prior redemption of the Bonds, using the interest rates specified in the bid, produces an amount equal to the principal amount of the Bonds plus any premium bid. Such calculation shall be based on a 360-day year consisting of twelve thirty day months and a semiannual

compounding interval. The District reserves the right to waive any irregularity or informality in any bid, except time of filing.

GOOD FAITH DEPOSIT: Not later than 2:00 p.m. (prevailing Mountain Time) on August 10, 2022, and prior to the official award of the Bonds, the successful bidder must send an electronic wire transfer to such account as the District shall specify in immediately available funds a good faith deposit of \$160,000. If such wire transfer is not received from the successful bidder by 2:00 p.m. (prevailing Mountain Time) on August 10, 2022, the next best bidder may be awarded the Bonds. No interest on the deposit will accrue to the best bidder. The deposit will be applied to the purchase price of the Bonds.

The good faith deposit shall be returned if the bid is not accepted by the Board. If the successful bidder fails or neglects to complete the purchase of the Bonds within forty-five (45) days following the acceptance of the bid or within ten (10) days after the Bonds are offered for delivery, whichever is later, the amount of the deposit shall be forfeited to the District as liquidated damages, and, in that event, the Board may accept the bid of the one making the next best bid. If all bids are rejected, the Board shall readvertise the Bonds for sale in the same manner as herein provided for the original advertisement. If there be two or more equal bids and such bids are the best bids received, the Board President or such other delegate (including, but not limited to, the President of Doña Ana Branch Community College or the Vice President for Business and Finance) shall determine which bid shall be accepted.

TIME OF AWARD AND DELIVERY: The Board President or such other delegate (including, but not limited to, the President of Doña Ana Branch Community College or the Vice President for Business and Finance) will take action awarding the Bonds or rejecting all bids not later than 24 hours after the expiration of the time herein prescribed for the receipt of the bids. Delivery of the Bonds will be made to the successful bidder through the facilities of The Depository Trust Company, New York, New York, within 60 days of the acceptance of the bid. If for any reason delivery cannot be made within 60 days, the successful bidder shall have the right to purchase the Bonds during the succeeding 30 days upon the same terms, or at the request of the successful bidder, during the succeeding 30 days, the good faith deposit will be returned, and such bidder shall be relieved of any further obligation. It is anticipated that the delivery of the Bonds will be on or about August 31, 2022.

FURTHER INFORMATION: Information concerning the Bonds, information regarding electronic bidding procedures, bid submission and other matters related to the Bonds, including printed copies of this Notice and the Preliminary Official Statement ("Preliminary Official Statement"), may be obtained from the District's Municipal Advisor, RBC Capital Markets, LLC, 6301 Uptown Boulevard NE, Suite 110, Albuquerque, New Mexico 87110. This Notice and the Preliminary Official Statement are available for viewing in electronic format at www.i-dealprospectus.com. The District has prepared the Preliminary Official Statement for dissemination to potential purchasers of the Bonds, but will not prepare any other document or version for such purpose except as described below. In addition, any NASD registered broker-dealers or dealer banks with The Depository Trust Company clearing arrangements who bid on the Bonds are advised that they may either: (a) print out a copy of the Preliminary Official Statement on their own printer or (b) at any time prior to the sale date, elect to receive a photocopy of the Preliminary Official

Statement in the mail by requesting it from the District's Municipal Advisor. All bidders must review the Preliminary Official Statement, and by submitting a bid for the Bonds, each bidder certifies that such bidder has done so prior to participating in the bidding.

The District will agree in a separate agreement to provide certain periodic information and notices of material events in accordance with Securities and Exchange Commission Rule 15c2-12 ("Rule"), as described in the Preliminary Official Statement under "Continuing Disclosure of Information." The Preliminary Official Statement is deemed final by the District for purposes of Rule 15c2-12(b)(1) except for the omission of the following information: the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings, other terms of the securities depending on such matters, and the identity of the purchaser. The Board will furnish to the successful bidder or bidders, acting through a designated senior representative, in accordance with instructions received from such successful bidder(s) in order to comply with the Rule, within seven (7) business days from the sale date one physical copy of the final Official Statement, reflecting interest rates and other terms relating to the initial reoffering of the Bonds. The cost of preparation of the Official Statement shall be borne by the District except for the cost of any final Official Statement in excess of the number specified shall be borne by the successful bidder(s).

TRANSCRIPT AND LEGAL OPINIONS: The New Mexico Attorney General's written approval of the Bonds, as to form and legality, will be supplied. In addition, the legality of the Bonds will be approved by Modrall, Sperling, Roehl, Harris & Sisk, P.A., Attorneys at Law, Albuquerque, New Mexico, whose opinion approving the legality of the Bonds will be furnished to the successful bidder at no cost to the successful bidder. The opinion will state in substance that the issue of the Bonds is valid and legally binding upon the District, that all of the taxable property in the District is subject to the levy of a tax to pay the same, and that interest on the Bonds is excludable from gross income for purposes of federal income tax.

The successful bidder (without cost to such bidder) will also be furnished with a complete transcript of the legal proceedings, including a no-litigation certificate stating that to the knowledge of the signer or signers thereof, as of the date of the delivery of the Bonds, no litigation is pending affecting their validity or the levy or collection of such taxes for their payment.

ESTABLISHMENT OF ISSUE PRICE (HOLD-THE-OFFERING PRICE RULE MAY APPLY IF COMPETITIVE SALE REQUIREMENTS ARE NOT SATISFIED): The winning bidder shall assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at closing an "issue price" or similar certificate in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the District, and Bond Counsel. All actions to be taken by the District to establish the issue price of the Bonds may be taken on behalf of the District by the District's municipal advisor identified herein and any notice or report to be provided to the District may be provided to the District's municipal advisor.

(a) The District intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of

the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because:

(i) the District shall disseminate a Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(ii) all bidders shall have an equal opportunity to bid;

(iii) the District may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(iv) the District anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to the Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event that the competitive sale requirements described above in subparagraph (a) are not satisfied, the District shall so advise the winning bidder. The District may determine to treat (i) the first price at which 10% of each maturity of the Bonds is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity (the “hold-the-offering-price rule”), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the District if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The District shall promptly advise the winning bidder, at or before the time of award of the Bonds, which maturities of the Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule during the Holding Period, as defined in subparagraph (d)(i) below. Bids will not be subject to cancellation in the event that the District determines to apply the hold-the-offering-price rule to any maturity of the Bonds. Bidders should prepare their bids on the assumption that all of the maturities of the Bonds will be subject to the 10% test in order to establish the issue price of the Bonds.

(b) The District acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The District further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable

for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(c) By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement, and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

(d) The following terms are defined below:

(i) Hold-the-Offering-Price Maturity means a maturity of the Bonds of which less than 10% has been sold to the Public on the Sale Date.

(ii) Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (a) the close of the fifth business day after the Sale Date, or (b) the date on which the winning bidder sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(iii) Maturity means Bonds with the same credit and payment terms. Bond with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(iv) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(v) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is expected to be August 10, 2022.

(vi) Underwriter means (i) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the to the Public).

BANK-QUALIFIED: The District will designate the Bonds as “qualified tax exempt obligations” for purposes of Section 265(b)(3) of the Internal Revenue Code.

RATINGS: A rating of “__” has been received by Moody’s Investors Service.

BOOK-ENTRY ONLY OBLIGATIONS: The Bonds will be issued in book-entry only form through the facilities of the Depository Trust Company

CUSIP NUMBERS: CUSIP identification numbers may be typed or printed on the Bonds, but neither the failure to provide such number on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the purchaser thereof to accept delivery of and to pay for the Bonds in accordance with the terms hereof. The District’s Municipal Advisor will apply for CUSIP numbers prior to the sale date of the Bonds. Any error or omission in printing such numbers on the Bonds will not constitute cause for any winning bidder to refuse delivery of any Bond.

BLUE SKY LAWS: The District has not investigated the eligibility of any institution or person to purchase or participate in the underwriting of the Bonds under any applicable legal investment, insurance, banking, or other laws.

By submitting a bid, the initial purchaser represents that the sale of the Bonds in states other than New Mexico will be made only under exemptions from registration, or, wherever necessary, the initial purchaser will register the Bonds in accordance with the securities laws of the state in which the Bonds are offered or sold. The District agrees to cooperate with the initial purchaser, at the initial purchaser's written request and expense, in registering the Bonds or obtaining an exemption from registration in any state where such action is necessary but will not consent to service of process in any such jurisdiction.

DATED this 7th day of July, 2022.

GOVERNING BOARD –
NMSU – DOÑA ANA COMMUNITY COLLEGE DISTRICT

EXHIBIT A

FORM OF CERTIFICATE REGARDING ISSUE PRICE

(For use where three or more bids for the Bonds were received by the District.)

The undersigned hereby certifies as follows with respect to the \$8,000,000 principal amount of New Mexico State University – Doña Ana Community College District, General Obligation (Limited Tax) Bonds, Series 2022 (the "Bonds").

1. *Reasonably Expected Initial Offering Price.*

- (a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Underwriter are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the Underwriter in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by the Underwriter to purchase the Bonds.
- (b) The Underwriter was not given the opportunity to review other bids prior to submitting its bid.
- (c) The bid submitted by the Underwriter constituted a firm offer to purchase the Bonds.

2. *Defined Terms.*

- (a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.
- (b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.
- (c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is August 10, 2022.
- (d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public

(including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the District with respect to certain of the representations set forth in the Tax Compliance Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Modrall, Sperling, Roehl, Harris & Sisk, P.A., as Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Bonds.

By: _____

Name: _____

Dated: _____

(For use where the District did not receive three or more bids for the Bonds.)

CERTIFICATE REGARDING ISSUE PRICE

The undersigned hereby certifies as follows with respect to the \$8,000,000 principal amount of New Mexico State University – Doña Ana Community College District General Obligation (Limited Tax) Bonds, Series 2022 (the "Bonds").

1. *Hold-the-Price.*

- (a) Other than the Bonds maturing in ____ (“Hold-the-Price Maturities”), if any, the first prices at which at least ten percent (“Substantial Amount”) of the principal amount of each Maturity was sold on the Sale Date to the Public are their respective initial offering prices (“Initial Offering Prices”), as listed in the pricing wire or equivalent communication for the Bonds that is attached to this Certificate as Schedule A.
- (b) On or before the Sale Date, the Purchaser offered to the Public each Maturity of the Hold-the-Price Maturities at their respective Initial Offering Prices, as set forth in Schedule A hereto.
- (c) As set forth in the Notice of Sale, the Purchaser agreed in writing to neither offer nor sell any of the Hold-the-Price Maturities to any person at any higher price than the Initial Offering Price for such Hold-the-Price Maturity until the earlier of the close of the fifth business day after the Sale Date or the date on which the Purchaser sells a Substantial Amount of a Hold-the-Price Maturity of the Bonds to the Public at no higher price than the Initial Offering Price for such Hold-the-Price Maturity.

2. *Defined Terms.*

- (a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.
- (b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.
- (c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is August 10, 2022.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the District with respect to certain of the representations set forth in the Tax Compliance Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Modrall, Sperling, Roehl, Harris & Sisk, P.A., as Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Bonds.

By: _____
Name: _____
Dated: _____

[End of Form of Official Notice of Bond Sale]

Section 4. The Vice President for Business and Finance and officers of the District, the District's Municipal Advisor, and the District's Bond Counsel are authorized to prepare, post, and to distribute the Official Notice of Bond Sale, Official Bid Form, Preliminary Official Statement, and Official Statement to such potential bidders on the Bonds as they may determine in substantially the forms set forth above and as attached hereto and to take all action necessary or appropriate to give effect to the provisions of this Resolution. Pursuant to the Supplemental Public Securities Act, Section 6-14-8 to 6-14-11, NMSA 1978, as amended, the President of the Board, the President, or Vice President for Business and Finance are hereby delegated authority to award the Bonds and to determine any or all of the final terms of the Bonds consistent with this Resolution, the final Official Notice of Bond Sale, and the Supplemental Public Securities Act, as amended. The Board President or such other delegate (including but not limited to the President of Doña Ana Branch Community College or the Vice President for Business and Finance) shall present a certification to the Board at a public meeting that the terms of the Bonds comply with the parameters and conditions of this Resolution.

Section 5. The Vice President for Business and Finance is hereby further authorized and directed to have published the notice of sale in the *Las Cruces Sun News*, Las Cruces, New Mexico, being a newspaper of general and local circulation in the District, once, at least one week prior to the date of the sale, and to give such other notice as they

may determine.

Section 6. The Bonds were authorized at an election held within the District on November 5, 2019. The Bonds shall constitute the general obligation bonds of the District, payable from general ad valorem taxes which levy shall not exceed five mills; provided, however, that this five-mill limitation may be exceeded in any year in which the valuation of the property within the District declines to a level lower than the valuation of the property within the District in the year in which the Bonds were issued. The full faith and credit of the District shall be, and hereby is, irrevocably pledged to the payment of the principal of and interest on the Bonds. The Bonds shall recite that they are issued under authority of Sections 21-2A-1 through 21-2A-12, inclusive, NMSA 1978. Such recital shall conclusively impart full compliance with all of the provisions of Sections 21-2A-1 through 21-2A-12, inclusive, NMSA 1978, and the Bonds shall be incontestable for any cause whatsoever after their delivery for value.

Section 7. A. In order to provide funds for the purpose of erecting, furnishing, constructing, purchasing, remodeling and equipping buildings and utility facilities, exclusive of stadiums; making other real property improvements, purchasing grounds; and purchasing and installing computer hardware and software; or any combination of these purposes, the Board, on behalf of the District and upon the full faith and credit thereof, shall issue the District's Series 2022 Bonds maturing and bearing interest as set forth in the Sale Certificate pursuant to the College District Tax Act.

B. The Series 2022 Bonds shall be issued in an aggregate principal amount not to exceed \$8,000,000, dated as of the date of delivery, (herein the "Series Date"); will be issued in one series and shall consist of bonds numbered consecutively from R-1 upward, issuable in the denomination of \$5,000 each or integral multiples thereof (provided that no individual bond will be issued for more than one maturity); shall bear interest on the basis of a 360-day year and twelve 30-day months from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from the Series Date to maturity at the rates per annum set forth in the Sale Certificate; payable to the registered owner thereof, or registered assigns, on February 1, 2023 or such other date specified in the Sale Certificate, and semiannually thereafter on February 1 and August 1 in each year in which the Series 2022 Bonds are outstanding and shall mature on August 1 of each year set forth in the Sale Certificate. The net effective interest rate on the Series 2022 Bonds shall not exceed ten percent (10%) per annum.

C. The principal of and interest on the Series 2022 Bonds due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by BOKF, NA, an independent third party registrar/paying agent, as "registrar/paying agent" (such entity and any successor thereto, which must be an independent third party registrar/paying agent, the "Registrar/Paying Agent") for the Series 2022 Bonds, upon maturity and upon presentation and surrender thereof at the principal offices of the Registrar/Paying Agent. The form of the Paying Agent and Registrar Agreement submitted to the Board with the adoption of this Resolution is hereby approved. If any Series 2022 Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by the Series 2022 Bond until the principal thereof is paid in full. Payment of interest on the Series 2022 Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other

arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding business day), to the registered owner thereof on the Record Date (defined below) at the address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any interest payment date shall mean the fifteenth day (whether or not a business day) of the month immediately preceding the interest payment date. The person in whose name any Series 2022 Bond is registered on any Record Date with respect to any interest payment date shall be entitled to receive the interest payable thereon on such interest payment date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such interest payment date; but interest on any Series 2022 Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Series 2022 Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Series 2022 Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

D. The Series 2022 Bonds may be subject to redemption prior to their maturity as set forth in the Sale Certificate.

E. Bonds shall be sold to the Purchaser as approved in the Sale Certificate within the parameters set forth in this Resolution.

Section 8. Execution and Authentication of Bonds.

A. Method of Execution. The Bonds shall bear the manual or facsimile signature of the President of the Board and shall be attested by the manual or facsimile signature of the Secretary of the Board and shall bear the manual or facsimile seal of the Board. The Bonds shall be authenticated by the manual signature of an authorized officer of the Registrar/Paying Agent. The Bonds bearing the signatures or facsimile signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations of the District, notwithstanding that before the delivery of the Bonds and payment therefor, or before the issuance thereof upon transfer or exchange, any or all of the persons whose signatures appear on the Bonds shall have ceased to fill their respective offices.

B. Filing Manual Signatures. The President and Secretary of the Board may, by the execution of a signature certificate pertaining to the Bonds, adopt as and for their respective signatures the facsimiles thereof appearing on the Bonds; and, at the time of the execution of the signature certificate, the President of the Board and Secretary may each adopt as and for his or her facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon any of the Bonds. The President and Secretary of the Board, pursuant to Sections 6-9-1 through 6-9-6, inclusive, NMSA 1978, may each forthwith file his manual signature, certified by him

under oath, with the Secretary of State of New Mexico, provided that such filing shall not be necessary for any officer where any previous filing shall have application to the Bonds.

C. Authentication. No Bond shall be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form hereinafter provided, has been duly executed by the Registrar/Paying Agent. The Registrar/Paying Agent's certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer of the Registrar/Paying Agent, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 9. Registration, Transfer, Exchange and Ownership of Bonds.

A. Registration, Transfer and Exchange. Books for the registration and transfer of the Bonds shall be kept by the Registrar/Paying Agent, which is hereby appointed by the District as registrar and as paying agent for the Bonds. Upon the surrender for transfer of any Bond at the principal corporate trust office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be transferred in the name of the transferee or transferees a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal corporate trust office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be exchanged a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment by the owner of any Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

B. Owner of the Bonds. The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided with respect to payment of overdue interest; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

C. Replacement Bonds. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Bond or other proof of loss or destruction, proof of ownership, a surety bond in twice the face amount of the Bond, payment of the cost of preparing and issuing the new Bond, and other such evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate

principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

D. Delivery of Bond Certificates to Registrar/Paying Agent. The officers of the District are authorized to deliver to the Registrar/Paying Agent fully executed but unauthenticated Bonds in such quantities as may be convenient to be held in custody by the Registrar/Paying Agent pending use as herein provided.

E. Cancellation of Bonds. Whenever any Bond shall be surrendered to the Registrar/Paying Agent upon payment thereof, or to the Registrar/Paying Agent for transfer, exchange or replacement as provided herein, such Bond shall be promptly cancelled by the Registrar/Paying Agent, and counterparts of a certificate of such cancellation shall be furnished by the Registrar/Paying Agent to the District.

F. Book Entry. Notwithstanding any other provision herein, the Bonds may be issued or registered, in whole or in part, in book-entry form from time to time with no physical distribution of bond certificates made to the public, with The Depository Trust Company of New York, New York (the "Depository"), acting as securities depository for the Bonds. A single certificate for each maturity date of the Bonds issued in book-entry form will be delivered to the Depository and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in authorized denominations, with transfer of ownership effected on the books of the Depository and its participants (the "Participants"). As a condition to delivery of the Bonds in book-entry form, the purchaser will, immediately after acceptance of delivery thereof, deposit, or cause to be deposited, the Bond certificates with the Depository, registered in the name of the Depository or its nominee. Principal and interest will be paid to the Depository or its nominee as the registered owner of the Bonds. The transfer of principal and interest payments to Participants will be the responsibility of the Depository; the transfer of principal and interest payments to the beneficial owners of the Bonds (the "Beneficial Owners") will be the responsibility of Participants and other nominees of Beneficial Owners maintaining a relationship with Participants (the "Indirect Participants"). The District will not be responsible or liable for maintaining, supervising or reviewing the records maintained by the Depository, Participants or Indirect Participants.

If (i) the Bonds are not eligible for the services of the Depository, (ii) the Depository determines to discontinue providing its services with respect to the Bonds or (iii) the District determines that a continuation of the system of book-entry transfers through the Depository ceases to be beneficial to the District or the Beneficial Owners, the District will either identify another similar depository to perform such functions or certificates for the Bonds will be delivered to the Beneficial Owners or their nominees, and the Beneficial Owners or their nominees, upon authentication of Bonds and registration of those Bonds in the Beneficial Owners' or nominees' names, will become the owners of the Bonds for all purposes. In that event, the District shall mail an appropriate notice to the Depository for notification to Participants, Indirect Participants and Beneficial Owners of the substitute Depository or the issuance of bond certificates to Beneficial Owners or their nominees, as applicable.

Officers of the District are authorized to sign agreements with or letters to the Depository relating to the matters set forth in this Section.

Notwithstanding any other provision herein, so long as all of the Bonds are registered in the name of the Depository or its nominee, all payments of principal and interest on the Bonds, and all notices with respect to the Bonds, shall be made and given by the Registrar/Paying Agent or the District to the Depository as provided in this Bond Resolution and by the Depository to its Participants or Indirect Participants and notices to the Beneficial Owners of the Bonds in the manner provided in an agreement or letter of the District to the Depository.

Section 10. Successor Registrar/Paying Agent. If the Registrar/Paying Agent initially appointed hereunder shall resign, or if the District shall reasonably determine that the Registrar/Paying Agent has become incapable of fulfilling its duties hereunder, the District may, upon notice mailed to each registered owner of Bonds at the address last shown on the registration books, appoint a successor registrar/paying agent. Every such successor registrar/paying agent shall be a bank or trust company located in and in good standing in the United States and having a shareholders' equity (e.g., capital stock, surplus and undivided profits), however denominated, of not less than \$10,000,000.

Section 11. Negotiability. Subject to the registration provisions hereof, the Bonds hereby authorized shall be fully negotiable and shall have all the qualities of negotiable paper, and the registered owner or owners thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code.

Section 12. Form of Bonds. The Bonds shall be in substantially the following form:

[Form of Bond]

REGISTERED
NO. _____

REGISTERED
\$ _____

DOÑA ANA COMMUNITY COLLEGE DISTRICT
DOÑA ANA COUNTY, NEW MEXICO
GENERAL OBLIGATION (LIMITED TAX) BONDS,
SERIES 2022

Registered Owner: _____

Principal Amount: _____ DOLLARS

Interest Rate: _____ % per annum Maturity Date: August 1, 20__ Series Date: ____, 2022 CUSIP _____

The governing board (the “Board”) of Doña Ana Community College District, Doña Ana County, New Mexico (the “District”), on the faith, credit and behalf of the District, for value received, hereby promises to pay to the registered owner named above, or registered assigns, the principal amount hereof on the Maturity Date and to pay interest on the principal amount at the Interest Rate on February 1, 2023, and thereafter on February 1 and August 1 of each year (the “Interest Payment Date”) from the Series Date to its maturity. The principal of the bonds of the series of which this is one (the “Bonds”) and interest due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by BOKF, NA, as “registrar/paying agent” (such bank and any successor thereto, the “Registrar/Paying Agent”) for the Bonds, upon maturity and upon presentation and surrender thereof at the principal corporate trust office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by said Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each Interest Payment Date (or, if such Interest Payment Date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term “Record Date” as used herein with respect to any Interest Payment Date shall mean the 15th day of the month preceding an Interest Payment Date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable thereon on such Interest Payment Date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the “Special Record Date”) fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

The Bonds are fully registered and are issuable in denominations of \$5,000 and any integral multiple thereof (provided that no individual bond may be issued for more than one maturity).

The series of Bonds of which this bond is one is limited to the total principal amount of \$8,000,000 of like tenor except as to number, denomination, maturity date, and interest rate, issued by Doña Ana Community College District, Doña Ana County, New Mexico, for the purpose of (1) erecting, furnishing, constructing, purchasing, remodeling

and equipping buildings and utility facilities, exclusive of stadiums; making other real property improvements, purchasing grounds; and purchasing and installing computer hardware and software; or any combination of these purposes; under the authority of and in full conformity with the Constitution and laws of the State of New Mexico (particularly Sections 21-2A-1 through 21-2A-12, Sections 21-14-1 through 21-14-15 NMSA 1978, Sections 6-14-8 through 6-14-11, and the provisions of Sections 6-15-3 through 6-15-10, NMSA 1978, and acts amendatory and supplemental thereto), and pursuant to a resolution of the Board duly adopted on July 7, 2022, and made a law of the District prior to the issuance of this bond (the “Bond Resolution”).

Bonds maturing on and after August 1, _____, are subject to redemption prior to their maturity on or after August 1, _____, at the option of the Board, in one or more units of principal of \$5,000, in whole or in part at any time, at par value, in such order of maturities as the District may determine (and by lot if less than all of the Bonds of such maturity are redeemed).

Notice of redemption of the Bonds will be given by the Registrar/Paying Agent by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the address shown as of the fifth day prior to the mailing of notice on the registration books by the Registrar/Paying Agent. The District shall give the Registrar/Paying Agent notice of the Bonds to be called for redemption at least 15 days prior to the date that the Registrar/Paying Agent is required to give owners notice of redemption specifying the Bonds and the principal amount to be called for redemption and the applicable redemption dates. The Registrar/Paying Agent’s failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. The notice will specify the number or numbers and maturity date or dates of the Bonds to be redeemed (if less than all are to be redeemed) the principal amount of any Bond to be redeemed in part, the date fixed for redemption, and that on such redemption date there will become and be due and payable upon each Bond or part thereof to be redeemed at the office of the Registrar/Paying Agent the principal amount thereof to be redeemed plus accrued interest, if any, to the redemption date and that from and after such date interest will cease to accrue on the principal amount redeemed. Such notice may be a conditional notice of redemption insofar as the money or securities necessary to pay the redemption price of the Bonds are not required to be on deposit with the Registrar/Paying Agent prior to the giving of notice of optional redemption of the Bonds. If notice is given in the manner provided above, the Bond or Bonds or part thereof called for redemption will become due and payable on the redemption date designated and if an amount of money sufficient to redeem all Bonds called for redemption is on deposit with the Registrar/Paying Agent on the redemption date, the Bonds or part thereof to be redeemed shall be deemed to be not outstanding and will cease to bear or accrue interest from and after such redemption date. Upon presentation of a Bond to be redeemed at the office of the Registrar/Paying Agent on or after the redemption date, the Registrar/Paying Agent will pay such Bond, or portion thereof called for redemption.

The Registrar/Paying Agent will maintain the books of the District for the registration of ownership of the Bonds. Upon the surrender for transfer of any Bond at the principal corporate trust office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly

authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be transferred in the name of the transferee or transferees a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal corporate trust office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be exchanged a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment by the owner of any Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided with respect to payment of interest; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Bond or other proof of loss or destruction, proof of ownership, a surety bond in twice the face amount of the Bond, payment of the cost of preparing and issuing the new Bond, and such other evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

For the punctual payment of the principal of and interest on this bond as aforesaid and for the levy and collection of taxes in accordance with the statutes authorizing the issuance of this bond, the full faith and credit of the District is hereby irrevocably pledged. The Board has, by the Bond Resolution, ordered the creation of an interest and sinking fund for the payment of the Bonds. Such fund is to be held in trust for the benefit of the owner or owners of the Bonds.

It is hereby certified, recited and warranted that all the requirements of law have been complied with by the proper officials of the District in the issuance of this bond; that the total indebtedness of the District, including that of this bond, does not exceed any limit of indebtedness prescribed by the Constitution or laws of the State of New Mexico; that provision has been made for the levy and collection of annual taxes sufficient to pay the principal of and the interest on this bond when the same become due; that the Bonds,

For value received, the undersigned sells, assigns and transfers unto _____ whose social security or tax identification number is _____ the within bond and irrevocably constitutes and appoints _____ attorney to transfer such bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

NOTE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

[End of Form of Assignment]

[End of Form of Bond]

Section 13. Delivery of Bonds. When the Bonds have been duly executed and authenticated, they shall be delivered to the Purchaser as the lawful purchaser thereof. The funds realized from the sale of the Bonds shall be applied solely for the Project, but the purchaser of the Bonds shall in no manner be responsible for the application of or disposal by the District, or any of its officers, of any of the funds derived from the sale thereof.

The Series 2022 Bonds shall not be issued unless and until the approval of Attorney General of the State of New Mexico as to form and legality of the Bonds shall have been obtained as required by Section 21-2A-6 NMSA 1978, as amended and supplemented from time to time.

Section 14. Security for the Bonds. There shall be levied on all taxable property in the District, at the time and in the manner provided by law, in addition to all other taxes, direct annual ad valorem taxes sufficient to pay the principal of and interest accruing on the Bonds promptly as the same shall become due. This levy, pursuant to Sections 21-2A-6 and 21-2A-7, NMSA 1978, shall not exceed five mills; provided, however, that this five mill limitation may be exceeded in any year in which the valuation of the property within the District declines to a level lower than the valuation of the property in the year in which the Bonds were issued. This Resolution is hereby declared to be the certificate to the Boards of County Commissioners of Doña Ana County and Otero County, New Mexico, as to the amount of taxes necessary to be levied for the purposes herein stated and said taxes shall be certified, levied and extended upon the tax rolls and collected in the same manner, at the same time and subject to the same penalties as general state and county taxes are certified, levied and collected. Said taxes, when collected, shall be kept by the District in an interest and sinking fund, which is hereby created, to be used solely for the purpose of paying the principal of and interest on the Bonds as the same become due or mature; provided that nothing herein contained shall be so construed as to prevent the application of any other funds belonging to the District and available for that purpose, to the payment

of the Bonds or the interest thereon, as the same become due and upon such payment the levy or levies of tax provided for in this Section may thereupon to that extent be diminished. If the taxes herein provided for shall not be levied or collected in time to pay the interest on or principal of the Bonds as the same become due or mature, then such interest or principal shall be paid from any funds belonging to the District, which funds may be reimbursed from the taxes herein provided for when the same are collected.

Section 15. Delegated Authority and Execution of Documents. The President of the Board, Vice-President, Secretary and other officers and employees of the District be and they hereby are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including without limiting the generality of the foregoing, the entering into of a registrar/paying agent agreement, the printing of the Bonds, the execution of a continuing disclosure undertaking for the benefit of the Bond purchaser, the execution of letters and agreements with the Depository, the printing and execution of disclosure documents relating to the Bonds, and such certificates as may be required by the Bond purchaser or bond counsel relating to, among other things, the signing of the Bonds, the tenure and identity of District officials, the receipt of the purchase price of the Bonds from the purchaser and the absence of litigation, pending or threatened, if in accordance with the facts, affecting the validity thereof and the absence and existence of factors affecting the exclusion of interest on the Bonds from gross income for federal income tax purposes. Pursuant to the Supplemental Public Securities Act, Section 6-14-8 to 6-14-11, NMSA 1978, as amended, the President of the Board, or the President or Vice President for Business and Finance of Doña Ana Community College (collectively, the “Delegate”) and/or designee are hereby delegated authority to award the Series 2022 Bonds and to determine any or all of the final terms of the Series 2022 Bonds, consistent with this Resolution and the Supplemental Public Securities Act, as amended. The Delegate and/or designee shall present a Sale Certificate to the Board at a public meeting certifying that the terms of the Series 2022 Bonds comply with the parameters and conditions of this Resolution

Section 16. Defeasance. When all principal and interest in connection with the Bonds have been duly paid, the pledge therefor and all obligations of the District hereunder shall thereby be discharged and the Bonds shall no longer be deemed to be outstanding. There shall be deemed to be such payment when the District has caused to be placed in escrow and in trust with a bank doing business in the State which is a member of the Federal Deposit Insurance Corporation and exercising trust powers, an amount sufficient (including the known minimum yield from direct obligations of the United States or securities that are unconditionally guaranteed by the United States (“Government Obligations”), in which such amounts are or may be initially invested) to meet all requirements of principal and interest on the Bonds as the same become due to their final maturities or upon designated prior redemption dates. The Government Obligations shall become due prior to the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the District and such bank at the time of the creation of the escrow, or the Government Obligations shall be subject to redemption at the option of the holders or owners thereof to assure such availability as needed to meet such schedule. If any Bond is to be redeemed prior to maturity, notice of redemption shall have been given or arrangements satisfactory to the Registrar/Paying Agent shall have been made for the giving of such notice.

Section 17. Protective Covenants.

A. Authorization. The District covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary so that the Bonds will not constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”). The President of the Board, Vice-President, Secretary and any other officer and employee of the District having responsibility for the issuance of the Bonds shall give an appropriate certificate of the District, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the District regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of interest on the Bonds.

B. Tax Compliance. The District covenants that it (a) will take or cause to be taken such actions which may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, and (b) will not take or permit to be taken any actions which would adversely affect that exclusion, and that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield, as required, on investment property acquired with those proceeds, (iii) make timely rebate payments, if required, to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of proceeds; all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. The President of the Board, Vice-President, Secretary and other appropriate officers and employees are hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications, as may be appropriate to assure such exclusion of that interest.

C. Bank-Qualification. The District hereby designates the Bonds “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code. In that connection, the District hereby covenants that the District, it having no “subordinate entities” with authority to issue obligations within the meaning of that section of the Code, in or during the calendar year in which the Bonds are issued (i) will not designate as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code, tax-exempt obligations, including the Bonds, in an aggregate principal amount in excess of \$10,000,000 and (ii) will not issue tax-exempt obligations within the meaning of Section 265(b)(4) of Code, including the Bonds, and any qualified 501(c)(3) bonds as defined in Section 145 of the Code (but excluding obligations, other than qualified 501(c)(3) bonds, that are private activity bonds as defined in Section 141 of the Code), in an aggregate principal amount exceeding \$10,000,000, unless the District receives an opinion of nationally recognized bond counsel that such designation or issuance, as applicable, will not cause the Bonds to cease to be “qualified tax-exempt obligations.”

Section 18. Investment of Money. Moneys in any fund not immediately needed may be invested as provided by state law and applicable federal statutes and regulations, provided that the Board and the District hereby covenant to the purchasers and the holders of the Bonds from time to time that the District will make no use of the proceeds of the Bonds or any funds reasonably expected to be used to pay the principal of or interest on the Bonds which will cause the Bonds to be arbitrage bonds within the meaning of Section

148 of the Code, as amended, or which would adversely affect the tax status of interest on the Bonds under the Code. This covenant is for the benefit of the purchasers and the holders of the Bonds from time to time.

Section 19. Continuing Disclosure Undertaking. To assist the purchaser in complying with Securities and Exchange Commission Rule 15c2-12(b)(5), at the time of delivery of the Bonds, the District will undertake, pursuant to a written continuing disclosure undertaking, to provide annual financial information and notices of certain material events.

Section 20. Irrepealable. After any of the Bonds have been issued, this resolution shall constitute a contract between the District and the holder or holders of the Bonds and shall be and remain irrepealable and unalterable until the Bonds and the interest thereon shall have been fully paid, satisfied and discharged, defeased or until such payment has been duly provided for.

Section 21. Severability. If any section, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 22. Effective Date. This Resolution shall take effect immediately upon its adoption.

Section 23. Publication of Notice. The following notice shall be published in substantially the following form one time in a newspaper having general circulation in the District as soon as is practicable after the adoption hereof.

[Form of Notice]

NOTICE OF ADOPTION OF RESOLUTION

NOTICE IS HEREBY GIVEN that the governing board of Doña Ana Community College District, Doña Ana County, New Mexico, did on the 7th day of July, 2022, adopt a resolution entitled:

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF DOÑA ANA COMMUNITY COLLEGE DISTRICT, DOÑA ANA AND OTERO COUNTIES, NEW MEXICO, GENERAL OBLIGATION (LIMITED TAX) BONDS, SERIES 2022 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$8,000,000, DATED AS OF THE DATE OF DELIVERY, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE DISTRICT, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF, AND SECURITY FOR, PAYMENT; PROVIDING FOR THE APPROVAL OF VARIOUS AGREEMENTS RELATING TO THE BONDS; DELEGATING AUTHORITY TO THE DELEGATE TO DETERMINE THE FINAL TERMS OF THE SERIES 2022 BONDS PURSUANT TO THE SUPPLEMENTAL

PUBLIC SECURITIES ACT; AND RATIFYING ACTION PREVIOUSLY TAKEN CONCERNING THE BONDS.

The Resolution directs and authorizes the issuance of Doña Ana Community College District, Doña Ana County, New Mexico General Obligation Limited Tax Improvement Bonds, Series 2022 (the “Bonds”), in the aggregate principal amount not to exceed \$8,000,000; delegates authority to the Delegate to determine the final terms of the Bonds pursuant to the Supplemental Securities Act and to award the sale of the Bonds to the best bidder therefor with the parameters of this Resolution pursuant to a Sale Certificate; provides for the delivery thereof; provides for the form of the Bonds; provides for levy of taxes to pay the principal of and interest on the Bonds; makes certain covenants with the Bond purchaser; and provides other details concerning the Bonds. Complete copies of the Resolution are available for public inspection during normal and regular business hours at the office of the Vice President for Business and Finance of Doña Ana Community College District, 2800 North Sonoma Ranch Boulevard, Las Cruces, New Mexico. This notice constitutes compliance with Section 6-14-6 NMSA 1978.

DATED this 7th day of July, 2022.

DOÑA ANA COMMUNITY COLLEGE DISTRICT

[End of Form of Notice]

Section 24. Repealer. All acts and resolutions, or parts thereof, in conflict with this Resolution are hereby rescinded, annulled and repealed.

[Remainder of page intentionally left blank]

PASSED AND APPROVED this 7th day of July, 2022.

GOVERNING BOARD
DOÑA ANA COMMUNITY
COLLEGE DISTRICT

By _____
Laura Salazar Flores, President of the Board

[SEAL]

ATTEST:

Merlinda Hinojos, Secretary

_____ moved adoption of the resolution, and _____ seconded the motion. The motion to adopt the resolution upon being put to a vote was passed and adopted on the following recorded vote:

Those Voting Aye:

Those Voting Nay:

Those Absent:

_____ () members of the Board having voted in favor of the motion, the presiding officer declared the motion carried and the resolution adopted, whereupon the President of the Board and Secretary signed the resolution. The Secretary was directed to enter the foregoing proceedings and resolution upon the records of the minutes of the Board.

STATE OF NEW MEXICO)
)ss.
COUNTIES OF DOÑA ANA AND OTERO)

I, Merlinda Hinojos, the duly qualified and acting Secretary of the Governing Board of the New Mexico State University – Doña Ana Community College District, do hereby certify:

1. The foregoing pages are a true, correct and complete copy of the record of the proceedings of the Governing Board (the “Board”) of the New Mexico State University – Doña Ana Community College District (the “District”), had and taken at a duly called, special, open meeting held via Zoom teleconference on the 7th day of July, 2022, at the hour of 5:30 p.m., insofar as the same relate to the Resolution relating to the authorization of the Series 2022 Bonds, a copy of which is therein set forth as recorded in the regular book of official records of the proceedings of the District kept in office of the Vice President for Business and Finance.

2. The proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at the meeting, as therein shown.

3. Notice of the meeting was given in accordance with the open meetings standards of the District presently in effect. Such notice constitutes compliance with the permitted methods of giving notice of meetings of the Board as required by the open meetings standards resolution adopted by the Board and presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the District this 7th day of July, 2022.

Merlinda Hinojos, Secretary

Doña Ana Community College

Finance Plan Update

5/10/2022

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Capital
Markets

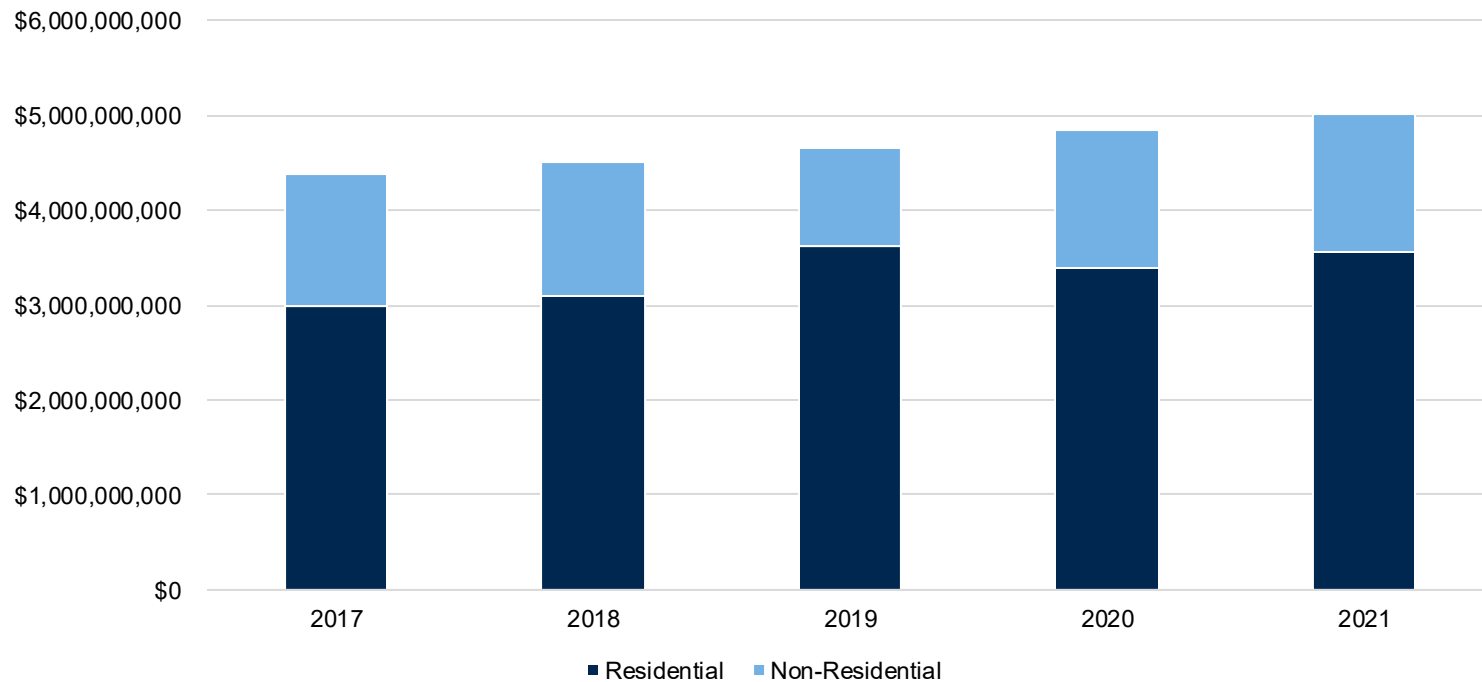
History of Assessed Valuation

	2017	2018	2019	2020	2021
Residential	\$2,998,803,460	\$3,090,064,154	\$3,625,533,070	3,397,980,487	3,562,434,853
Non-Residential	1,377,351,860	1,414,522,446	1,034,541,593	1,450,724,579	1,442,891,892
Total	\$4,376,155,320	\$4,504,586,600	\$4,660,074,663	\$4,848,705,066	\$5,005,326,745
% Growth	3.12%	2.93%	3.45%	4.05%	3.23%

5 Year Average Growth Rate 3.36%

10 Year Average Growth Rate 2.85%

Source: Dona Ana Assessor's Office and Otero Assessor's Office



History of Tax Rates

Within 20 Mill Limit for General Purposes

	2021	2020	2019	2018	2017
State of New Mexico	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000
Dona Ana County	9.114	9.222	9.253	9.137	9.055
Dona Ana Community College	1.230	1.245	1.250	1.250	1.250
City of Las Cruces	4.774	4.805	4.841	4.776	4.732
Las Cruces Schools	0.339	0.342	0.344	0.340	0.337
Total	\$15.457	\$15.614	\$15.688	\$15.503	\$15.374

Over 20 Mill Limit - Interest, Principal, Judgment, etc.

	2021	2020	2019	2018	2017
State of New Mexico	\$1.360	\$1.360	\$1.360	\$1.360	\$1.360
Dona Ana County	0.096	0.099	0.098	0.108	0.108
Dona Ana Community College (DS)	0.750	0.750	0.750	0.750	0.350
City of Las Cruces	4.002	3.994	4.007	3.994	1.970
Las Cruces Schools	9.593	9.604	9.605	9.600	9.581
Total	\$15.801	\$15.807	\$15.820	\$15.812	\$13.369

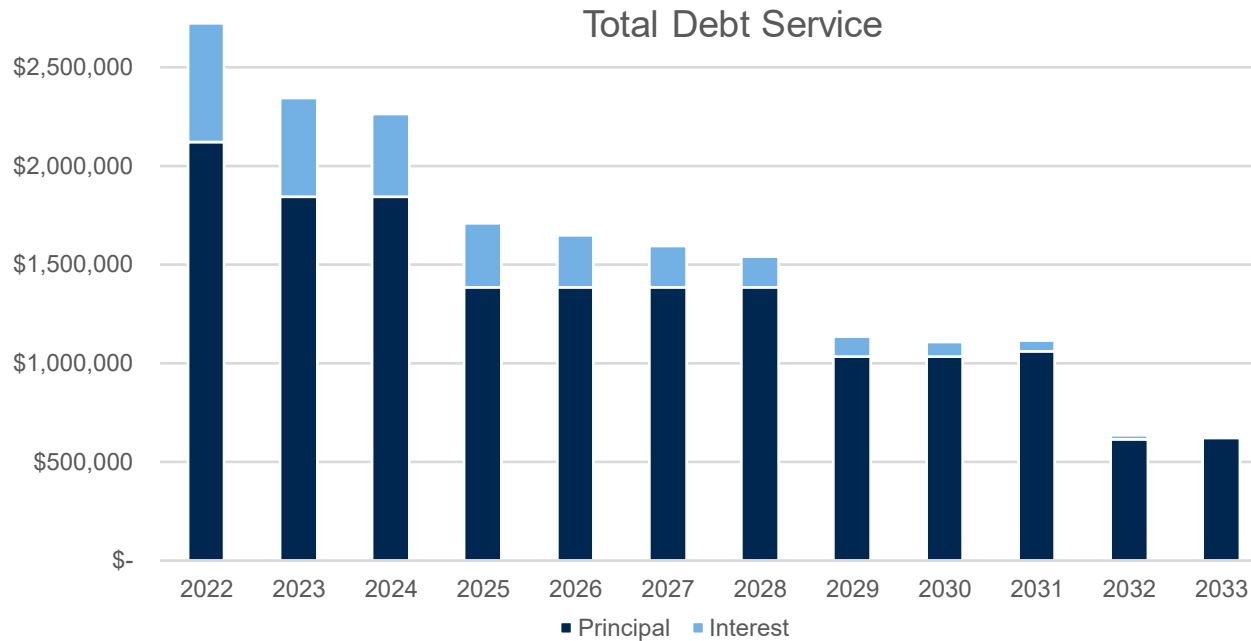
Total Levy

	2021	2020	2019	2018	2017
State of New Mexico	\$1.360	\$1.360	\$1.360	\$1.360	\$1.360
Dona Ana County	9.210	9.321	9.351	9.245	9.163
Dona Ana Community College	1.980	1.995	2.000	2.000	1.600
City of Las Cruces	8.776	8.799	8.848	8.770	6.702
Las Cruces Schools	9.932	9.946	9.949	9.940	9.918
Total Residential in Las Cruces	\$31.258	\$31.421	\$31.508	\$31.315	\$28.743
Total Non-Residential in Las Cruces	\$34.573	\$34.554	\$34.540	\$34.546	\$32.147
Total for Town of Mesilla					
Residential	\$23.490	\$23.638	\$23.688	\$23.574	\$23.077
Non-Residential	\$27.763	\$27.765	\$27.753	\$27.760	\$27.367
Total for Town of Hatch					
Residential	\$30.683	\$30.843	\$30.891	\$30.593	\$30.110
Non-Residential	\$33.642	\$33.646	\$33.674	\$33.676	\$33.233
Total for City of Sunland Park					
Residential	\$35.593	\$35.870	\$35.754	\$35.625	\$35.074
Non-Residential	\$39.739	\$39.739	\$39.712	\$39.780	\$39.378
Total for City of Anthony					
Residential	\$34.477	\$31.371	\$31.833	\$29.231	\$28.677
Non-Residential	\$34.497	\$34.184	\$34.612	\$32.130	\$31.728

Source: New Mexico Department of Finance & Administration

Current Outstanding Debt

Issue	Bond Type	Original Par Amount	Amount Outstanding	Callable Amount Outstanding	Call Date	Coupons	Final Maturity	Purpose
2015 Bonds	Fixed Rate	\$8,800,000	\$2,300,000	\$1,700,000	8/1/2023 @ 100%	3.00%	2028	New money
2018 Bonds	Fixed Rate	6,200,000	4,230,000	2,550,000	8/1/2025 @ 100%	3.00% - 5.00%	2031	New Money
2021 Bonds	Fixed Rate	9,995,000	9,145,000	2,440,000	8/1/2028 @ 100%	2.00% - 5.00%	2033	New money
TOTAL			\$15,675,000	\$6,690,000				



Key Points of Debt Management Plan

- To meet current capital needs, voters approved the issuance of \$16,000,000 in general obligation bonds In November 2019 to be sold over a period of four years.
 - \$8,000,000 sold in early 2021
 - Original plan of finance had remaining \$8,000,000 to be sold in 2022
 - Sale of bonds is structured to maintain tax rate of 0.75 mils.
 - Maintain current tax rate
 - 13-year final maturity (20-year maximum).

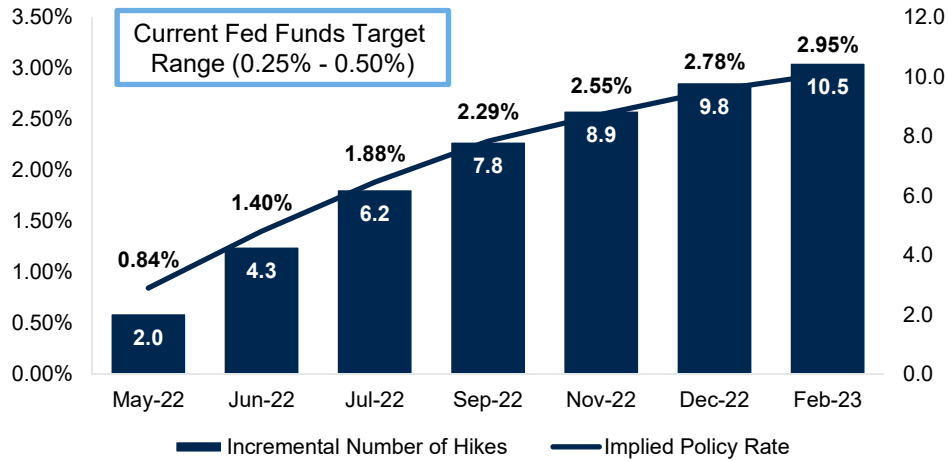
2021 Assessed Valuation	\$ 5,005,326,745
Constitutional Debt Limitation (3% of Assessed Valuation)	150,159,802
Less Current Outstanding Debt	(15,675,000)
Available Debt Capacity	\$ 134,484,802
% Bonded to Capacity	10.44%

Bond Sale Timing, Considerations and Election Timing

- Original plan of finance has remaining \$8 million of voter authorized bonds to be issued in 2022.
- Voter authorization is good through November 2023
- DACC has until October 2023 to issue any remaining bonds and not lose authorization
 - When issuing bonds there are several factors to consider
 - How quickly can the funds be spent
 - There has to be a reasonable expectation that the proceeds can be spend within a three year period
 - After the issuance of bonds DACC has three years to expend 85% of the proceeds
 - Market conditions
 - Interest rates are currently experiencing significant volatility along with rates rising at a rapid pace
 - Rates are impacted to a certain degree by the uncertainty of how quickly the federal reserve will raise rates for the remainder of the year
 - The impact of supply chain issues from the Russian and Ukraine war and a resurgence of COVID and Lockdown in China
 - Supply chain issue are expected to further exacerbate inflation through tightening of the money supply by the Federal Reserve with more aggressive rate hikes.
 - While the market have priced in fairly aggressive Federal Reserve rate hikes, rates are expected to be higher next yearThe impact of supply chain issues from the Russian and Ukraine war and a resurgence of COVID and Lockdown in China

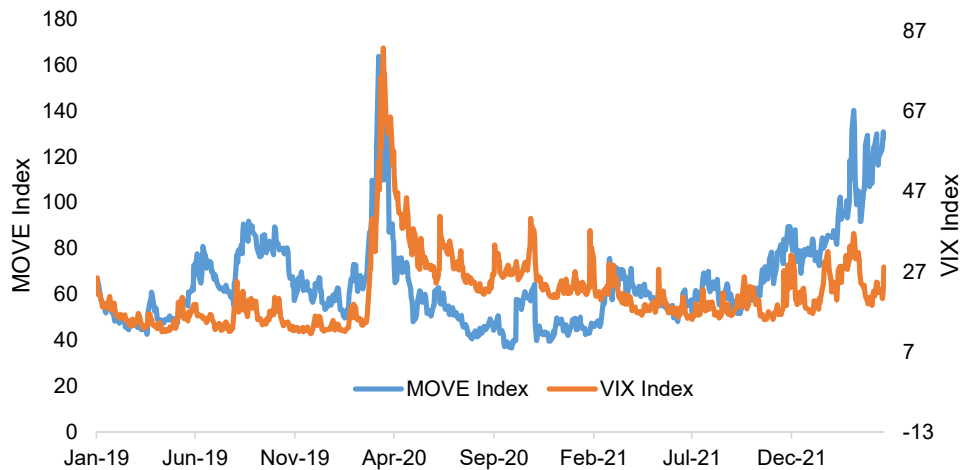
Economic Overview Reflects Increased Volatility – Invasion of Ukraine and Monetary Policy Focus

Futures Market – Fed Funds Rate Hike Probability



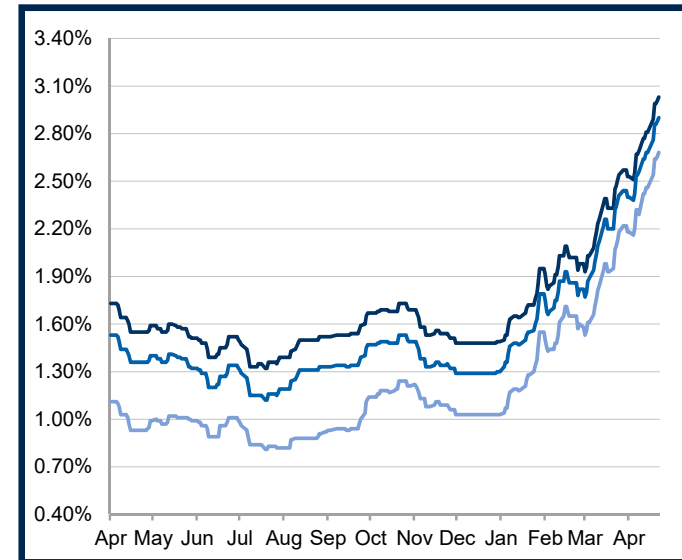
Source: Bloomberg, as of market close April 22, 2022

Treasury and Equity Volatility has Increased Over the Last Several Months



Source: RBC Economics

Shift in “AAA” MMD Since April 2021



April 1, 2021 to Present

	10 Year	20 Year	30 Year
Maximum	2.68%	2.90%	3.03%
Minimum	0.81%	1.12%	1.32%
Average	1.22%	1.53%	1.71%

Market Update

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Capital
Markets

Overview of Key US Market Themes

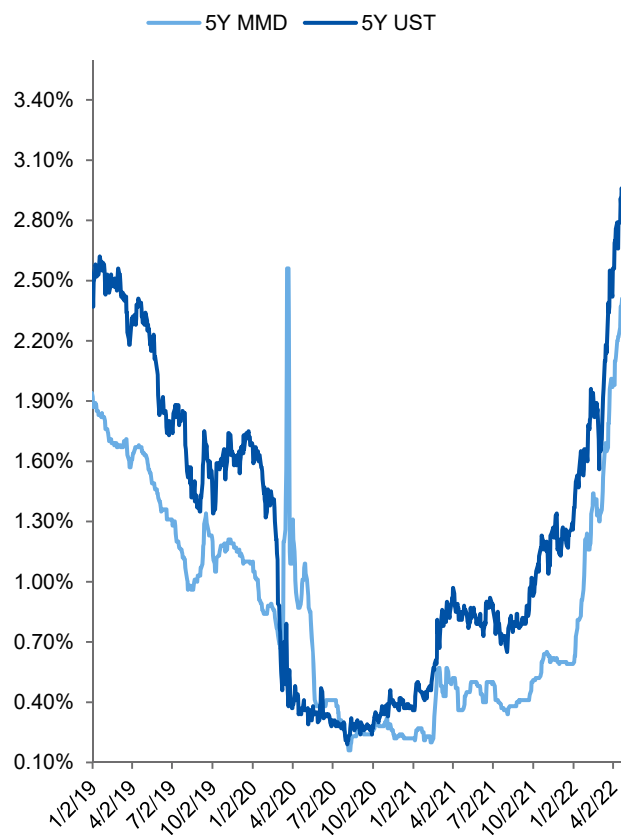
Municipal Markets Commentary

- Hawkish comments by numerous Federal Reserve officials, including Fed Chair Powell, pushed rates in the fixed income markets noticeably higher last week
- The short end of the yield curve was particularly hard hit with the Treasury curve flattening materially as a result
 - The spread between 2yr and 10yr Treasury yields fell to 23 basis points on Friday from 37 basis points a week earlier
 - By the close of the week, US Treasuries were 14 basis points higher in the five year range, seven basis points higher in the ten year range, and three basis points higher in the thirty year range
- While municipals generally followed the lead of Treasuries last week, they underperformed despite a light new issue calendar
 - Continued large mutual fund outflows have been pressuring municipals for weeks and have pushed 30yr municipal/Treasury yield ratios past 100%
 - The Municipal Market Data AAA yield closed 19 basis points higher week/week in the five year range and 22 basis points higher in the ten and thirty year ranges
- Municipal supply totaled \$5.3bn last week and is expected to top \$12bn this week, marking the heaviest calendar of 2022
- New issues have been pressured by volatility in the Treasury market, sizable fund outflows, and secondary selling pressure
 - Transactions continue to price with concessions in order to appeal to an investor base with limited cash
- Secondary market bid-wanted volumes topped \$8.4bn last week, averaging \$1.7bn on a daily basis
- Municipal bond funds reported net outflows of \$3.548bn last week, marking the 10th straight week of outflows
 - Outflows have been reported in 13 of the last 14 weeks, with cumulative outflows totaling \$26bn during that period

Interest Rate Movements

Relative Performance of Municipal Yields Versus Treasury Yields

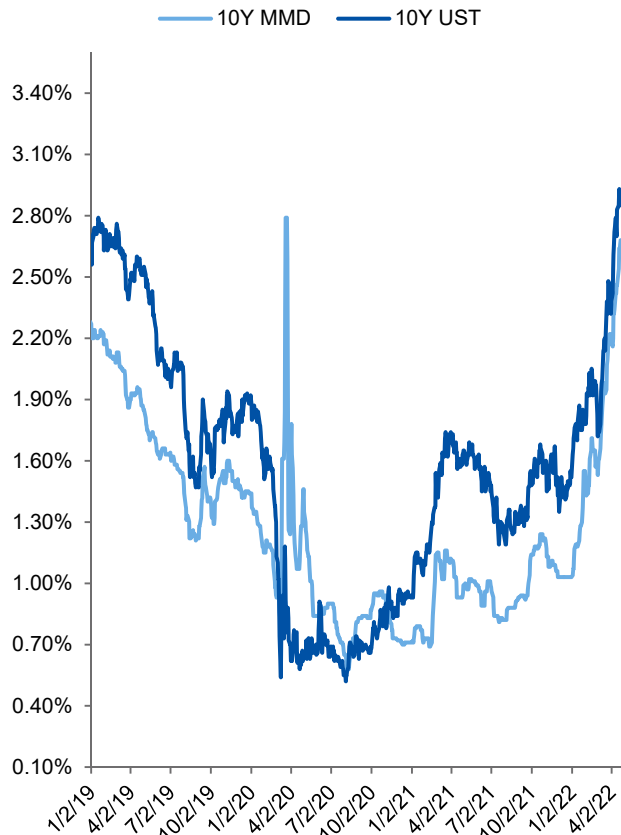
5 Year MMD⁽¹⁾ and 5 Year UST



Change in 5 Year MMD and UST

	Current Values	2.41 Δ MMD (bps)	Current Values	2.94 Δ UST (bps)
3 Months	0.91	150	1.54	140
6 Months	0.6	181	1.22	172
1 Year	0.36	205	0.81	213
2 Years	0.94	147	0.37	257

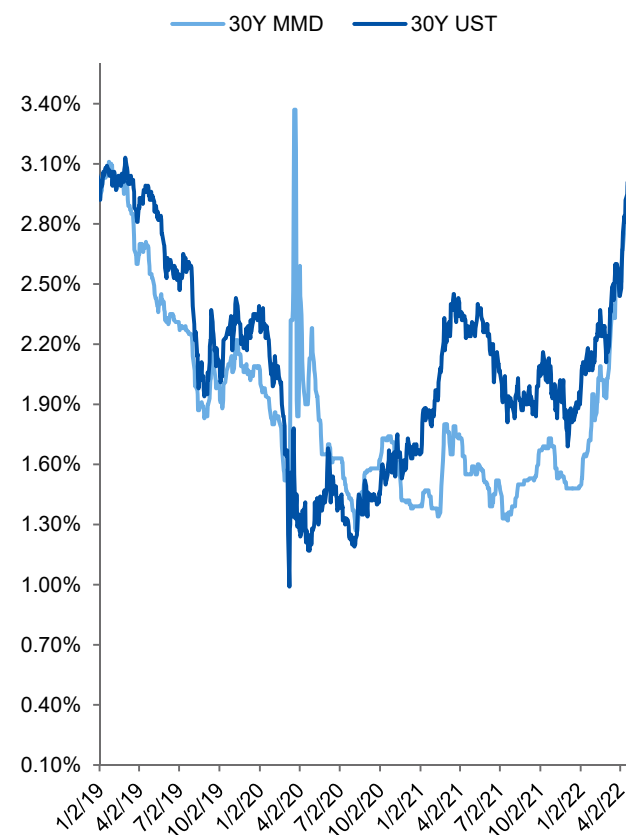
10 Year MMD and 10 Year UST



Change in 10 Year MMD and UST

	Current Values	2.68 Δ MMD (bps)	Current Values	2.9 Δ UST (bps)
3 Months	1.28	140	1.75	115
6 Months	1.24	144	1.66	124
1 Year	0.93	175	1.57	133
2 Years	1.18	150	0.63	227

30 Year MMD and 30 Year UST



Change in 30 Year MMD and UST

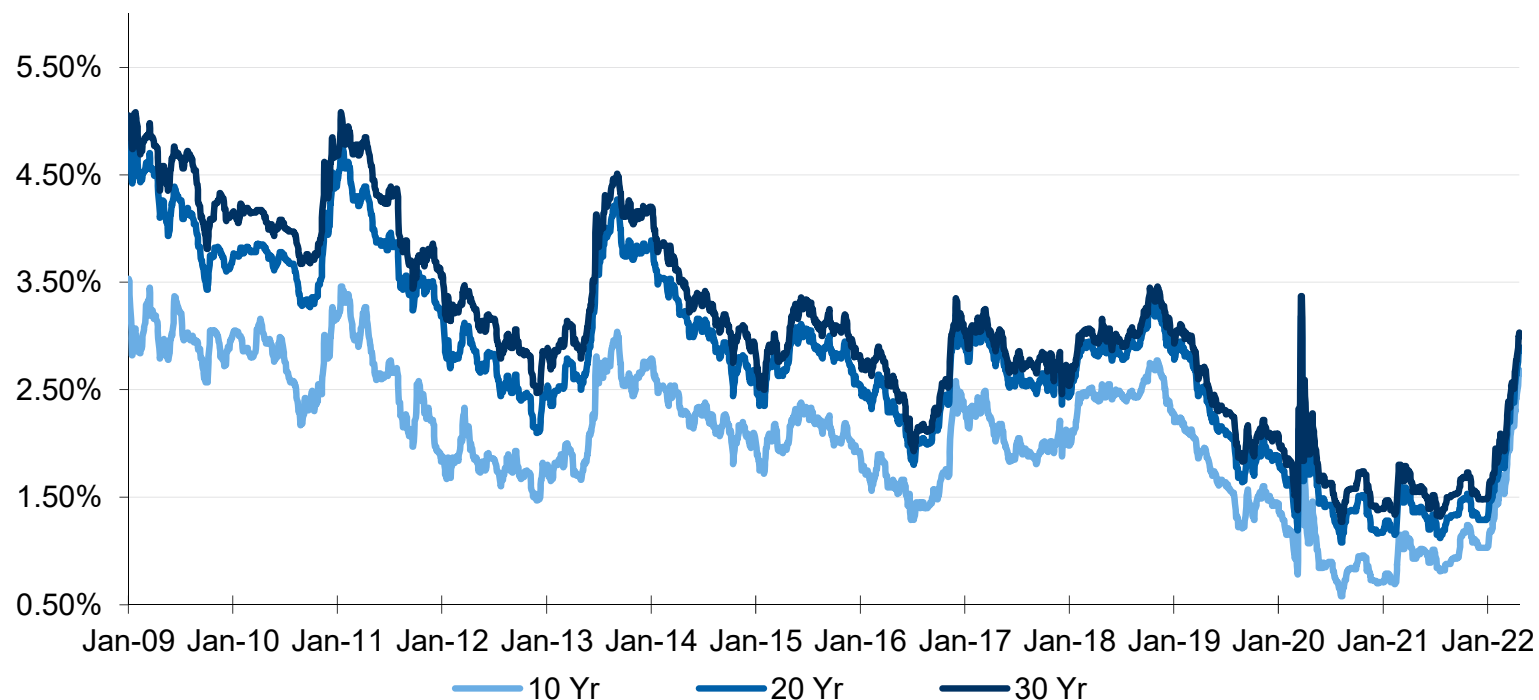
	Current Values	3.03 Δ MMD (bps)	Current Values	2.95 Δ UST (bps)
3 Months	1.72	131	2.07	88
6 Months	1.73	130	2.08	87
1 Year	1.55	148	2.24	71
2 Years	2.03	100	1.22	173

(1) MMD stands for Municipal Market Data; which is the daily index off of which all municipal bonds are priced.
Source: Thomson Reuters

Current Municipal Market Conditions: “AAA” MMD

After closing at 2.81% the previous week, 30-year “AAA” MMD increased 22 bps on the week

“AAA” MMD January 1, 2009 to Present



January 1, 2009 to Present

	10 Year	20 Year	30 Year
Maximum	3.53%	4.89%	5.08%
Minimum	0.58%	1.08%	1.27%
Current	2.68%	2.90%	3.03%

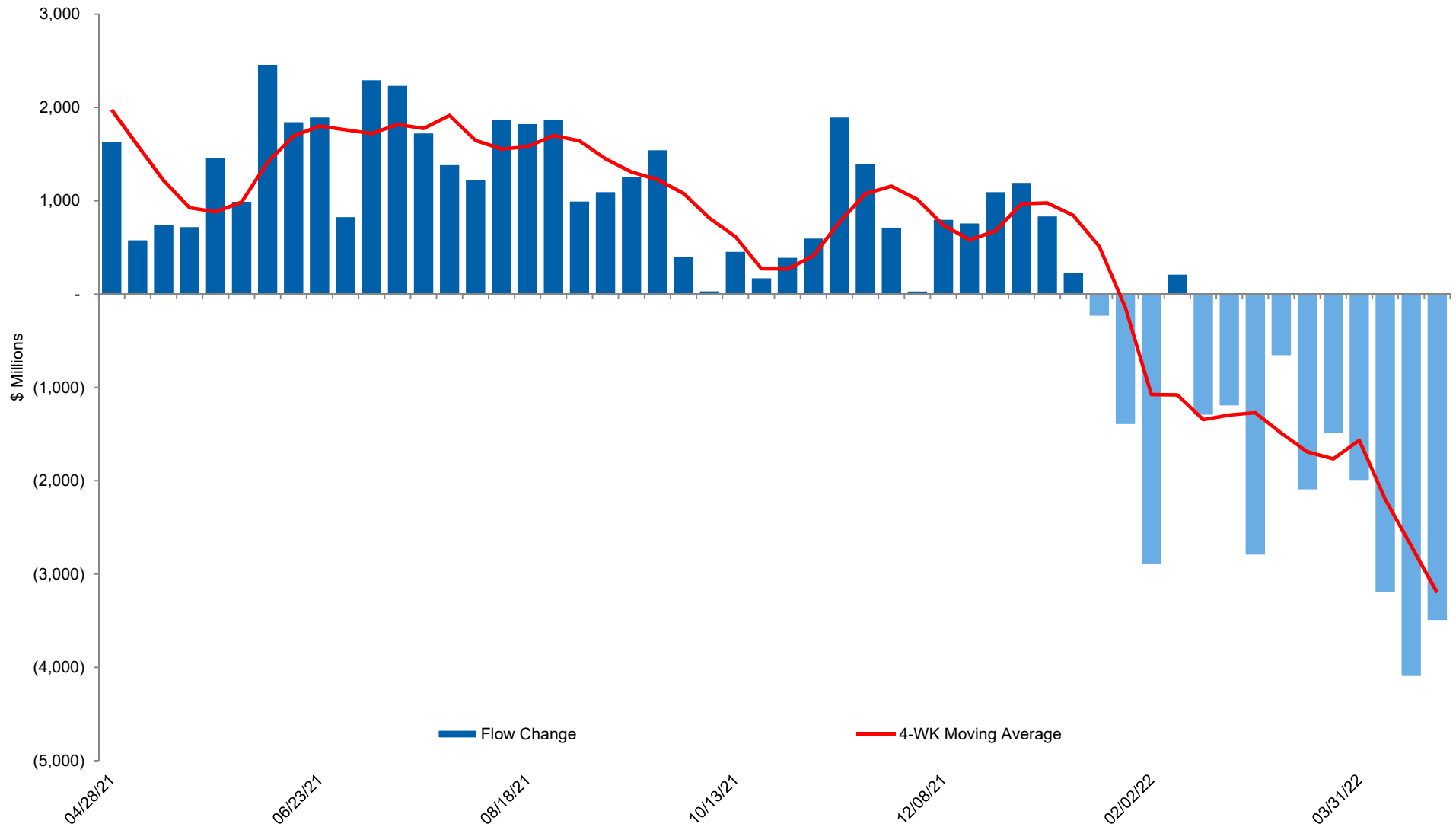
Shift in 30-year "AAA" MMD

2014	2015	2016	2017	2018	2019	2020
-1.34%	-0.01%	0.27%	-0.51%	0.47%	-0.93%	-0.68%

Source: TM3, Thomson Reuters
10, 20, and 30 year “AAA” MMD shown to represent different average lives of municipal transactions
Rates as of April 22, 2022

Municipal Bond Fund Flows

- For the week ended April 20, 2022, Lipper reported weekly municipal bond fund outflows of \$3.5 billion compared to the previous week's \$4.1 billion of outflows.



Source: Lipper

Disclaimer

Sources include: https://www.rbccm.com/assets/rbccm/docs/uploads/2017/RBCCM_Muni_Markets_Weekly_Newsletter.pdf, <http://www.rbc.com/economics/>, RBC Capital Markets.

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