



AMENDED AGENDA

The following will be considered at the Regular Meeting of the Doña Ana County Board of Commissioners to be held on **Tuesday, September 9, 2014** at 9:00 a.m. in the Doña Ana County Commission Chambers, 1st Floor, Doña Ana County Government Center, 845 North Motel Boulevard, Las Cruces:

- **Invocation**
- **Pledge of Allegiance**
- **Roll Call of Commission Members Present and Determination of Quorum**

COMMISSION CONVENES AS THE BOARD OF COUNTY COMMISSIONERS AND THE COUNTY BOARD OF FINANCE IN OPEN SESSION.

- **CHANGES TO THE AGENDA** – Julia T. Brown, County Manager, will discuss
 - **PET SHOWCASE** – ASCMV Staff will present
1. **MINUTES** – Regular Meeting of August 26, Special Meetings of August 29 and September 2, and Work Session of September 2, 2014
 2. **EMPLOYEE RECOGNITION:** The Commission will recognize Doña Ana County employees for their years of service to Doña Ana County – Jess Williams, Public Information Director/Commission Liaison, will present.

| <u>Name</u> | <u>Department</u> | <u>Years of Service</u> |
|------------------------------|---------------------------------|--------------------------------|
| <u>Anniversaries:</u> | | |
| David Almaguer | Office of Emergency Management | 5 |
| Anabel Canchola | Health and Human Services | 5 |
| Michelle Thomas | Sheriff's Office | 5 |
| Timothy Barreras | Detention Center | 10 |
| Mario Jimenez | County Clerk Office | 10 |
| Roberto Pando | Detention Center | 10 |
| Adrian Renteria | Detention Center | 10 |
| JoAnn Romero | County Clerk Office | 10 |
| Christina Serna | Assessor's Office | 10 |
| Aurora Terrazas | Detention Center | 15 |
| Jessie Villegas | Facilities and Parks Department | 15 |

- **PUBLIC INPUT**
- **STAFF INPUT**
- **COMMISSION INPUT**

PRESENTATIONS/PROCLAMATIONS

3. Proclaim the Week of September 7-13, 2014 Volunteer Firefighter Appreciation Week in Doña Ana County – Robert Monsivaiz, Fire Marshal, will proclaim.

CONSENT AGENDA - The Board will be asked to approve by one motion the following items of recurring or routine business:

4. Acknowledge Receipt and Public Filing of the Treasurer's Report for the Month of July 2014 – David Gutierrez, County Treasurer, will discuss.
5. Authorize Doña Ana County ARC GIS Enterprise License Agreement (ELA) and Authorize County Manager Signature Authority for Subsequent Contract Documents – Lee Galt, GIS Administrator, will discuss.
6. Approve Task Order to LC Structural & The Gordian Group for Placitas Community Center Renovation in the Estimated Amount of \$79,592.06 and Delegate Signature Authority to the County Manager for All Related Documents – Armando Cordero, Facilities and Parks Manager, will discuss.
7. Approve Award of Invitation to Bid 15-0001 for Wastewater Lift Station Maintenance and Repair Services and Delegate Signature Authority to the County Manager for Related Contract Documents – Kurt Moffatt, Utilities Manager, will discuss.

CONSENT AGENDA cont'd

8. Approve the Utilization of US Communities Price Agreement #4400001839 to Procure Equipment for Four (4) New Remote Sensing Stations for the Flood Commission's Flood Warning System, and Delegate Signature Authority to the County Manager for Related Contract Documents – Paul Dugie, Flood Commission Director, will discuss.
9. Accept and Approve Budget Revision and Resolution for U.S. Department of Justice Grant 2014-DJ-BX-0897 Sub-Grant Agreement for the Crime Analysis Project, Also Known As Smart Assignment of Resources by Analysis (SARA) and Delegate Signature Authority to the County Manager to Amend and Renew all Related Documents – Todd Garrison, Sheriff, will discuss.
10. Accept and Approve Budget Revision and Resolution for U.S. Marshals Memorandum of Agreement Adjustment that Provides for Funding to Equip an Awarded Vehicle through the Joint Law Enforcement Task Force (JLEO) Document M-14-D51-O-00013 Project JLEOTF4, Part of the Southwest Investigative Team Initiative (SWIFT) and Delegate Signature Authority to the County Manager to Amend and Renew all Related Documents – Todd Garrison, Sheriff, will discuss.
11. Accept the Federal Award of Equipment from U.S. Department of Justice U.S. Marshals Joint Law Enforcement Operations (JLEO) Agreement for FY14 (Federal) and Delegate Signature Authority to the County Manager to Amend and Renew all Related Documents – Todd Garrison, Sheriff, will discuss.

APPROVALS

12. Resolution Establishing Doña Ana County as a "Safe Community for All Residents" – Commissioner Wayne Hancock, District 4, will discuss.
13. Appoint Two (2) Alternates to Serve on the Doña Ana County Valuation Protest Board – Andy Segovia, County Assessor, will discuss.
- 13A. Approve Award of RFP 14-0051 Senior and Family Services and Delegate Signature Authority to the County Manager for Related Contract Documents – Bill Noland, Finance Director, will discuss.
- 13B. Approve Agreement to Transfer to Doña Ana Mutual Domestic Water Consumers Association the County's Wastewater Collection System in the Community of Doña Ana and Approve Execution by County Manager of Transfer Conveyance Document – Kurt Moffatt, Utilities Director, will discuss.
- 13C. Approve Resolution Imposing the 2014 Property Tax Rates – Andy Segovia, County Assessor, will discuss.

PUBLIC HEARING/ORDINANCE

14. Adopt an Ordinance Authorizing Issuance and Sale of Up to \$11,000,000 Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2014 – Bill Noland, Finance Director, will discuss.

CORRESPONDENCE

15. Lynn Ellins, County Clerk, will present to the Commission any claims received by Doña Ana County.

COMMISSION MAY CONVENE IN CLOSED SESSION to discuss limited personnel matters, bargaining strategy in collective bargaining negotiations with the Communication Workers of America (Local 7911) and with the American Federation of State, County, and Municipal Employees (Detention Center, Court Security and Blue Collar), and threatened or pending litigation, as authorized by the Open Meetings Act, § 10-15-1 (H) (2), (5) and (7) respectively.

COMMISSION MAY CONVENE IN OPEN SESSION to take action, if any, on the closed session items.

COMMISSION ADJOURNS AS THE BOARD OF COUNTY COMMISSIONERS AND THE COUNTY BOARD OF FINANCE IN OPEN SESSION.

THIS AGENDA IS SUBJECT TO CHANGE

NOTE: Doña Ana County will ensure effective communication with individuals with disabilities and will, upon request, provide auxiliary communication aids and services to afford those individuals equal opportunity for participation in Doña Ana County sponsored meetings, events, or activities. Any request should be made to the Americans with Disabilities Act Coordinator, in writing, or by phone, as soon as possible prior to the event at which accommodation is needed. If you have any questions regarding examples of reasonable accommodations, please contact the ADA Coordinator, at 525-5884 (voice) or 525-2951 (TTY), 845 N. Motel Blvd. Las Cruces, NM 88007.

Spanish language interpretation services are now available upon request for participation in Doña Ana County sponsored meetings, events, or activities. Please contact the Health & Human Services Department at 525-5870, at least 48 hours prior to the event. **Servicios de interpretación en las juntas será disponible por petición. Por favor llame al 525-5870 por lo menos 48 horas por adelantado para pedir este servicio.**

**DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (505) 647-7200
Toll-Free: (877) 827-7200

COUNTY CLERK
Initiating Department

Lynn J. Ellins/Cindy C. Padilla
Contact Person



September 9, 2014
Meeting Date

1
Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED

Approval of Minutes for Regular Meeting of Tuesday, August 26, 2014.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

SUMMARY OF FINANCIAL IMPACT

ADMINISTRATIVE REVIEW AND APPROVAL

Finance

Legal

County Manager/
Agenda Review

Purchasing

Human Resources

Assistant County Manager/
Peer Review

Planning

Other

DOCUMENT CONTROL

Original/s for signature? ____ Yes No For Recording? ____ Yes No

Return original/s to: _____ Name _____ Dept.

Send copy of recorded original/s (resolution and ordinances only) to: _____ Name _____ Dept.

Deadline for return of document/s? Yes, return by: _____ or ____ No



MINUTES

Chair Billy G. Garrett called the **Regular Meeting** of the Doña Ana County Board of Commissioners to order at 9:00 a.m., on **Tuesday, August 26, 2014**, in the Doña Ana County Commission Chambers, 1st Floor, Doña Ana County Government Center, 845 North Motel Boulevard, Las Cruces.

Time: 09:01:25

District 1: Billy G. Garrett, Chair – Present
District 4: Wayne D. Hancock, Vice-Chair – Present
District 2: Dr. David J. Garcia, Commissioner - Present
District 3: Benjamin L. Rawson, Commissioner - Present
District 5: Leticia Duarte-Benavidez, Commissioner - Present

Invocation

Time: 09:02:03

Given by: Jess Williams, PIO Director

Pledge of Allegiance

Time: 09:03:03

Given by: Billy G. Garrett, BOCC Chair

Roll Call of Commission Members Present and Determination of Quorum

Time: 09:03:29

Given by: Lynn J. Ellins, County Clerk

COMMISSION CONVENES AS THE BOARD OF COUNTY COMMISSIONERS AND THE COUNTY BOARD OF FINANCE IN OPEN SESSION.

CHANGES TO THE AGENDA – Julia T. Brown, County Manager, will discuss

Time: 09:03:50

Changes: **No changes were given.**

PET SHOWCASE – ASCMV Staff will present

Time: 09:04:18

Pet: A one year old male black Lab named Marley who has been at the shelter for 7 months and is ready for adoption.

1. MINUTES – Regular Meeting of August 12 and Work Session of August 19, 2014

Time: 09:06:34

Regular Meeting August 12, 2014:

Motion: Dr. David J. Garcia

Second: Wayne D. Hancock

District 1: Billy G. Garrett – Yes
District 2: Dr. David J. Garcia – Yes
District 3: Benjamin L. Rawson – Yes
District 4: Wayne D. Hancock – Yes
District 5: Leticia Duarte-Benavidez – Yes

Motion passed

Work Session August 19, 2014:

Motion: Wayne D. Hancock

Second: Leticia Duarte-Benavidez

District 1: Billy G. Garrett – Yes
District 2: Dr. David J. Garcia – Yes
District 3: Benjamin L. Rawson – Yes
District 4: Wayne D. Hancock – Yes
District 5: Leticia Duarte-Benavidez – Yes

Motion passed

PUBLIC INPUT

Time: 09:07:34

Given by: **None was given.**

STAFF INPUT

Time: 09:08:43

Given by: **Paul Dugie**-Gave an update on the Digital Flood Insurance Rate Maps.

COMMISSION INPUT

Time: 09:12:26

Given by: **Leticia Benavidez**-Said she had no comment. **Wayne Hancock**-Said that last week he had the privilege of representing DAC in Santa Fe at the NMAC Multi-Line Board Meeting and subsequent day at the NMAC Workman's Compensation Board Meeting, the two Boards represent the BOCC, the Multi-Line Board is the pool of the Association which insures all of our DAC vehicles, facilities and property, the Workman's Compensation is the insurance pool that insures our workers covered by insurance in the event of an accident on the job, the two pools are closely aligned and they work with the Association in order to implement programs to make our facilities safe and our workers' safe, they promote training for all of the workers' through what is called the Rap Program and it is a very successful pool and hopefully we can keep our buildings and our employees safe so that our premiums go down. **Benjamin Rawson**-Wanted to thank the Manager and staff of DAC for generously contributing to the recent back to school supply drive, it is his understanding that several families registered through Angie Rodriguez of the DAC SO Victim Advocacy Program who were offered direct assistance from the donations gathered and additional donations were distributed from our community centers in traditionally underserved communities, he personally was contacted by a constituent seeking help with school supplies and Mr. Eddie Lerma carried that ball and it is his understanding that the outcome was positive, thinks it is a real tribute to the Manager's leadership and the generosity of staff that events of this type are so successful here for our communities/he wished he could be as happy about the progress to build the Southern Road to Spaceport America but, is increasingly frustrated by the ongoing delays at both the Federal and the local levels, the Federal Bureau of Land Management seems to have no sense of urgency whatsoever to complete the environmental impact study they we need in hand before the construction phase can even be bid much less begun, he understands the El Camino Real must be protected and we must be sensitive to wildlife and cultural sites but, we are not building an interstate highway for petes sake we are building a two lane improved road, let's get on with it. **David Garcia**-Has an announcement concerning job fairs, Southern NM Project Inc., a workforce educational waiting list program and a non-profit organization had two previous job fairs, the first one was in February and there was only one company present but, there was 209 people attending looking for jobs, they had the second job fair in May and there were 7 companies present and 650 people attended, to his dismay it was done at the Casino in Sunland Park and that's a pretty big place in the bottom and the lines just snaked around and was wondering if he was the last person in that line how frustrating it must be to apply for a job that you really know that you might not get and guessed his point is that we really need to concentrate on getting our people some jobs and he is really thankful to the Southern NM Project because the next fair is going to be coming up and what they do is they are getting the drug testing done, the background checks and all the things that are necessary in, even a pre-employment test to all the attendees that attend and he will

announce that the registration deadline is September the 1st, registration fee is \$1.00 and he is looking forward to seeing the third job fair and hopefully our people will get lucky and get employment/the next item is we need to find a way to help residents with flooding, in its editorial the Sun News asserts that the DAC holds the residents of La Union some level of cooperation in their efforts to _____ flooding in the community and at the last Board meeting he sent some pictures of the road conditions in La Union but, his point is that if they keep doing the same thing we are going to keep on getting the same results and he is glad Mr. Dugie is here from the Flood Commission, what they need to do in La Union is really study the drain and flood control systems including the collection, transporting and diversion, all the stuff that is necessary because once the rain come, the roads get messed up and we send out DAC crews, fix them up and just wait until the following week when the rains come again and were back to the same place and we need to change that because we are spending a lot of dollars in fixing those roads and it's kind of discouraging for those people because we are really happy with the weather we have been having but, it is also frustrating that every time it rains we are out there fixing the road, we need to look at those _____ or arroyos and make sure that we have a collection so that our streets don't get messed up so we don't have to constantly to be going out every time it rains and now in the forecast, it's going to rain again and is wondering what that looks like, he just wanted to point that out and hopefully that we can do a good study and prevent that flooding from happening in the community of La Union. **Billy Garrett**-Said that the BOCC has agreed to have some work sessions and a reminder that our first upcoming work session will be on the 2nd, that's a week from now and at the request of Commissioner Hancock, he will not be able to be here, we switched some things around as long as that's ok with everyone else, the two topics we are proposing are to talk about the scoping for the road initiative and secondly to talk about the status and the role of the BOCC relative to the strategic plan and asked if that was alright with everyone (all agreed) and then two weeks later on September 16th, we have work scheduled that would be a discussion about right-of-way use and then talking about the relationship between the strategic plan and budget formulation and we then have two weeks later an opportunity for a work session, then after that we have another off week so, we will need to be talking about future meetings and when we want to set those up and what we need to cover, feels it will help with regular meetings to go more smoothly, if we have those sessions/this is the time of the year where we finish the summer in a certain sense so, there are lots of opportunities in DAC from Hatch down to the southern part to go out and celebrate what makes Southern NM great, if you like chile, if you like wine, if you like salsa, there's been plenty of opportunities to celebrate that and there will be other kinds of things coming up in the weeks ahead and he thinks it is a healthy sign of the vitality of the area and of the richness that makes us really a wonderful place to live and thinking of celebrations he wanted to acknowledge that J. Paul Taylor former educator and long time State Rep. from this area had his 94th Birthday on Sunday and he was privileged to be part of the community celebration of that event, he's a grand old man and is really a wonderful example that all of us could learn from in terms of moving forward on public policy and public service and just connecting with the community and family. **Wayne Hancock**-Said he forgot one important event that he represented DAC, on Sunday evening it was the Captain Fantastic cast and crew event at La Posta and it was an amazing spread that La Posta had put on for the cast and crew, the owner of La Posta had hosted the forming at his home and had been out of his home for several weeks so, it was quite extraordinary to be involved and represent DAC and he did speak along with the Mayor and welcomed the film industry to DAC and it was a great first step for DAC and they seemed very

happy with the way they were treated and we encourage more to come/also on September 9, he believes we have a regular session.

CONSENT AGENDA

Time: 09:24:13

Items Removed for Separate Discussion: Item #4, Item #8 and Item #7.

2. Approve Out-of-State Travel for the Human Resources Director to Attend “Grievances, Arbitration and Past Practices” in Las Vegas, Nevada, held from September 17-19, 2014 – Deb Weir, Human Resources Director, will discuss.
3. Approve Re-Assignment of a Portion of Doña Ana County International Jetport Land, Lots F-13 and F-14 known as Desert Sky Master Plan Sub-Lots No. 17, No. 18, No. 23 and No. 24 to Franklin Mountain Management, LLC. – Bill Provance, Jetport Manager, will discuss.
4. Accept Contract Services Agreement with New Mexico Mortgage Finance Authority for \$50,000 for an Affordable Housing Plan, a Budget Revision and Resolution, and Authorize County Manager to Execute Related Documents – Jorge Castillo, Community Development Planner, will discuss.

Time: 09:32:41

RESOLUTION NO. 2014-85

5. Approve Purchase Agreement for a 0.48 Acre Parcel for a Road Realignment of Desert Aire Drive and Authorize County Manager Signatory Authority to Sign All Related Documents – Robert Armijo, County Engineer, will discuss.
6. Approve Expenditure of up to \$93,483.36 to Improve and Repair the Parking Lot at the Chaparral Fire Station to Include ADA Requirements and Delegate Signature Authority to County Manager for Related Contract Documents – Robert Monsivaiz, Fire Marshal, will discuss.
7. Approve Additional Construction Funding of \$170,000.00 for “3rd Alarm Three-Story Standard WHP Training Simulator” (Fire Burn Structure), and Award Contract to LC Structural; Location of the Training Simulator will be at the Doña Ana County Resource and Training Facility, 1430 Portland Dr. and Delegate Signature Authority to County Manager for Related Documents – Robert Monsivaiz, Fire Marshal, will discuss.

Time: 09:47:35

8. Approve Resolution Amending the Zone Schedule as a Result of the Reorganization under the Alternative Site Framework for Foreign Trade Zone No. 197 – Janine Divyak, Chief Planner, will discuss.

Time: 09:43:51

RESOLUTION NO. 2014-86

9. Accept a Federal Grant Funding Overtime from the Organized Crime Drug Enforcement Task Forces (OCDETF) Initiative Program to Assist OCDETF in Investigations, Strategic Initiatives and Prosecutions, Approve Budget Resolution and Revision, and Delegate Signature Authority to the County Manager – Chris Barela, Detention Director, will discuss.

RESOLUTION NO. 2014-87

Motion to Approve Consent Agenda Items 2-9:

Motion: Wayne D. Hancock

Second: Benjamin L. Rawson

District 1: Billy G. Garrett – Yes

District 2: Dr. David J. Garcia – Yes

District 3: Benjamin L. Rawson – Yes

District 4: Wayne D. Hancock – Yes

District 5: Leticia Duarte-Benavidez – Yes

Motion passed

APPROVALS

10. Determine Award of RFP 14-0054 Animal Services, 14-0053 Educational Services, 14-0052 Youth Services and 14-0051 Senior and Family Services and Delegate Signature Authority to the County Manager for Related Contract Documents – Bill Noland, Finance Director, will discuss.

Time: 09:51:04

Motion to Award Animal Services/SNAP RFP 14-0054 \$65,700.00:

Motion: Benjamin L. Rawson

Second: Leticia Duarte-Benavidez

District 1: Billy G. Garrett – Recuse

District 2: Dr. David J. Garcia – Yes

District 3: Benjamin L. Rawson – Yes

District 4: Wayne D. Hancock – No

District 5: Leticia Duarte-Benavidez – Yes

Motion passed

Motion to Award Youth Services/Ben Archer RFP 14-0052 \$22,500.00:

Motion: Benjamin L. Rawson

Second: Dr. David J. Garcia

District 1: Billy G. Garrett – Yes

District 2: Dr. David J. Garcia – Yes

District 3: Benjamin L. Rawson – Yes

District 4: Wayne D. Hancock - Yes

District 5: Leticia Duarte-Benavidez - Yes

Motion passed

Motion to Award Senior and Family Services/NCNMEDD RFP 14-0051 \$91,099.00:

Motion: Wayne D. Hancock

Second: Benjamin L. Rawson

District 1: Billy G. Garrett – Yes

District 2: Dr. David J. Garcia – Yes

District 3: Benjamin L. Rawson – Yes

District 4: Wayne D. Hancock - Yes

District 5: Leticia Duarte-Benavidez - Yes

Motion passed

CORRESPONDENCE

11. Lynn Ellins, County Clerk, will present to the Commission any claims received by Doña Ana County.

Time: 11:26:17

COMMISSION MAY CONVENE IN CLOSED SESSION to discuss personnel matters involving an employee, personnel matters involving the County Manager, threatened or pending litigation, and the purchase, acquisition or disposal of real property, as authorized by the Open Meetings Act, § 10-15-1 (H) (2) and (7) and (8) respectively.

Time: 11:26:40

Motion: Wayne D. Hancock

Second: Dr. David J. Garcia

District 1: Billy G. Garrett – Yes

District 2: Dr. David J. Garcia – Yes

District 3: Benjamin L. Rawson – Yes

District 4: Wayne D. Hancock - Yes

District 5: Leticia Duarte-Benavidez - Yes

Motion passed

COMMISSION MAY CONVENE IN OPEN SESSION to take action, if any, on the closed session items.

Time: 13:51:27

To let the Record Reflect that nothing was Discussed in Closed Session other than the Items Identified in the Motion to go into Closed Session.

COMMISSION ADJOURNS AS THE BOARD OF COUNTY COMMISSIONERS AND THE COUNTY BOARD OF FINANCE IN OPEN SESSION.

Time: 13:51:36

The Commission Adjourned with no Objection.

**BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO**

Billy G. Garrett, Chair, District 1 For / Against

Wayne D, Hancock, Vice-Chair, District 4 For / Against

Dr. David J. Garcia, District 2 For / Against

Benjamin L. Rawson, District 3 For / Against

Leticia Duarte Benavidez, District 5 For / Against

ATTEST:

Lynn J. Ellins, County Clerk

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (505) 647-7200
Toll-Free: (877) 827-7200

Agenda Item Number



MINUTES

Chair Billy G. Garrett called the **Special Meeting** of the Doña Ana County Board of Commissioners to order at 9:00 a.m., on **Friday, August 29, 2014**, in the Doña Ana County Commission Chambers, 1st Floor, Doña Ana County Government Center, 845 North Motel Boulevard, Las Cruces.

Time: 09:15:39

District 1: Billy G. Garrett, Chair – Present
District 4: Wayne D. Hancock, Vice-Chair – Absent
District 2: Dr. David J. Garcia, Commissioner - Present
District 3: Benjamin L. Rawson, Commissioner - Present @09:15:00
District 5: Leticia Duarte-Benavidez, Commissioner - Present

Pledge of Allegiance

Time: 09:15:54

Led by: Billy G. Garrett, BOCC Chair

Roll Call of Commission Members Present and Determination of Quorum.

Time: 09:16:17

Led by: Lynn J. Ellins, County Clerk

COMMISSION CONVENES AS THE BOARD OF COUNTY COMMISSIONERS IN OPEN SESSION.

1. Consider Censure of the County Treasurer

Time: 09:16:56

Motion: Dr. David J. Garcia

Second: Leticia Duarte-Benavidez

District 1: Billy G. Garrett – Yes
District 2: Dr. David J. Garcia – Yes
District 3: Benjamin L. Rawson – Yes
District 4: Wayne D. Hancock – Absent

District 5:Leticia Duarte-Benavidez - Yes

Motion passed

RESOLUTION NO. 2014-88

COMMISSION ADJOURNS AS THE BOARD OF COUNTY COMMISSIONERS.

Time: 09:42:27

The Commission Adjourned with no Objection.

**BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO**

Billy G. Garrett, Chair, District 1 For / Against

Wayne D, Hancock, Vice-Chair, District 4 For / Against

Dr. David J. Garcia, District 2 For / Against

Benjamin L. Rawson, District 3 For / Against

Leticia Duarte Benavidez, District 5 For / Against

ATTEST:

Lynn J. Ellins
County Clerk

**DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (505) 647-7200
Toll-Free: (877) 827-7200

COUNTY CLERK
Initiating Department

Lynn J. Ellins/Cindy C. Padilla
Contact Person



September 9, 2014
Meeting Date

Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED

Approval of Minutes for Special Meeting of Tuesday September 2, 2014.

**SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED**

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

SUMMARY OF FINANCIAL IMPACT

ADMINISTRATIVE REVIEW AND APPROVAL

____ Finance

____ Legal

____ County Manager/
Agenda Review

____ Purchasing

____ Human Resources

____ Assistant County Manager/
Peer Review

____ Planning

____ Other

DOCUMENT CONTROL

Original/s for signature? ____ Yes No For Recording? ____ Yes No

Return original/s to: _____ Name _____ Dept.

Send copy of recorded original/s (resolution and ordinances only) to: _____ Name _____ Dept.

Deadline for return of document/s? Yes, return by: _____ or ____ No



MINUTES

Chair Billy G. Garrett called the **Special Meeting** of the Doña Ana County Board of Commissioners to order at 9:30 a.m., on **Tuesday, September 2, 2014**, in the Doña Ana County Commission Chambers, 1st Floor, Doña Ana County Government Center, 845 North Motel Boulevard, Las Cruces.

Time: 09:37:04

Chair Garret stated that he has been advised by the DAC Legal Department that they will simply say "that a Special Meeting of the Board of County Commissioners acting as the County Canvassing Board was noticed for today at 9:30 a.m., due to the recent District Court decision in the Garcia vs. Gomez election contest case a re-canvassing of the results of the State Representative District 34 Primary Election will not be necessary at this time and today's Special Meeting is, therefore, cancelled".

District 1: Billy G. Garrett, Chair – Present
District 4: Wayne D. Hancock, Vice-Chair – Absent
District 2: Dr. David J. Garcia, Commissioner - Present
District 3: Benjamin L. Rawson, Commissioner - Present
District 5: Leticia Duarte-Benavidez, Commissioner - Present

1. Roll Call of Commission Members Present and Determination of Quorum.

COMMISSION CONVENES AS THE COUNTY CANVASSING BOARD IN OPEN SESSION PURSUANT TO THE NEW MEXICO ELECTION CODE, NMSA 1978, §1-14-16

2. The Board will take action, consistent with the Election Code, to ensure that any re-canvass of the returns of the Primary Election of June 3, 2014, necessitated by the judicial determination in the election contest entitled Garcia v. Gomez, et al., CV-2014-01340, is completed so the Board can declare and certify any new results of the Primary Election held on June 3, 2014. The Board will delegate responsibility for the canvassing tasks to the staff of the Bureau of Elections and will direct that the results be presented to the Board AT A TIME CERTAIN ON September 2, 2014.
3. THE COMMISSION MAY RECESS BRIEFLY AND RECONVENE AS THE COUNTY CANVASSING BOARD AT AN ANNOUNCED TIME CERTAIN ON SEPTEMBER 2, 2014, TO COMPLETE THE CANVASS.

**BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO**

Billy G. Garrett, Chair, District 1 For / Against

Wayne D, Hancock, Vice-Chair, District 4 For / Against

Dr. David J. Garcia, District 2 For / Against

Benjamin L. Rawson, District 3 For / Against

Leticia Duarte Benavidez, District 5 For / Against

ATTEST:

Lynn J. Ellins, County Clerk

**DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center
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COUNTY CLERK
Initiating Department

Lynn J. Ellins/Cindy C. Padilla
Contact Person



September 9, 2014
Meeting Date

Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED

Approval of Minutes for Work Session Meeting of Tuesday September 2, 2014.

**SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED**

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

SUMMARY OF FINANCIAL IMPACT

ADMINISTRATIVE REVIEW AND APPROVAL

____ Finance

____ Legal

____ County Manager/
Agenda Review

____ Purchasing

____ Human Resources

____ Assistant County Manager/
Peer Review

____ Planning

____ Other

DOCUMENT CONTROL

Original/s for signature? ____ Yes No For Recording? ____ Yes No

Return original/s to: _____ Name _____ Dept.

Send copy of recorded original/s (resolution and ordinances only) to: _____ Name _____ Dept.

Deadline for return of document/s? Yes, return by: _____ or ____ No



MINUTES

Chair Billy G. Garrett called the **Work Session** of the Doña Ana County Board of Commissioners to order at 9:30 a.m., on **Tuesday, September 2, 2014**, in the Doña Ana County Commission Chambers, 1st Floor, Doña Ana County Government Center, 845 North Motel Boulevard, Las Cruces.

Time: 09:38:55

District 1: Billy G. Garrett, Chair – Present
District 4: Wayne D. Hancock, Vice-Chair – Absent
District 2: Dr. David J. Garcia, Commissioner - Present
District 3: Benjamin L. Rawson, Commissioner - Present
District 5: Leticia Duarte-Benavidez, Commissioner - Present

Pledge of Allegiance

Time: 09:39:02

Led by: Billy G. Garrett, BOCC Chair

Roll Call of Commission Members Present

Time: 09:39:23

Led by: Lynn J. Ellins, County Clerk

COMMISSION CONVENES AS THE BOARD OF COUNTY COMMISSIONERS IN OPEN SESSION.

1. Strategic Plan Discussion

Time: 09:40:21

2. Item Removed

3. Framework of Roads Initiative

Time: 10:16:26

COMMISSION ADJOURNS AS THE BOARD OF COUNTY COMMISSIONERS.

September 2, 2014, BOCC Work Session 1

Time: 11:13:42

The Commission Adjourned with no Objection.

**BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO**

Billy G. Garrett, Chair, District 1 For / Against

Wayne D, Hancock, Vice-Chair, District 4 For / Against

Dr. David J. Garcia, District 2 For / Against

Benjamin L. Rawson, District 3 For / Against

Leticia Duarte Benavidez, District 5 For / Against

ATTEST:

Lynn J. Ellins
County Clerk

September 2, 2014, BOCC Work Session 2

1.18

**DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

County Commissioners
Initiating Department

September 9, 2014
Meeting Date

Commission Chair
Contact Person

2
Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED

EMPLOYEE RECOGNITION

SUMMARY OF ITEM TO BE CONSIDERED

INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The Commission will recognize Doña Ana County employees for their years of service to Doña Ana County – Jess Williams, Public Information Director/Commission Liaison, will present.

| <u>Name</u> | <u>Department</u> | <u>Years of Service</u> |
|------------------------------|---------------------------------|-------------------------|
| <u>Anniversaries:</u> | | |
| David Almaguer | Office of Emergency Management | 5 |
| Anabel Canchola | Health and Human Services | 5 |
| Michelle Thomas | Sheriff's Office | 5 |
| Timothy Barreras | Detention Center | 10 |
| Mario Jimenez | County Clerk Office | 10 |
| Roberto Pando | Detention Center | 10 |
| Adrian Renteria | Detention Center | 10 |
| JoAnn Romero | County Clerk Office | 10 |
| Christina Serna | Assessor's Office | 10 |
| Aurora Terrazas | Detention Center | 15 |
| Jessie Villegas | Facilities and Parks Department | 15 |

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Biographies

SUMMARY OF FINANCIAL IMPACT

None

ADMINISTRATIVE REVIEW AND APPROVAL

| | | |
|------------------|-----------------------|--|
| _____ Finance | _____ Legal | _____ County Manager/ Agenda Review |
| _____ Purchasing | _____ Human Resources | _____ Assistant County Manager |
| _____ Planning | _____ Other | |

DOCUMENT CONTROL

Original/s for signature? ___ Yes No For Recording? ___ Yes No

Return original/s to: _____ Name _____ Dept.

Send copy of recorded original/s (resolution and ordinances only) to: _____ Name _____ Dept.

Deadline for return of document/s? Yes, return by: _____ or ___ No

5 YEARS

David Almaquer

David is the Emergency Management supervisor for the Dona Ana County Office of Emergency Management, and he is a certified emergency manager. He provides and oversees emergency-management services during Emergency Operation Center activations and during his regularly assigned responsibilities with the OEM. He is a retired Battalion Chief with the Las Cruces Fire Department, and also retired from the New Mexico Army National Guard. He brings subject matter expertise and experience to the Office of Emergency Management and is respected in the Emergency Management community at both the local and state levels. He is dedicated to the safety and well-being of the citizens of Dona Ana County. We congratulate him and thank him for five years of dedicated service to the residents of Doña Ana County.

Anabel Canchola

Anabel began her career with Doña Ana County as an administrative assistant in the Health and Human Services Department. She was later promoted to program and contract administrator, the position she has held for over two years. Anabel builds productive working relationships with co-workers, contractors and stakeholders. She uses her knowledge of the Doña Ana County Assistance Program to resolve indigent healthcare issues. Anabel has an impressive ability to organize ideas and thoughts into understandable information and processes. Anabel is always cheerful and willing to assist with projects anyway she can. We congratulate her and thank her for five years of dedicated service to the residents of Doña Ana County.

Michelle Thomas

Michelle came to the Doña Ana County Sheriff's Office on September 28, 2009, as a deputy, having completed her police certification in 1989. Michelle received a letter of commendation that states, "Deputy Thomas' actions are a real-life representation of the Doña Ana County Sheriff's Department Mission Statement to 'improve the quality of life, develop and maintain partnerships,' and she is a true personification of professionalism." In 2012, she was promoted to the rank of investigator. We congratulate her and thank her for five years of dedicated service to the residents of Doña Ana County.

10 YEARS

Timothy Barreras

Tim began his employment with Doña Ana County on September 7, 2004, as a detention officer and was promoted to the position of sergeant in October of 2009. He has worked in many areas of the Detention Center, and currently works in the booking section of the adult facility. He has received several letters of appreciation for his professionalism on the job. He has demonstrated compassion and level-headedness when dealing with inmates and stressful situations. He is dedicated and dependable, promotes teamwork and is a credit to the Detention Center. On the lighter side, he is known for his vicious pro-Dallas Cowboy spirit. We congratulate him and thank him for 10 years of dedicated service to the residents of Doña Ana County.

Mario Jimenez

Mario was hired as a temporary document technician in the Bureau of Elections in May of 2004, and was made a permanent employee in September of that year. He soon became one of the bureau's most proficient operators of the state-wide voter database system. During 2006, he coordinated the bureau's staff while a search was underway to fill the vacant elections supervisor position. Soon thereafter, Mario was promoted to the lead staff position in the bureau. Mario is frequently asked for advice by other counties, and in 2008 he was one of seven people appointed to the Elections Oversight Committee of the Clerks Affiliate of the New Mexico Association of Counties, which he now chairs. In 2009, Mario became the second person in Doña Ana County to graduate from the NMSU's County College, preceded only by former County Clerk Rita Torres. In 2009, Mario was appointed Chief Deputy County Clerk, and in 2013 Mario was elected by his peers as Chair of the Clerk's Affiliate. We congratulate him and thank him for 10 years of dedicated service to the residents of Doña Ana County.

Robert Pando

Robert began his employment with Doña Ana County on August 9, 2004, as a detention officer. He has been assigned to both the adult and juvenile facilities, and he currently works in the adult facility's health-care section. Robert received a letter of appreciation for his professionalism on the job. He is a team player and displays a professional level of courtesy and respect to others. He also has been helpful in training of new officers. We congratulate him and thank him for 10 years of dedicated service to the residents of Doña Ana County.

10 YEARS cont'd

Adrian Renteria

Adrian began his employment with Dona Ana County on August 9, 2004, as a detention officer. He was promoted to the position of sergeant in December of 2011. He has worked in many areas of the Detention Center and currently works at the juvenile facility. In 2009, he received a letter of appreciation for his professionalism on the job. Adrian consistently demonstrates commitment and dedication to his job and duties and exhibits a positive and flexible attitude. He is a team player who maintains positive relations with officers, other sergeants and his supervisors. We congratulate him and thank him for 10 years of dedicated service to the residents of Doña Ana County.

JoAnn Romero

JoAnn started her employment with Doña Ana County March 13, 2000, on a temporary assignment with the Human Resources department. In December of 2002, she was hired on temporary assignment with the Bureau of Elections as an elections specialist. In September of 2004, she was hired permanently in the Recording and Filing division of the Clerk's office as a document technician where she continues to provide the residents of Doña Ana County with great customer service. JoAnn works very diligently to verify hundreds of documents daily to ensure accuracy. We congratulate her and thank her for 10 years of dedicated full-time service to the residents of Doña Ana County.

Christina Serna

Christina began her career with the Doña Ana County Assessor's office on May 26, 1998, in the data-entry department. She was promoted in January of 2004 to an office-specialist position. Within 3 months she became a document technician and was then promoted into the position of personal property supervisor. Christina has anchored that position in the Assessor's Office with great knowledge and experience ever since. As personal property supervisor, her responsibilities include the front office customer service staff, mobile-home appraisers, personal property, business personal property and livestock accounts. She has vast knowledge when it comes to tax-roll changes, mobile homes becoming permanent structures, and the keying of business personal property. We congratulate her and thank her for 10 years of dedicated service to the residents of Doña Ana County.

15 YEARS

Aurora Terrazas


Aurora began her employment with Dona Ana County on September 13, 1999, as a detention officer. She has worked in many areas of the Detention Center and currently works in the adult booking section. She received a letter of appreciation for her professionalism on the job, because she has a positive attitude and demonstrates a professional and conscientious work ethic. She is always courteous and respectful of her co-workers and supervisors. We congratulate her and thank her for 15 years of dedicated service to the residents of Doña Ana County.

Jessie Villegas

Jessie began his career with Doña Ana County on September 7, 1999, as a building-maintenance worker. Jessie performed custodial duties along with building maintenance at the beginning of his career and with this experience he has become a skilled handyman, and craftsman, and he has assisted with many building projects for various community centers. Jessie has received many letters of commendation for his quick service on various maintenance projects throughout Doña Ana County. He is known to be dependable, and responds quickly to all work inquiries that are assigned to him. He is very well-liked by his fellow co-workers and he is always willing to lend a helping hand whenever needed. We congratulate him and thank him for 15 years of dedicated service to the residents of Doña Ana County.

**DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center
845 N. Motel Blvd.
Las Cruces, N.M. 88007
(575) 647-7200 or Toll-Free (877) 827-7200

 Public Information/Commission Liaison

Initiating Department

 Fire Marshal Robert Monsivaiz

Contact Person

September 9, 2014

Meeting Date

3
Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED
PROCLAIM THE WEEK OF SEPTEMBER 7-13 AS
VOLUNTEER FIREFIGHTER APPRECIATION WEEK IN DOÑA ANA COUNTY

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

A proclamation requested by the Doña Ana County Fire and Emergency Service Department.


DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

None

SUMMARY OF FINANCIAL IMPACT

None.

ADMINISTRATIVE REVIEW AND APPROVAL

| | | |
|------------------|---|--|
| _____ Finance | _____ Legal | _____ County Manager/Agenda Preview |
| _____ Purchasing | _____ Human Resources | _____ Asst. County Manager/Peer Review |
| _____ Planning |  _____ Public Information/Commission Liaison | |

DOCUMENT CONTROL

Original/s for signature __ Yes __ No For Recording __ Yes __ No

Return Originals To: _____ Name _____ Department _____

Send Copy of recorded original/s (resolution and ordinances only) to: _____ Name _____ Dept. _____

Deadline for return of document/s? __ Yes, return by: _____ or __ No

Proclamation

Doña Ana County State of New Mexico

WHEREAS, the Doña Ana County Board of Commissioners is pleased to recognize the accomplishments of the County's residents, and

WHEREAS, Doña Ana County's residents are privileged to enjoy the selfless service of more than 260 volunteer firefighters across 16 districts, and

WHEREAS, these volunteers take community safety seriously on a daily basis, and they frequently sacrifice their weekends for training and workshops designed to assist them in their ongoing efforts to protect their communities, and

WHEREAS, in addition to fighting fires, the volunteers also do firehouse tours and community outreach on fire safety throughout the year and in conjunction with the annual Fire Prevention Week, held each October across the United States, and

WHEREAS, volunteer firefighters sacrifice their personal time and risk their lives in selfless service to their communities both here in Doña Ana County, and across the United States of America, and

WHEREAS, the families of these volunteer firefighters also sacrifice time spent with loved ones and support the activities of their relatives and their collective spirit of community service despite the inherent dangers of the work they do, and

WHEREAS, it is the distinct pleasure and privilege of the Doña Ana County Board of Commissioners to bestow Proclamations, and

WHEREAS, all residents of Doña Ana County are represented by the Doña Ana County Board of Commissioners, and, therefore, speak with a united voice through the actions and deeds of this Board,

NOW THEREFORE, the Doña Ana County Board of Commissioners does hereby proclaim
Volunteer Firefighter Appreciation Week
to be
September 7-13, 2014 in Doña Ana County

PROUDLY PROCLAIMED this 9th day of September, 2014

Board of County Commissioners for Doña Ana County, New Mexico

Billy G. Garrett, Chair

yea __ nay

Wayne D. Hancock, Vice-Chair

yea __ nay

Benjamin L. Rawson, Member

yea __ nay

Dr. David J. Garcia, Member

yea __ nay

Leticia Duarte-Benavidez, Member

yea __ nay

Attested: Lynn Ellins, County Clerk

**DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Treasurer
Initiating Department

David Gutierrez, County Treasurer
Contact Person

September 9, 2014
Meeting Date

4
Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED

**ACKNOWLEDGE RECEIPT AND PUBLIC FILING OF THE TREASURER'S REPORT FOR THE
MONTH OF JULY 2014**

SUMMARY OF ITEM TO BE CONSIDERED

INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The County Treasurer prepares a detailed financial report each month that describes the County's most recent financial status including cash on hand, investment results, cash balances of all funds, and debt retirement activity. The Financial Report for any given month is distributed on or about the 20th of the succeeding month.

Financial Report for July 2014 has been prepared and distributed by the County Treasurer as described above. The Board of County Commissioners is hereby requested to acknowledge the receipt and public filing of the report for this month.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Copy of the County Treasurer's Financial Report for July 2014

SUMMARY OF FINANCIAL IMPACT

ADMINISTRATIVE REVIEW AND APPROVAL

| | | |
|-------------------------------------|--|---|
| <input type="checkbox"/> Finance | <input type="checkbox"/> Legal | <input type="checkbox"/> County Manager |
| <input type="checkbox"/> Purchasing | <input type="checkbox"/> Human Resources | <input type="checkbox"/> Assistant County Manager |
| <input type="checkbox"/> Planning | <input type="checkbox"/> Other | |

DOCUMENT CONTROL

Original/s for signature? ☐ Yes ☐ No For Recording? ☐ Yes ☐ No

Return original/s to: _____ Name _____ Dept.

Send copy of recorded original/s (resolution and ordinances only) to: _____ Name _____ Dept.

Deadline for return of document/s? Yes, return by: _____ or ☐ No

Doña Ana County Treasurer

845 North Motel Blvd.
Las Cruces, NM 88007
(575)-647-7433 Fax 525-5946



Treasurer's Financial Report for the Month of July 2014

Distributed on August 20, 2014 To:

Commission Chair-Billy G. Garrett
Commission Co-Chair-Wayne D. Hancock
Commissioner-Leticia Duarte-Benavidez
Commissioner-David J. Garcia
Commissioner-Benjamin L. Rawson
County Manager-Julia T. Brown
Director of Finance-William E. Noland
Controller-Nasreen Nelson, CPA

Doña Ana County Treasurer's Department

Treasurer's Monthly Financial Reports

As of July 31, 2014

Contents

| | | |
|---|-------------------------------------|----|
| 1 | Cash on Hand, In Banks and Invested | 3 |
| 2 | Investment Detail | 4 |
| 4 | Interfund Account Control Report | 5 |
| 5 | Bond Schedule | 9 |
| 6 | Schedule of Debt | 10 |

DOÑA ANA COUNTY
Cash on Hand, Banks and Investments
July 31, 2014

| | Bank Statement | Outstanding Deposits | Outstanding Checks ACH's & Wires | Adjustments From BankTo General Ledger | General Ledger |
|---|-------------------|-------------------------|-------------------------------------|---|-------------------|
| Cash on Hand: | | | | | |
| 11100 Cash Treasurer's Department | 2,100.00 | | | | 2,100.00 |
| 11200 Petty Cash - Other Departments | 7,962.05 | | | | 7,962.05 |
| Total | 10,062.05 | | | | 10,062.05 |
| Cash in Banks: | | | | | |
| 11103 Wells Fargo Depository Account | 11,019,732.52 | 66,512.74 | (323,995.58) | 73,189.12 A | 10,835,438.80 |
| 11106 Bank of the West-Confiscated Assets | 312,721.46 | | | 11,996.00 B | 324,717.46 |
| 11120 NMFA Reserve Account-Flood | 166,117.65 | | | | 166,117.65 |
| 11123 US Bank-Reserve 2001A & B | 221,500.00 | | | | 221,500.00 |
| 11125 US Bank-Reserve 2001B SAD | 556,000.00 | | | | 556,000.00 |
| 11130 US Bank-2001A-Excess Sinking Fund Account | 0.00 | | | | 0.00 |
| 11131 US Bank 2001B-Excess Sinking Fund Account | 27,553.76 | | | | 27,553.76 |
| 11135 Bank of the West-State Seizures | 36,844.75 | | | | 36,844.75 |
| 11136 Inmate Trust Fund-Detention | 103,314.62 | 17,738.45 | (53,405.81) | (32,647.55) C | 34,999.71 |
| 11138 DAC-Chaparral Wastewater | 100.00 | | | | 100.00 |
| 11139 Wells Fargo-CRRUA | 2,706,608.23 | | (137,550.55) | 15,617.35 D | 2,584,675.03 |
| 11311 US Bank-Interest Fund-Detention | 0.00 | | | | 0.00 |
| 11312 US Bank-Capitalized Interest Fund-Detention | 0.00 | | | | 0.00 |
| 11313 US Bank-Debt Service Reserve Fund-Detention | 2,412,000.00 | | | | 2,412,000.00 |
| 11314 US Bank-Principal Fund-Detention | 0.00 | | | | 0.00 |
| 11315 US Bank-Construction Fund-Detention | 0.00 | | | | 0.00 |
| 11316 US Bank-Revenue Fund-Detention | 324,823.50 | | | | 324,823.50 |
| 11420 US Bank-(DATF) Capitalized Interest-2001A-SAD | 6.64 | | | | 6.64 |
| 11421 US Bank-(DATF) Capitalized Interest-2001B-SAD | 0.04 | | | | 0.04 |
| 11422 US Bank-2001A-Administration Expense Account | 211.23 | | | | 211.23 |
| 11423 US Bank-2001B Administration Expense Account | 0.00 | | | | 0.00 |
| 11430 Bank of Albuquerque-PILT 2004A Debt Service | 0.00 | | | 21.66 E | (21.66) |
| 11431 Bank of Albuquerque-PILT 2004A Debt Service Reserve | 986,798.76 | | | (21.66) F | 986,820.42 |
| 11433 Nadbank Escrow Account | 0.00 | | | | 0.00 |
| 11460 Earned Premium/Discount | 128,471.12 | | | | 128,471.12 |
| 12050 Returned Checks | 2,386.06 | | | | 2,386.06 |
| Sub-total | 19,015,252.39 | | | | 18,652,706.56 |
| 11112 Investments--Detail on page 4 | 59,754,447.29 | | | | 59,754,447.29 |
| Total All Interfund Accounts | 78,769,699.68 | 84,251.19 | (514,951.94) | 68,154.92 | 78,407,153.85 |

- A \$71,103.51 outstanding IRS draft, \$1,170.00 voided check cashed, \$35.48 bank error, \$248.42 credit card refund, and \$631.71 Miscellaneous adjustments
- B \$11,996.00 Wire posted to Confiscated Assets that was deposited to Wells Fargo Bank.
- C (\$26,367.44) outstanding payables.
- D \$23.83 voided check cashed and \$15,593.52 GRT drafted but check not issued.
- E \$21.66 error on interest posting.
- F (\$21.66) error on interest posting

Doña Ana County ~ INVESTMENTS

| # | TYPE | INVEST DATE | MATURITY DATE | TERMS DAYS/PYMT | RATE | HOLDING AGENCY BANK | ID NUMBER | AMOUNT |
|-------------------|------|------------------------------------|---------------|-----------------|----------|------------------------|------------------|----------------------|
| 1 | CD | 01/12/12 | 01/12/15 | 1096/Mon | 1.350000 | First New Mexico | 51485331 | 250,000.00 |
| 2 | CD | 12/16/13 | 01/16/15 | 396/Mon | 0.996000 | Washington Fed Svgs | 1842000935 | 250,000.00 |
| 3 | CD | 02/13/12 | 02/13/15 | 1096/Mon | 2.000000 | Western Heritage | 100575 | 250,000.00 |
| 4 | CD | 10/07/13 | 10/07/15 | 730/Mon | 0.550000 | Century | 510100043 | 250,000.00 |
| 5 | CD | 01/29/13 | 01/29/16 | 1095/3-Mon | 1.000000 | First New Mexico | 51745330 | 500,000.00 |
| 6 | CD | 05/18/13 | 05/17/16 | 1095/Mon | 1.100000 | White Sands FCU | 13589833 | 100,000.00 |
| 7 | CD | 05/22/13 | 05/21/16 | 1095/Mon | 1.100000 | White Sands FCU | 13589834 | 150,000.00 |
| 8 | CD | 03/03/14 | 03/03/17 | Mon | 0.650000 | Century | 510100530 | 3,000,000.00 |
| 9 | CD | 03/04/14 | 03/06/17 | Mon | 0.710000 | Citizens | 0115283127 | 3,000,000.00 |
| 10 | CD | 03/12/14 | 03/12/17 | Mon | 0.400000 | First Savings | 13402319 | 3,000,000.00 |
| | | | | | | | | 10,750,000.00 |
| 11 | Svgs | 07/01/14 | 07/31/14 | Mon | 0.210000 | Wells Fargo | 7809778637 | 11,688,605.78 |
| 12 | Svgs | 07/01/14 | 07/31/14 | Mon | 0.150000 | White Sands FCU | 13589800 | 238.56 |
| 13 | DAC | DAC, NM Water System Revenue Bonds | | | 2.000000 | Doña Ana County | Series 2008 | 6,135,000.00 |
| | | | | | | | SUB-TOTAL | 28,573,844.34 |
| 14 | CD | 09/23/11 | 09/23/14 | 6 Mon | 1.350000 | Wells Fargo Securities | 1AB38068 | 250,000.00 |
| 15 | CD | 06/07/12 | 10/07/14 | 6 Mon | 0.600000 | Wells Fargo Securities | 1AB38068 | 250,000.00 |
| 16 | CD | 06/14/13 | 12/15/14 | 6 Mon | 0.350000 | Wells Fargo Securities | 1AB38068 | 250,000.00 |
| 17 | CD | 02/14/13 | 02/13/15 | 6 Mon | 0.400000 | Wells Fargo Securities | 1AB38068 | 250,000.00 |
| 18 | CD | 06/12/13 | 03/12/15 | 6 Mon | 0.400000 | Wells Fargo Securities | 1AB38068 | 250,000.00 |
| 19 | CD | 10/17/13 | 04/17/15 | 6 Mon | 0.550000 | Wells Fargo Securities | 1AB38068 | 250,000.00 |
| 20 | CD | 05/22/13 | 05/22/15 | Mon | 0.400000 | Wells Fargo Securities | 1AB38068 | 250,000.00 |
| 21 | CD | 05/31/13 | 06/01/15 | 6 Mon | 0.400000 | Wells Fargo Securities | 1AB38068 | 250,000.00 |
| 22 | CD | 06/07/13 | 06/08/15 | 6 Mon | 0.400000 | Wells Fargo Securities | 1AB38068 | 250,000.00 |
| 23 | CD | 12/07/11 | 12/07/15 | 6 Mon | 1.550000 | Wells Fargo Securities | 1AB38068 | 250,000.00 |
| 24 | CD | 07/24/13 | 01/25/16 | 6 Mon | 0.850000 | Wells Fargo Securities | 1AB38068 | 250,000.00 |
| 25 | CD | 02/24/14 | 02/24/16 | Mon | 0.550000 | Wells Fargo Securities | 1AB38068 | 250,000.00 |
| 26 | CD | 05/08/14 | 05/09/16 | Mon | 0.450000 | Wells Fargo Securities | 1AB38068 | 250,000.00 |
| 27 | CD | 05/09/14 | 05/09/16 | Mon | 0.450000 | Wells Fargo Securities | 1AB38068 | 250,000.00 |
| 28 | CD | 05/12/14 | 05/12/16 | Mon | 0.500000 | Wells Fargo Securities | 1AB38068 | 250,000.00 |
| 29 | CD | 05/18/12 | 05/18/16 | 6 Mon | 1.250000 | Wells Fargo Securities | 1AB38068 | 250,000.00 |
| 30 | CD | 05/09/14 | 11/09/16 | 6 Mon | 0.650000 | Wells Fargo Securities | 1AB38068 | 250,000.00 |
| 31 | CD | 04/05/12 | 04/05/17 | 6 Mon | 1.750000 | Wells Fargo Securities | 1AB38068 | 250,000.00 |
| 32 | CD | 04/11/12 | 04/11/17 | 6 Mon | 1.800000 | Wells Fargo Securities | 1AB38068 | 250,000.00 |
| 33 | CD | 04/27/12 | 04/27/17 | 6 Mon | 2.000000 | Wells Fargo Securities | 1AB38068 | 250,000.00 |
| 34 | CD | 06/04/14 | 06/05/17 | 6 Mon | 1.050000 | Wells Fargo Securities | 1AB38068 | 250,000.00 |
| 35 | CD | 01/11/13 | 11/15/17 | 6 Mon | 1.000000 | Wells Fargo Securities | 1AB38068 | 250,000.00 |
| 36 | CD | 02/20/13 | 02/20/18 | 6 Mon | 1.125000 | Wells Fargo Securities | 1AB38068 | 250,000.00 |
| 37 | CD | 07/31/13 | 07/31/18 | 6 Mon | 1.900000 | Wells Fargo Securities | 1AB38068 | 250,000.00 |
| 38 | CD | 08/01/13 | 08/01/18 | 6 Mon | 1.950000 | Wells Fargo Securities | 1AB38068 | 250,000.00 |
| 39 | CD | 09/18/13 | 09/18/18 | 6 Mon | 2.050000 | Wells Fargo Securities | 1AB38068 | 250,000.00 |
| 40 | CD | 04/23/14 | 04/23/19 | 6 Mon | 1.800000 | Wells Fargo Securities | 1AB38068 | 250,000.00 |
| 41 | CD | 07/10/14 | 07/10/19 | 6 Mon | 1.950000 | Wells Fargo Securities | 1AB38068 | 250,000.00 |
| 42 | CD | 07/30/14 | 07/30/19 | 6 Mon | 2.050000 | Wells Fargo Securities | 1AB38068 | 250,000.00 |
| | | | | | | | | 7,250,000.00 |
| 43 | MM | 07/01/14 | 07/31/14 | Mon | 0.010000 | Wells Fargo Securities | 1AB38068 | 2,356.04 |
| JULY, 2014 | | | | | | | | |

4.5

Doña Ana County ~ INVESTMENTS

- 4a -

DOÑA ANA COUNTY
Bank Interfund Account Control
July 31, 2014

| FUND | ACCOUNT | ENDING BALANCE |
|-------|--|----------------|
| 10001 | General Fund | 6,925,806.56 |
| 10002 | DASO General Fund | 2,756,219.22 |
| 10003 | Fire Marshal-General Fund | 450,031.93 |
| 10004 | 1st 1/8 Gross Receipts | 520,821.10 |
| 10008 | Community Services | 21,632.10 |
| 10010 | County Clerk Equipment Recording | 256,835.93 |
| 10020 | Cost to State/Treasurer | 4,375.00 |
| 10025 | County Treasurer's Fees | 18,434.05 |
| 10030 | Environmental Expense Fund | 653,549.26 |
| 10040 | Environmental Gross Receipts | 0.00 |
| 10050 | Environmental GRT Income | 143,634.39 |
| 10055 | Hospital Revenue | 3,235,399.03 |
| 10060 | Payment in Lieu of Taxes | 1,721,617.14 |
| 10070 | Recreation | 59.35 |
| 10080 | Road | 867,420.08 |
| 21112 | COPS Grant # 3 #96UMWX1438 | 0.00 |
| 21113 | COPS in School Grant 2001SHWX0482 | 0.00 |
| 21114 | COPS More2 #2002CLWX0003 | 0.00 |
| 21118 | COPS #2005CKWX0207 | 0.00 |
| 21123 | COPS in School Grant 2000SHWX0773 | 0.00 |
| 21124 | GREAT Grant | 0.00 |
| 21130 | Substance Abuse Grants | 0.00 |
| 21134 | 02-VF-GX-K003 Victims of Crime USJ | 0.00 |
| 21135 | Federal Reimbursement Grant/Detention | (60,247.82) |
| 21136 | B-02-SP-NM-0439 Fairgrounds Grant | 0.00 |
| 21225 | Section 8 Vouchers | 0.00 |
| 21233 | Casas de Quinta Sol | 0.00 |
| 21235 | CFP-Housing | 0.00 |
| 21241 | Housing Grants | 0.00 |
| 22111 | CDBG | 0.00 |
| 22140 | CFDA #1SP09597-01/Border Health/SCNMPC | 0.00 |
| 22250 | Community DWI Grant | 0.00 |
| 22251 | DWI Grant Fund | 324,918.82 |
| 23110 | NM-DOH-BHSD-State Incentive Grant | 0.00 |
| 23111 | State Appropriations | (538,932.53) |

| FUND | ACCOUNT | ENDING BALANCE |
|-------|---------------------------------|----------------|
| 23120 | Colonia's Initiative | 63,391.74 |
| 23300 | Sheriffs Grants-State | (123,820.85) |
| 25110 | Civil Preparedness-State | 351,977.51 |
| 25112 | Inmate Trust Fund | 34,999.71 |
| 25113 | Inmate Welfare Fund | 661,469.33 |
| 25115 | Corrections Fees | 606,854.39 |
| 25118 | Emergency Fund | 632,320.66 |
| 25120 | Farm & Range | 20,343.38 |
| 25125 | Fire Protection Excise Tax | 351,589.74 |
| 25130 | Fire Protection Expense Fund | 7,803,288.38 |
| 25135 | Flood Control | 8,030,449.25 |
| 25140 | Health Services Fund (SLIAG) | 401,449.55 |
| 25141 | Hospital Lease | 9,521,049.54 |
| 25142 | Province Health Care Grant | 1,734,269.59 |
| 25143 | Hospital Expanded Care | 0.00 |
| 25144 | Crisis Triage Center | 1,606,491.04 |
| 25145 | Indigent Hospital Care | 4,045,741.14 |
| 25150 | Reappraisal Administrative Fees | 1,843,049.58 |
| 25153 | TIDD Development Districts | 8,151.50 |
| 25160 | Spaceport Gross Receipts Tax | 295,436.19 |
| 25210 | Confiscated Assets | 216,628.12 |
| 25230 | Law Enforcement Protection | 167,620.77 |
| 25305 | Anthony EMS | 2,711.04 |
| 25310 | Chamberino EMS | 360.97 |
| 25315 | Chaparral EMS | 936.05 |
| 25320 | Doña Ana EMS | 32.96 |
| 25325 | Fairacres EMS | 409.77 |
| 25330 | Garfield EMS | 2,158.45 |
| 25335 | Las Alturas EMS | 137.92 |
| 25340 | La Mesa EMS | 32.04 |
| 25345 | La Union EMS | 2,793.36 |
| 25350 | Mesquite EMS | 36.40 |
| 25355 | Organ EMS | 494.60 |
| 25365 | Radium Springs EMS | 261.92 |
| 25370 | Rincon EMS | 854.62 |
| 25375 | Santa Teresa EMS | 329.72 |
| 25385 | South Valley EMS | 2,705.47 |

| FUND | ACCOUNT | ENDING BALANCE |
|-------|--------------------------------------|----------------|
| 25395 | University EMS | 1,134.19 |
| 25410 | EMS - Emergicare/Anthony | 35.37 |
| 25415 | EMS - Emergicare/Las Cruces | 13,638.40 |
| 25420 | EMS - Emergicare/Sunland Park | 13,498.53 |
| 25422 | EMS - NASA | 441.53 |
| 25426 | EMS-SW Ambulance-Chaparral | 5,957.17 |
| 25430 | EMS-Southwest MediVac-Las Cruces | 1,549.40 |
| 25435 | EMS-Americare/Hatch | 2.38 |
| 25505 | Anthony Fire District | 135,297.35 |
| 25510 | Chamberino Fire District | 77,581.79 |
| 25515 | Chaparral Fire District | 231,093.04 |
| 25520 | Doña Ana Fire District | 96,553.81 |
| 25525 | Fairacres/Picacho Fire District | 157,142.76 |
| 25530 | Garfield/Salem Fire District | 277,603.61 |
| 25535 | Las Alturas Fire District | 88,078.11 |
| 25540 | La Mesa Fire District | 121,958.20 |
| 25545 | La Union Fire District | 356,900.67 |
| 25550 | Mesquite Fire District | 163,867.08 |
| 25555 | Organ Fire District | 462,502.28 |
| 25565 | Radium Springs Fire District | 176,996.46 |
| 25570 | Rincon Fire District | 117,750.13 |
| 25575 | Santa Teresa Fire District | 99,110.80 |
| 25580 | Santa Teresa Substation # 2 | 195,242.70 |
| 25585 | South Valley Fire District | 95,263.42 |
| 25590 | Talavera Fire District | 258,979.59 |
| 25595 | University Park Fire District | 144,381.78 |
| 30040 | GO Bond - Judicial | 413,648.93 |
| 30042 | Debt Service-South Central | 226.11 |
| 30043 | Debt Service - La Union | 77.10 |
| 30044 | Debt Service-Salem | 40.60 |
| 30045 | Reserve-NMED CWSRL #1438047 | 193,256.12 |
| 30090 | Reserve-Flood Loan | 166,117.65 |
| 30100 | Bond Retirement - 2001A Airport Road | (2,494.24) |
| 30101 | Reserve - 2001A Airport Road | 240,454.19 |
| 30102 | Bond Retirement - 2001B Border Park | 115,604.90 |
| 30103 | Reserve - 2001B SAD Border Park | 603,217.66 |

| FUND | ACCOUNT | ENDING BALANCE |
|-------|--|----------------|
| 30110 | Bond Retirement-2003 GRT Revenue Bond | 0.00 |
| 30112 | Debt Service-2012 GRT Refunding Revenue Bond | 0.00 |
| 30120 | Debt Service-2004 PILT Revenue Bond | 20,843.34 |
| 30121 | Debt Service Reserve-2004 PILT Revenue Bond | 1,113,717.09 |
| 30122 | Debt Service-2008 Utility Bond | 0.00 |
| 30123 | Debt Service-GO Bond Series 2013 | 680.00 |
| 41010 | Utility Department | 53,912.32 |
| 41020 | Airport FAA Projects | 11,729.06 |
| 42010 | Wastewater Projects/Grants | 0.00 |
| 43010 | Utility Projects | (90,885.15) |
| 45075 | Griggs/Walnut Superfund Project | 37.24 |
| 45091 | E-911 Emergency Dispatch Center | 6,012,990.72 |
| 45092 | Court-Hold Animals Project | 766,088.01 |
| 50010 | Bond Retirement - Detention | 1,045,728.59 |
| 50020 | Doña Ana County/Santa Teresa Airport | 166,443.74 |
| 20030 | Detention Center Fund | (302,504.08) |
| 50035 | Reserve-Detention (Series 1993) | 2,412,775.00 |
| 50040 | South Central Solid Waste Authority | 0.00 |
| 50041 | SCSWA-Solid Waste Authority | 48,859.55 |
| 50043 | Salem/Ogas-Wastewater | 60,723.15 |
| 50044 | South Central WWTP | (19,691.51) |
| 50045 | Reserves-Utilities | 591,273.05 |
| 50046 | La Union | 24,130.31 |
| 50063 | Chaparral Wastewater System-RUS | 0.00 |
| 50064 | Doña Ana Wastewater System | 9,019.15 |
| 50066 | San Miguel Water System | 463.05 |
| 50067 | Rincon Wastewater | 3,910.32 |
| 50068 | NMED CWSRLF-County Wide Utilities | 0.00 |
| 50070 | Chaparral Wastewater System | (18,614.49) |
| 55110 | CRRUA-Water | 1,610,694.20 |
| 55120 | CRRUA-Wastewater | 736,736.46 |
| 55125 | Sunland Park-Solid Waste | 6.52 |
| 55130 | Reserve-CRRUA Revenue Bonds | 188,815.80 |
| 55140 | CRRUA-SZPPA | 562.50 |
| 60010 | DAC Acquisition Fund | 2,183,451.34 |
| 60020 | Fleet | 546,134.86 |
| 70010 | Children's Trust Fund | 2,970.00 |
| 70040 | Property Tax Fund | 559,391.82 |
| 70050 | Airport Road-Special Assessment-2001A | (96,609.13) |
| 70060 | Border Park-Special Assessment-2001B | 152,122.29 |
| 90010 | General Fixed Assets | 0.00 |
| | TOTAL PARTICIPATING FUNDS | 78,407,193.85 |
| 99010 | Bank Cash | 78,407,193.85 |

Doña Ana County Treasurer

July 31, 2014

SCHEDULE OF GENERAL OBLIGATION BONDS

| Purpose | Date of Issue | Original Amount of Issue | Principal Paid This Qtr. | Principal Paid YTD | Bonds Redeemed Early | Unredeemed Bonds P & I | Total Bonds Outstanding | Interest Paid This Qtr. | Interest Paid YTD | Maturity Date |
|-------------------------------|---------------|--------------------------|--------------------------|--------------------|----------------------|------------------------|-------------------------|-------------------------|-------------------|---------------|
| GO Refunding Bond Series 2013 | 7/30/2013 | 6,800,000 | 0 | 0 | 0 | 9,456,820 | 0 | 0 | 0 | 9/1/2033 |
| | | 6,800,000 | 0 | 0 | 0 | 9,456,820 | 0 | 0 | 0 | |

SCHEDULE OF REVENUE BONDS

| Purpose | Date of Issue | Original Amount of Issue | Principal Paid This Qtr. | Principal Paid YTD | Bonds Redeemed Early | Unredeemed Bonds P & I | Total Bonds Outstanding | Interest Paid This Qtr. | Interest Paid YTD | Maturity Date |
|----------------------------------|---------------|--------------------------|--------------------------|--------------------|----------------------|------------------------|-------------------------|-------------------------|-------------------|---------------|
| GRT Series 1998-Detention Center | 4/1/1998 | 27,890,000 | 0 | 0 | 0 | 5,997,525 | 5,505,000 | 0 | 0 | 6/1/2016 |
| GRT Refunding & Improvement 2003 | 10/1/2003 | 7,145,000 | 0 | 0 | 0 | 7,041,101 | 4,970,000 | 0 | 0 | 5/1/2028 |
| GRT Refunding & Improvement 2012 | 10/10/2012 | 4,870,000 | 0 | 0 | 0 | 5,716,200 | 4,545,000 | 0 | 0 | 11/1/2028 |
| PILT Revenue Bonds | 10/1/2003 | 13,800,000 | 0 | 0 | 0 | 14,768,986 | 10,220,000 | 0 | 0 | 12/1/2028 |
| DAC, NM Water System Rev 2008 * | 12/9/2008 | 7,765,000 | 0 | 0 | 0 | 7,532,650 | 6,135,000 | 0 | 0 | 12/15/2033 |
| Total Revenue Bonds | | 61,470,000 | 0 | 0 | 0 | 41,056,461 | 31,375,000 | 0 | 0 | |

SCHEDULE OF SPECIAL ASSESSMENT BONDS

| Purpose | Date of Issue | Original Amount of Issue | Principal Paid This Qtr. | Principal Paid YTD | Bonds Redeemed Early | Unredeemed Bonds P & I | Total Bonds Outstanding | Interest Paid This Qtr. | Interest Paid YTD | Maturity Date |
|-------------------------------------|---------------|--------------------------|--------------------------|--------------------|----------------------|------------------------|-------------------------|-------------------------|-------------------|---------------|
| Santa Teresa-Airport | 2/13/2001 | 2,215,000 | 0 | 0 | 0 | 1,442,153 | 1,135,000 | 47,528 | 47,528 | 1/1/2021 |
| Santa Teresa-Border Industrial Park | 2/13/2001 | 5,560,000 | 0 | 0 | 0 | 4,377,703 | 3,265,000 | 144,884 | 144,884 | 1/1/2021 |
| Total Special Assessment Bonds | | 7,775,000 | 0 | 0 | 0 | 5,819,856 | 4,400,000 | 0 | 0 | |

Grand Totals

| | | | | | | | |
|------------|---|---|---|------------|------------|---|---|
| 76,045,000 | 0 | 0 | 0 | 56,333,138 | 35,775,000 | 0 | 0 |
|------------|---|---|---|------------|------------|---|---|

*Calculated on 2% interest. Base interest rate is 2% per annum and will vary with the U.S. Treasury Note rate, not to exceed a maximum interest rate of 3.5% per annum.

Schedule of Other Debt

Intercept Agreements and Board of Finance Loans

July 31, 2014

| Purpose and Type of Loan | Fund | Revenue Source | Total Loan Amount | Interest Rate | Date of Issue | Amount Paid This Quarter | Year To Date Actual | Budgeted Annual Payment | Maturity Date |
|--|-------------------------|--|-------------------------|------------------|------------------|--------------------------------|---------------------------|-------------------------------|------------------|
| New Mexico Environmental Dept. Clean Water/Wastewater Facility | 10030 | Water/Wastewater User Fees | 824,191 | 2.0000% | 03/12/2001 | 0 | 0 | 51,091 | 06/17/2019 |
| New Mexico Finance Authority Flood Control Projects | 25135 | Flood Tax | 2,215,217 | 4.8850% | 9/1/1998 | 0 | 0 | 67,977 | 5/1/2015 |
| New Mexico Environmental Dept. CWSRLF | 30042 30043 30044 | Water/Wastewater User Fees | 474,014 | 2.0000% | 6/30/2003 | 0 | 0 | 273,063 | 2/5/2030 |
| New Mexico Finance Authority Water Remediation for Contamination Griggs and Walnut | 45075 | 1/8 of 1% of County Environmental GRT | 3535000 | 2.0000% | 5/20/2011 | 78,119 | 92,644 | 92,645 | 6/1/2032 |
| Totals | | | <u>7,048,422</u> | | | <u>78,119</u> | <u>92,644</u> | <u>484,776</u> | |

**DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Community Development
Initiating Department

Lee Galt, GIS Administrator
Contact Person

September 9, 2014

Meeting Date

5
Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED

**APPROVE DOÑA ANA COUNTY ARC GIS ENTERPRISE LICENSE AGREEMENT (ELA) AND
AUTHORIZE COUNTY MANAGER SIGNATURE AUTHORITY FOR SUBSEQUENT CONTRACT
DOCUMENTS**

SUMMARY OF ITEM TO BE CONSIDERED

INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Multiple departments within the County seek approval for the use of State of New Mexico Price Agreement #20-000-00-01508 to purchase an Enterprise License from Environmental Systems Research Institute Inc. (ESRI) for their Geographic Information System (GIS) needs. The licensing would allow unlimited use of ESRI software for all County employees. Funding and support has been pledged by the following departments: Community Development, the Assessor's Office, Flood Commission, the Bureau of Elections, Health and Human Services (HHS), the Office of Emergency Services (OEM), Utilities, Engineering, the Sheriff's Department and Mesilla Valley Regional Dispatch Authority (MVRDA).





DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

- Executive Summary
- Spreadsheet of total amounts pledged by each department towards the license total and accounting strings.
- Spreadsheet of estimated à la carte costs comparing 2012-2013 to 2014-2015 in lieu of an ELA.
- Contract between Doña Ana County and Environmental Systems Research Institute.

SUMMARY OF FINANCIAL IMPACT

The total annual cost for the licensing is \$85,000, including all software and maintenance. The agreement covers a 3-year period with a total cost of \$255,000. Budgeted by departments listed above.

ADMINISTRATIVE REVIEW AND APPROVAL

| | | |
|--|----------------------|---|
|  Finance | ____ Legal |  County Manager/ Agenda Review |
| ____ Purchasing | ____ Human Resources |  Assistant County Manager |
|  Planning | ____ Other | |

DOCUMENT CONTROL

Original/s for signature? ____ Yes No For Recording? ____ Yes No

Return original/s to: _____ Name _____ Dept.

Send copy of recorded original/s (resolution and ordinances only) to: _____ Name _____ Dept.

Deadline for return of document/s? Yes, return by: _____ or ____ No

APPROVE DOÑA ANA COUNTY ARCGIS ENTERPRISE LICENSE AGREEMENT

EXECUTIVE SUMMARY 09/09/2014 BOCC Meeting

On August 9, 2011, the Doña Ana County Board of County Commissioners (BOCC) approved the Doña Ana County ArcGIS Enterprise License Agreement (ELA) to purchase an Enterprise License from Environmental Systems Research Institute, Inc. (ESRI) for their Geographic Information System (GIS) needs at a yearly cost of \$70,000 per year and a total of \$210,000 over a 3-year period from September 16, 2011 through September 15, 2014. The new licensing allowed unlimited use of ESRI software for all County employees, allowing for the upgrading and expansion of its current usage. Funding and support was pledged from various Doña Ana County departments which use the licensing.

The ELA provided Doña Ana County with numerous benefits including:

- A lower cost-per-unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all ESRI software deployed through the ELA
- Complete flexibility to deploy software products when and where needed

Cost under the current ELA compared to individual à la carte pricing was significant; a savings of **\$30,380** per year. The original ELA was procured as Sole Source with all accompanying support documentation for that type of procurement.

Now, multiple departments within the County are seeking approval for the renewal of the ELA for another 3-year period at a cost of \$85,000 per year and a total of \$255,000. The renewal of this ELA will be procured with the use of the State of New Mexico Statewide Price Agreement #20-000-00-01508.

Amendment No. 2 to Enterprise License Agreement No. 2011ELA6221 (ELA) between County of Doña Ana, New Mexico ("County") and Environmental Systems Research Institute, Inc. (ESRI) is effective September 16, 2014 and changes the ELA to add additional terms and conditions, extend the period of performance for an additional 3 years, and update the product list and pricing. The term of this ELA is extended from September 16, 2014 to September 15, 2017. According to ESRI, the increase in cost from the first ELA to this renewal, from \$70,000 to \$85,000 was primarily due to the increase in the number of licenses deployed across the County based on an annual report that was sent to ESRI from Doña Ana County on September 19, 2013.

Over the last 3-year period, additional licenses have been needed due to increased demand for GIS capabilities, but with the ELA pricing remaining the same, the costs to each department have decreased during that span. The estimated savings of cost under the new ELA compared to individual à la carte pricing continues to be very significant, a savings of **\$85,470** per year.

ArcGIS Licensing Estimates

8/20/2014

2014-2015 Enterprise Costs

| License Type | Community Development | Assessor's Office | Flood Department | Bureau of Elections | HHS | OEM | Utilities | Engineering | DASO | MVRDA | Total |
|-----------------------|-----------------------|-------------------|------------------|---------------------|----------|----------|-----------|-------------|----------|----------|------------|
| Advanced | 5 | 4 | 2 | 1 | 1 | 1 | 0 | 0 | 1 | 1 | 16 |
| Basic | 19 | 55 | 8 | 3 | 0 | 1 | 1 | 12 | 6 | 0 | 105 |
| Total Licenses | 24 | 59 | 10 | 4 | 1 | 2 | 1 | 12 | 7 | 1 | 121 |

| Weighted License Calculation | | | | | | | | | | | |
|---|-----------|-----------|-----------|----------|----------|----------|----------|-----------|----------|----------|------------|
| Weighted Advanced (Weighted 3:1 over Basic) | 15 | 12 | 6 | 3 | 3 | 3 | 0 | 0 | 3 | 3 | 48 |
| Basic | 19 | 55 | 8 | 3 | 0 | 1 | 1 | 12 | 6 | 0 | 105 |
| Total Weighted Licenses | 34 | 67 | 14 | 6 | 3 | 4 | 1 | 12 | 9 | 3 | 153 |

| Costs | Community Development | Assessor's Office | Flood Department | Bureau of Elections | HHS | OEM | Utilities | Engineering | DASO | MVRDA | Total |
|------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|---|-------------------|--------------------|
| 2014-2015 Budget Year | \$18,888.89 | \$37,222.22 | \$7,777.78 | \$3,333.33 | \$1,666.67 | \$2,222.22 | \$555.56 | \$6,666.67 | \$5,000.00 | \$1,666.67 | \$85,000.00 |
| Percent of Total | 22.22% | 43.79% | 9.15% | 3.92% | 1.96% | 2.61% | 0.65% | 7.84% | 5.88% | 1.96% | 100.00% |
| Accounting String | 10001-10270-72835-100 | 25150-10125-72870-100 | 25135-20605-72835-200 | 10001-10135-72450-100 | 25140-50124-72870-500 | 10001-10215-72414-200 | 50044-40110-72835-400 | 10080-30010-72835-300 | 10002-20101-72870-200 & 10002-20501-72870-200 | Invoice | |

Doña Ana County ArcGIS à la Carte Licensing Cost Comparison: From 2012-2013 to 2014-2015

| GIS License Type | Cost/Type | 2012-2013 License Deployments | 2012-2013 Total Licensing Cost | 2014-2015 Additional Licenses | 2014-2015 Additional Licensing Cost | 2014-2015 Total Licensing Cost |
|---|------------------|--------------------------------------|---------------------------------------|--------------------------------------|--|---------------------------------------|
| Basic | \$1,350 | 0 | \$0 | 13 | \$17,550 | \$17,550 |
| Basic (Single Use) Primary Maintenance | \$400 | 4 | \$1,600 | 0 | \$0 | \$1,600 |
| Basic (Single Use) Secondary Maintenance | \$300 | 33 | \$9,900 | 0 | \$0 | \$9,900 |
| Basic (Concurrent Use) Primary Maintenance | \$700 | 6 | \$4,200 | 1 | \$700 | \$4,900 |
| Basic (Concurrent Use) Secondary Maintenance | \$500 | 50 | \$25,000 | 12 | \$6,000 | \$31,000 |
| Advanced | \$8,910 | 0 | \$0 | 2 | \$17,820 | \$17,820 |
| Advanced (Concurrent Use) Primary Maintenance | \$3,000 | 2 | \$6,000 | 0 | \$0 | \$6,000 |
| Advanced (Concurrent Use) Secondary Maintenance | \$1,200 | 12 | \$14,400 | 2 | \$2,400 | \$16,800 |
| Spatial Analyst | \$2,250 | 8 | \$18,000 | 4 | \$9,000 | \$27,000 |
| Spatial Analyst (Concurrent Use) Primary Maintenance | \$500 | 1 | \$500 | 1 | \$500 | \$1,000 |
| Spatial Analyst (Concurrent Use) Secondary Maintenance | \$200 | 7 | \$1,400 | 3 | \$600 | \$2,000 |
| 3D Analyst | \$2,250 | 6 | \$13,500 | 2 | \$4,500 | \$18,000 |
| 3D Analyst (Concurrent Use) Primary Maintenance | \$500 | 1 | \$500 | 0 | \$0 | \$500 |
| 3D Analyst (Concurrent Use) Secondary Maintenance | \$200 | 5 | \$1,000 | 2 | \$400 | \$1,400 |
| Network Analyst | \$2,250 | 4 | \$9,000 | 2 | \$4,500 | \$13,500 |
| Network Analyst (Concurrent Use) Primary Maintenance | \$500 | 1 | \$500 | 0 | \$0 | \$500 |
| Network Analyst (Concurrent Use) Secondary Maintenance | \$200 | 3 | \$600 | 2 | \$400 | \$1,000 |
| Totals | | | \$106,100 | | \$64,370 | \$170,470 |



Amendment No. 2
to
Enterprise License Agreement No. 2011ELA6221 (ELA)
between
County of Donna Ana, New Mexico ("County")
and
Environmental Systems Research Institute, Inc. (Esri)

This Amendment No. 2 is effective as of September 16, 2014 and changes the ELA to add additions terms and conditions, extend the period of performance for an additional three years, and update the product list and pricing, as follows:

1. **Section 5.1.** The following is added to section 5.1 Term:

"The term of this ELA is extended an additional three year period from September 16, 2014 to September 15, 2017, unless this ELA is terminated earlier as provided herein."

2. **Appendix A—Enterprise License Software Schedule.** During the extended term of the ELA the list of Enterprise License Software is updated with a new Appendix A—Enterprise License Software Schedule, a copy of which is attached hereto and incorporated herein by reference.
3. **Appendix B—ELA Fee Schedule.** During the extended term of the ELA the ELA Fee is updated with a new Appendix B—ELA Fee Schedule, a copy of which is attached hereto and incorporated herein by reference.
4. **State of New Mexico Terms and Conditions.** On June 29, 2012 Esri and The State of New Mexico entered into a Statewide Price Agreement contract number 20-000-00-01508 (Price Agreement). During the extended term of this ELA each of the Articles in the Price Agreement are incorporated into the ELA as additional terms to this ELA except for those provisions (identified below) in the Price Agreement which are terms specific to discounted pricing or products that are not included in the ELA Fee. The Price Agreement provisions not applicable to this ELA are:
- a) Article 2—Scope of Work
 - b) Article 3—Compensation
 - c) Article 5—Term
 - d) Article 6—Termination
 - e) Article 9—Intellectual Property
 - f) Article 11—Warranties, Disclaimers, Limitation of Liability
 - g) Article 29—Notices
 - h) Exhibit A—GIT COTS Products and Related Services, including each exhibit and appendix attached thereto.

Except as listed above, all other terms and conditions in the Price Agreement shall apply to this ELA. If termination or expiration of the Price Agreement occurs prior to expiration of the ELA, then the ELA shall continue and all applicable terms of the Price Agreement, as described herein, shall continue to apply to this ELA unless otherwise agreed in writing by Esri and County.

(See next page for signature lines)

All other terms and conditions of the ELA as amended shall remain the same. Accepted and agreed:

COUNTY OF DONNA ANA, NEW MEXICO
(County)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC.
(Esri)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**APPENDIX A
ENTERPRISE LICENSE SOFTWARE SCHEDULE**

During the extended term of the ELA from September 16, 2014 to September 15, 2017, County may Deploy the Enterprise License Software up to the total quantity of licenses indicated below. All licenses granted pursuant to this ELA are Term Licenses available for use only during the extended term of this ELA.

**Table A-1
Enterprise License Software—Unlimited Quantities**

| Product | Total Qty./Seats to Be Deployed |
|--|--|
| ArcGIS for Desktop: ArcGIS for Desktop Advanced (formerly ArcInfo), Standard (formerly ArcEditor), and Basic (formerly ArcView) (single and concurrent use) | Unlimited |
| ArcGIS for Desktop extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager (single and concurrent use) | Unlimited |
| ArcGIS for Server: ArcGIS for Server Enterprise and Workgroup (Advanced, Standard, and Basic) | Unlimited |
| ArcGIS for Server extensions: ArcGIS 3D Analyst, ArcGIS Geostatistical Analyst, ArcGIS Image Extension, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager | Unlimited |
| ArcGIS Engine: ArcGIS Engine development tools for deploying custom applications | Unlimited |
| ArcGIS Engine extensions: ArcGIS 3D Analyst, ArcGIS Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics, and ArcGIS Spatial Analyst (single and concurrent use) | Unlimited |
| ArcGIS Runtime: Standard deployment licenses for custom applications | Unlimited |
| ArcGIS Runtime extensions: ArcGIS 3D Analyst, ArcGIS Network Analyst, and ArcGIS Spatial Analyst (single use) | Unlimited |

**Table A-2
Enterprise License Software—Limited Quantities**

| Product | Rolled-In Qty. (if applicable) | Qty./Seats to Be Deployed | Total |
|--|---------------------------------------|----------------------------------|--------------|
| Esri Developer Network (EDN) Standard | n/a | 1 | 1 |

| Product | Number of Subscriptions | Named Users per Subscription | Annual Credits per Subscription |
|--|--------------------------------|-------------------------------------|--|
| ArcGIS Online Subscription, Level 2 | 1 | 50 | 10,000 |

**APPENDIX B
ELA FEE SCHEDULE**

During the extended term of the ELA from September 16, 2014 to September 15, 2017, the ELA Fee is \$255,000. The ELA Fee is in consideration of the Enterprise License Software, ELA Maintenance, training pass, and Esri International User Conference registrations.

| | Year 4 2014 | Year 5 2015 | Year 6 2016 | ELA Fee |
|-----------------|------------------------|------------------------|------------------------|------------------|
| Payments | \$85,000 | \$85,000 | \$85,000 | \$255,000 |

| | |
|--|--|
| *Training pass days per Year | 8 |
| Number of Esri International User Conference Registrations per Year | 4 |
| Number of Tier 1 Help Desk Individuals | 4 |
| Back-up media (if requested) | 1 set |
| Support Incidents for EDN, per Year | One (1) ten-pack |
| Extended Term of ELA | Three (3) years from September 16, 2014 |

*Client site training and instructor led training courses are subject to Esri's Training Terms and Conditions (E207) found attached hereto. The ELA Fee includes 8 training days per year. Training days can be applied to client site training, instructor led training (either at an Esri facility or online classroom) and Virtual Campus Annual User Licenses for Esri's self-led web courses. Unused training days remaining during any ELA Year shall roll over into the next ELA Year.



TRAINING TERMS AND CONDITIONS

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Training Agreement ("Agreement") adds additional terms and conditions to Esri contract 2011ELA6221 with respect to training. County of Donna Ana (hereinafter "Client") and Environmental Systems Research Institute, Inc. ("Esri").

RECITALS

County of Donna Ana (hereinafter "Client") wishes to arrange for certain training in the use of GIS software. Environmental Systems Research Institute, Inc. ("Esri") is willing to conduct training courses and provide related services regarding the use of GIS software pursuant to the terms and conditions contained herein. The parties therefore agree as follows:

ARTICLE 1—TRAINING DESCRIPTION

Esri offers a set of instructor-led training and client coaching services related to the use of its proprietary GIS software. Instructor-led training events occur at a client's site, at an Esri Learning Center, or via the web in a cloud environment. The Esri software training courses offered, their location, the dates during which the courses are to be conducted, the number of participants, the prices to be paid, and registration requirements are set forth in the *Esri Training* catalog located on Esri's Training website (<http://training.esri.com>). All courses are conducted in substantial conformity with course descriptions outlined on the Esri Training website. Esri reserves the right to modify course content when necessary due to software technical capabilities or limitations. Client coaching services may be provided immediately before or immediately following an Esri training course to familiarize the Student with the software or to review and practice course concepts with an instructor's guidance.

ARTICLE 2—ESRI'S RESPONSIBILITIES

- Esri will provide an instructor qualified to conduct the course(s) as well as all necessary training materials sufficient for the number of registered participants (hereinafter "Student(s)") on the scheduled dates. Esri will provide each Student with a course manual, where applicable.
- Esri will confirm Learning Center training event scheduled dates approximately ten (10) business days prior to the training event start date.
- Esri will confirm Client Site scheduled dates upon receipt of the completed Client Site Training Request Form and intended payment method.

ARTICLE 3—CLIENT'S RESPONSIBILITIES

- Client must ensure the protection of Esri's copyrights. Client shall neither copy or distribute nor permit a third party to copy or distribute any of Esri's training material(s).
- Client is not authorized to resell seat(s) to an Esri training event, unless explicitly authorized in writing by Esri.
- Client must ensure that all Students have received confirmation from Esri to participate in an Esri training event. Unregistered Students are not permitted to view or participate in an Online Classroom training event. Esri reserves the right to disconnect any Students who permit access to unregistered Students.
- Client must confirm that all registered Students meet the minimum prerequisites for the applicable training event set forth on Esri's Training website.
- Client must submit registrations with a confirmed payment commitment at least seven (7) business days before the training event start date. If Client submits a registration without a confirmed payment, Esri will not confirm the seat reservation. The reservation will be added to the waiting list pending payment confirmation and subject to availability.
- US government export control laws and regulations prohibit US persons from engaging in transactions with certain denied persons found on various US Government Denied Persons lists (e.g., US Department of the Treasury's Specially Designated Nationals List, US Commerce Department's Denied Persons/Entity List, etc.). To meet these export requirements, Client must submit to the Esri Training Event Assistant a list of the names of Students that are to attend any training event. Client must submit the list of Student names to Esri at least three (3) business days before the training event start date. Any Student that is found on any of the various US Government Denied Persons lists will not be permitted to attend training.

- Client is responsible for all Student travel arrangements. Esri assumes no responsibility for losses from nonrefundable travel arrangements resulting from denial of a Student's participation due to US government export regulation requirements, course scheduling changes, or cancellations.
- Client must provide written notice to Esri's Customer Service department at service@esri.com of any cancellation, rescheduling, or Student substitution requirements and receive confirmation of these change(s) prior to the training event start date.
- Client must complete and submit an Esri Client Site Training Request Form as well as ensure that it adheres to the course, facility, equipment, and Internet bandwidth and connectivity requirements for Esri Training as found at <http://training.esri.com/gateway/index.cfm?fa=classroom.requirements>.
- Students may not use audio and/or video recording equipment within the classroom without prior written approval from Esri. Esri reserves the right to record a classroom training event for future rebroadcast.
- If the Esri Mobile Lab equipment is utilized at Client's domestic site, then the following terms will apply:
 - Upon receipt, Client must immediately report any damage to the Mobile Lab equipment to the Training Event Assistant.
 - Client must keep the Mobile Lab equipment in a secure, locked area between training event sessions.
 - Client must ensure that only registered Students use the Mobile Lab equipment.
 - Client is responsible for any and all loss of, damage to, or theft of the Mobile Lab equipment while in Client's possession.
 - Client warrants that it maintains sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by law.
 - The Esri instructor will check all Mobile Lab equipment following the completion of training. Any damage to the Mobile Lab equipment due to Student use, excluding normal wear and tear, will be brought to the attention of Client by written notice. Client hereby agrees to be financially responsible for any repair or replacement of equipment resulting from such damage.
 - Client shall make the Mobile Lab equipment available for freight pickup immediately on conclusion of the Esri course(s).

ARTICLE 4—INSURANCE AND INDEMNIFICATION

4.1 Insurance. Esri carries, at a minimum, the following coverage:

- a. Comprehensive general liability or commercial general liability with minimum coverage of one million dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, including death, and property damage liability, to include the following:
 1. Premises and operations
 2. Blanket contractual liability
 3. Broad form property damage
 4. Independent contractors
 5. Personal injury, with employee exclusion deleted
 6. Completed operations
- b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

ARTICLE 5—UNIQUE CLIENT COACHING PRIVACY TERMS

In the event Client coaching services are to be ordered, the following terms shall apply:

Client shall not provide to Esri or disclose to the instructor any personally identified information ("PII") (e.g., GLBA, HIPAA, CII from the US Department of Homeland Security), classified, and so forth, data for use in the coaching session. Notwithstanding anything in this Agreement to the contrary, Esri retains the right to refuse acceptance of any nonpublic personal information ("NPI") or Customer Information regardless of the form of disclosure. Esri will only accept receipt of information from Client that comports with the exceptions set forth in Subsections 4(B) and 4(C)(ii) of Section 509 of the Gramm-Leach-Bliley Act (P.L. 106-102) (15 U.S.C. Section 6809) and implementing regulations thereof.

ARTICLE 6—SOFTWARE LICENSES

The terms of the Esri license agreement are applicable to all Students and cover all of Esri's software, data, and documentation licensed for use in any training course to be conducted. Esri may issue temporary software licenses for Client Site Training where there are an insufficient number of software licenses available at the Client's training facility. Upon conclusion of the training course or event, the Client must uninstall the temporary software licenses and return to Esri any media provided.

ARTICLE 7—CANCELLATION AND RESCHEDULING POLICY

7.1 Individual Student Seats

- When a Student's place in a training event is filled by another person from the same organization, a Student substitution is allowed at no cost provided Esri's Customer Service department is notified three (3) business days in advance of the training event start date. Should a Student substitution occur without three (3) business days' notification, a transfer fee may be assessed.
- A Student may transfer from one (1) scheduled Esri Learning Center training event to another one (1) time at no additional charge provided Esri's Customer Service department is notified three (3) business days in advance of the training event start date. Subsequent transfers or transfers that occur without three (3) business days' notification may incur a transfer fee.
- Students may cancel their enrollment in a training event provided Esri's Customer Service department is notified three (3) business days in advance. If three (3) business days' notification is not provided, Students may be charged the full class fee.

7.2 Client Site/Private Class/Coaching Services (Training Event)

- When a Student's place in a training event is filled by another person from the same organization, a Student substitution is allowed at no cost provided Esri's Customer Service department is notified three (3) business days in advance of the training event start date. Should a Student substitution occur without notification three (3) business days in advance, a transfer fee may be assessed.
- A training event may be rescheduled by the client, provided Esri's Customer Service department is notified three (3) business days in advance of the training event start date. If appropriate notice of reschedule is provided, Client is responsible for Esri's reasonable travel expenses and shipping costs incurred.
- A training event may be canceled by the client provided Esri's Customer Service department is notified three (3) business days in advance of the training event start date. If appropriate notice of cancellation is provided, Client is responsible for any reasonable travel expenses and shipping costs. If a training event is canceled without appropriate notice, client is responsible for the full training event fee.

7.3 If cancellation of a training event is necessary due to Force Majeure as described in Article 11 below, the affected party is released in full from the three (3)-business day notification. The affected party will either reschedule the training or cancel the order without that affected party incurring any liability.

7.4 If Esri is unable to conduct the training on the scheduled date, Esri will notify Client at least three (3) business days before the scheduled date.

ARTICLE 8—RESERVED

ARTICLE 9—CONFIDENTIAL INFORMATION

Except as provided in Article 5, Unique Client Coaching Privacy Terms, Esri or Client may disclose to the other party certain confidential information under this Agreement. The disclosing party shall identify the information as confidential information at the time of disclosure. Each party shall use the confidential information described above only for exchanging information needed to provide the training contemplated by this Agreement. Within fourteen (14) days of completion of the training, each party shall return or destroy and provide written notification of destruction of the other party's confidential information.

ARTICLE 10—RESERVATION OF OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this Agreement, Esri and/or its licensors own and retain all right, title, and interest in software, data, documentation, and training materials.

ARTICLE 11—FORCE MAJEURE

If the performance of any obligation under this Agreement is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war, threat of or actual terrorist act, cyberattack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention, interference, or restriction.

ARTICLE 12—WARRANTY

Esri will provide training in a manner consistent with the technical and professional standards of the industry.

12.1 Disclaimer of Warranties. WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN THIS ARTICLE, ESRI DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, AND NONINFRINGEMENT, AS WELL AS ANY WARRANTIES THAT THE DELIVERABLES ARE ERROR FREE.

ARTICLE 13—LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

EXCEPT FOR INDEMNITY ASSOCIATED WITH CLIENT SITE TRAINING, IN NO EVENT SHALL ESRI BE LIABLE TO CLIENT FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR TRAINING; LOST PROFITS; LOST SALES; BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY THE CLIENT FOR THE PORTION OF THE TRAINING UNDER THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 14—EXPORT CONTROL REGULATIONS

Esri technology is subject to US export control laws and regulations. Esri software, data, documentation, training materials, and any underlying information or technology may not be exported, reexported, or transferred in whole or in part to (i) any US embargoed or sanctioned country (including to a national or resident of a US embargoed or sanctioned country, currently including Cuba, Iran, North Korea, Sudan, and Syria); (ii) any person on the US Department of the Treasury's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity where such export or reexport violates any US export control law or regulation.

ARTICLE 15—RESERVED

ARTICLE 16—UCC INAPPLICABILITY

Training provided under this Agreement will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of the UCC.

ARTICLE 17—RESERVED

ARTICLE 18—ENTIRE AGREEMENT

This Agreement constitutes the sole and entire agreement of the parties as to training set forth herein and supersedes any previous agreements, understandings, and arrangements (including any attached purchase order terms and conditions) between the parties relating to such subject matter. Client hereby acknowledges and represents that he/she has read and understands this Agreement and has the authority to bind his/her organization to these terms and conditions.

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS
Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Facilities/Parks
Initiating Department

Armando Cordero Manager
Contact Person

September 9, 2014
Meeting Date

6
Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED

**APPROVE TASK ORDER TO LC STRUCTURAL & THE GORDIAN GROUP FOR
PLACITAS COMMUNITY CENTER RENOVATIONS & CONSTRUCTION IN THE ESTIMATED
AMOUNT OF \$ 79,592.06 AND DELEGATE SIGNATURE AUTHORITY TO THE COUNTY
MANAGER FOR ALL RELATED DOCUMENTS.**

SUMMARY OF ITEM TO BE CONSIDERED

INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Approve task order to LC Structural Inc. & The Gordian Group for renovations and construction to the Placitas Community Center in the estimate amount of \$79,592.06. Doña Ana County will utilize an NMSU contract for services. Additionally, we are requesting authorization for the County Manager to have signature authority over the related contract documents, amendments and change orders.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Summary of Costs
Contractor's Price Proposal Summary & Detail

SUMMARY OF FINANCIAL IMPACT

\$ 41,133.60 in 23111-70721-74130-900
\$15,295.00 in 23111-70720-73300-700
\$ 35,000.00 in 23111-25166-74130-900
TOTAL: \$91,428.60 has been budgeted accordingly

ADMINISTRATIVE REVIEW AND APPROVAL

MC Finance

_____ Legal

_____ County Manager/
Agenda Review

_____ Purchasing

_____ Human Resources

[Signature] Assistant County Manager

_____ Planning

_____ Other

DOCUMENT CONTROL

Original/s for signature? ___ Yes No For Recording? ___ Yes No

Return original/s to: _____ Name _____ Dept.

Send copy of recorded original/s (resolution and ordinances only) to: _____ Name _____ Dept.

Deadline for return of document/s? Yes, return by: _____ or ___ No



DOÑA ANA COUNTY

FACILITIES & PARKS DEPARTMENT

EXECUTIVE SUMMARY

9/9/2014 Board of County Commission Meeting

Job Order Contract
NMSU Piggyback Contract
DAC Contract#14-035

Background: Facilities & Parks Department has been working on obtaining funds to complete the Placitas Community Center renovations. During the 2013 Legislative Session, Doña Ana County was allocated \$112,795.00 for this project.

The project includes construction of a new commercial kitchen at the Placitas Community. The county has purchase the majority of the commercial equipment. The scope of work with the current funding includes retrofitting all the electrical, plumbing, air conditioning, miscellaneous construction items, and purchasing other equipment.

The project proposal is for a total of **\$79,592. 06** to be funded from Capital Outlay project #13-L-1696:

| | |
|---------------------------|--|
| \$71,299.09 | plus NMGR at 6.375% = \$75,844.41 – LC Structural LLC |
| <u>\$ 3,564.95</u> | plus NMGR at 5.125% = \$ 3,747.65 – The Gordian Group |
| <u>\$79,592.06</u> | Total Project Cost |

| | |
|----------------------------|--|
| \$112,795.00 | Total amount awarded for project |
| <u>\$ 21,366.40</u> | Total expenditure amount in FY14 (A&E, Const. & Equipment) |
| \$ 91,428.60 | Balance |
| <u>\$ 79,592.06</u> | Requested renovations for FY15 |
| \$ 11,836.54 | Balance (To be applied towards anticipated change orders and/or additional contingencies) |

Action Requested: Facilities & Parks staff requests approval to use New Mexico State Job Order Contract with LC Structural, Inc. Section 13-1-129 NMSA 1978 allows procurement under existing contracts.

Also being requested is approval to delegate signature authority to the County Manager to sign all associated documents.



JOC

NMSU Piggyback Contract

Doña Ana County Contract#: 14-035

Summary Of Costs

| | | |
|---------------------|---|-------------------------------------|
| JOC Project Name: | Placitas Community Center Renovation - Construction | |
| JOC Project Number: | 14-DAC-0007.01 | |
| Amount of Proposal: | \$71,299.09 | |
| Gross Receipts Tax: | \$4,545.32 | Tax Rate is 6.3750% |
| Job Order Total: | \$75,844.41 | Purchase Order Amount to Contractor |
| Licensing: | \$3,564.95 | |
| Gross Receipts Tax: | \$182.70 | Tax Rate is 5.125% |
| Licensing Total: | \$3,747.65 | Purchase Order Amount to Consultant |
| Total Commitment: | \$79,592.06 | |

Contractor:
LC Structural, Inc.
720 East Chestnut Ave
Las Cruces, NM 88001
(575) 526-1916 Office

Consultant:
The Gordian Group
140 Bridges Road, Suite E
Mauldin SC, 29662
505-280-4388 office

Job Order Contract
Contractor's Price Proposal Summary- CSI

Work Order #: 14-DAC-0007.01
Title: Placitas Community Center Renovation - Construction
Contractor: LC Structural, Inc.
Proposal Value: \$71,299.09
Proposal Name: Placitas Kitchen Remodel Proposal

To: Armando Cordero
F & P Manager
Doña Ana County
845 N. Motel Blvd.
Las Cruces, NM 88007

From: Michael Gomez
Estimator
LC Structural, Inc.
720 East Chestnut
Las Cruces, NM 88001

| | |
|--|--------------------|
| 01 - General Requirements: | \$2,061.65 |
| 02 - Site Work: | \$2,329.09 |
| 03 - Concrete: | \$676.79 |
| 05 - Metals: | \$3,085.18 |
| 06 - Wood and Plastic: | \$1,043.15 |
| 07 - Thermal & Moisture Protection: | \$915.44 |
| 08 - Doors and Windows: | \$4,805.54 |
| 09 - Finishes: | \$11,005.84 |
| 11 - Equipment: | \$11,075.03 |
| 13 - Special Construction: | \$3,362.01 |
| 15 - Mechanical: | \$19,878.66 |
| 16 - Electrical: | \$11,060.71 |
| Work Order Proposal Total | \$71,299.09 |

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

Michael Gomez, Estimator

Date

Job Order Contract
Contractor's Price Proposal Detail- CSI

Work Order #: 14-DAC-0007.01
Title: Placitas Community Center Renovation - Construction
Contractor: LC Structural, Inc.
Proposal Value: \$71,299.09
Proposal Name: Placitas Kitchen Remodel Proposal

| CSI Number | Mod. | UOM | Description | Line Total | | | | | | | | | | | | | | | | |
|---|------------|---------|--|------------|--------|----------|------------|------------|--|--------|--|-------|--------------|--------|---|----------|---|--------|---|------------|
| 01 - General Requirements | | | | | | | | | | | | | | | | | | | | |
| 1 | 01352-0006 | HR | CarpenterTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC. | \$1,070.18 | | | | | | | | | | | | | | | | |
| <table><tr><td></td><td>Quantity</td><td></td><td>Unit Price</td><td></td><td>Factor</td><td></td><td>Total</td></tr><tr><td>Installation</td><td>24.00</td><td>x</td><td>\$35.46</td><td>x</td><td>1.2575</td><td>=</td><td>\$1,070.18</td></tr></table> | | | | | | Quantity | | Unit Price | | Factor | | Total | Installation | 24.00 | x | \$35.46 | x | 1.2575 | = | \$1,070.18 |
| | Quantity | | Unit Price | | Factor | | Total | | | | | | | | | | | | | |
| Installation | 24.00 | x | \$35.46 | x | 1.2575 | = | \$1,070.18 | | | | | | | | | | | | | |
| two men 12 hours each to cut, shape and resurface adobe walls that are to be cut for new door ways | | | | | | | | | | | | | | | | | | | | |
| 2 | 01352-0050 | HR | Flagperson For Traffic Control | \$133.40 | | | | | | | | | | | | | | | | |
| <table><tr><td></td><td>Quantity</td><td></td><td>Unit Price</td><td></td><td>Factor</td><td></td><td>Total</td></tr><tr><td>Installation</td><td>4.00</td><td>x</td><td>\$26.52</td><td>x</td><td>1.2575</td><td>=</td><td>\$133.40</td></tr></table> | | | | | | Quantity | | Unit Price | | Factor | | Total | Installation | 4.00 | x | \$26.52 | x | 1.2575 | = | \$133.40 |
| | Quantity | | Unit Price | | Factor | | Total | | | | | | | | | | | | | |
| Installation | 4.00 | x | \$26.52 | x | 1.2575 | = | \$133.40 | | | | | | | | | | | | | |
| traffic control while crane lifts roof top units | | | | | | | | | | | | | | | | | | | | |
| 3 | 01510-0014 | EA | 30 CY Dumpster (4 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material. | \$440.10 | | | | | | | | | | | | | | | | |
| <table><tr><td></td><td>Quantity</td><td></td><td>Unit Price</td><td></td><td>Factor</td><td></td><td>Total</td></tr><tr><td>Installation</td><td>1.00</td><td>x</td><td>\$349.98</td><td>x</td><td>1.2575</td><td>=</td><td>\$440.10</td></tr></table> | | | | | | Quantity | | Unit Price | | Factor | | Total | Installation | 1.00 | x | \$349.98 | x | 1.2575 | = | \$440.10 |
| | Quantity | | Unit Price | | Factor | | Total | | | | | | | | | | | | | |
| Installation | 1.00 | x | \$349.98 | x | 1.2575 | = | \$440.10 | | | | | | | | | | | | | |
| 4 | 01590-0958 | EA | Less Than 20 Ton Lift Move On/Off Cost, Truck Mounted Crane | \$334.37 | | | | | | | | | | | | | | | | |
| <table><tr><td></td><td>Quantity</td><td></td><td>Unit Price</td><td></td><td>Factor</td><td></td><td>Total</td></tr><tr><td>Installation</td><td>1.00</td><td>x</td><td>\$265.90</td><td>x</td><td>1.2575</td><td>=</td><td>\$334.37</td></tr></table> | | | | | | Quantity | | Unit Price | | Factor | | Total | Installation | 1.00 | x | \$265.90 | x | 1.2575 | = | \$334.37 |
| | Quantity | | Unit Price | | Factor | | Total | | | | | | | | | | | | | |
| Installation | 1.00 | x | \$265.90 | x | 1.2575 | = | \$334.37 | | | | | | | | | | | | | |
| mobe and demobe crane for lifting roof top units | | | | | | | | | | | | | | | | | | | | |
| 5 | 01590-0958 | 0040 EA | For > 30 To 60 Miles Radius, Add | \$83.60 | | | | | | | | | | | | | | | | |
| <table><tr><td></td><td>Quantity</td><td></td><td>Unit Price</td><td></td><td>Factor</td><td></td><td>Total</td></tr><tr><td>Installation</td><td>1.00</td><td>x</td><td>\$66.48</td><td>x</td><td>1.2575</td><td>=</td><td>\$83.60</td></tr></table> | | | | | | Quantity | | Unit Price | | Factor | | Total | Installation | 1.00 | x | \$66.48 | x | 1.2575 | = | \$83.60 |
| | Quantity | | Unit Price | | Factor | | Total | | | | | | | | | | | | | |
| Installation | 1.00 | x | \$66.48 | x | 1.2575 | = | \$83.60 | | | | | | | | | | | | | |
| Subtotal for 01 - General Requirements: | | | | \$2,061.65 | | | | | | | | | | | | | | | | |
| 02 - Site Work | | | | | | | | | | | | | | | | | | | | |
| 6 | 02112-0038 | SF | > 3" To 6" By Hand, Break-up And Remove Concrete Paving | \$63.88 | | | | | | | | | | | | | | | | |
| <table><tr><td></td><td>Quantity</td><td></td><td>Unit Price</td><td></td><td>Factor</td><td></td><td>Total</td></tr><tr><td>Installation</td><td>20.00</td><td>x</td><td>\$2.54</td><td>x</td><td>1.2575</td><td>=</td><td>\$63.88</td></tr></table> | | | | | | Quantity | | Unit Price | | Factor | | Total | Installation | 20.00 | x | \$2.54 | x | 1.2575 | = | \$63.88 |
| | Quantity | | Unit Price | | Factor | | Total | | | | | | | | | | | | | |
| Installation | 20.00 | x | \$2.54 | x | 1.2575 | = | \$63.88 | | | | | | | | | | | | | |
| 7 | 02112-0076 | SF | Demo Drywall Ceiling | \$200.57 | | | | | | | | | | | | | | | | |
| <table><tr><td></td><td>Quantity</td><td></td><td>Unit Price</td><td></td><td>Factor</td><td></td><td>Total</td></tr><tr><td>Installation</td><td>550.00</td><td>x</td><td>\$0.29</td><td>x</td><td>1.2575</td><td>=</td><td>\$200.57</td></tr></table> | | | | | | Quantity | | Unit Price | | Factor | | Total | Installation | 550.00 | x | \$0.29 | x | 1.2575 | = | \$200.57 |
| | Quantity | | Unit Price | | Factor | | Total | | | | | | | | | | | | | |
| Installation | 550.00 | x | \$0.29 | x | 1.2575 | = | \$200.57 | | | | | | | | | | | | | |
| kitchen ceiling | | | | | | | | | | | | | | | | | | | | |
| 8 | 02112-0152 | SF | Demo Wood Or Metal Framed Interior Partition/Wall With Drywall 1 Side | \$989.58 | | | | | | | | | | | | | | | | |
| <table><tr><td></td><td>Quantity</td><td></td><td>Unit Price</td><td></td><td>Factor</td><td></td><td>Total</td></tr><tr><td>Installation</td><td>803.00</td><td>x</td><td>\$0.98</td><td>x</td><td>1.2575</td><td>=</td><td>\$989.58</td></tr></table> | | | | | | Quantity | | Unit Price | | Factor | | Total | Installation | 803.00 | x | \$0.98 | x | 1.2575 | = | \$989.58 |
| | Quantity | | Unit Price | | Factor | | Total | | | | | | | | | | | | | |
| Installation | 803.00 | x | \$0.98 | x | 1.2575 | = | \$989.58 | | | | | | | | | | | | | |
| kitchen frp panel and frame | | | | | | | | | | | | | | | | | | | | |

6.5

Contractor's Price Proposal Detail- CSI Continued..

Work Order #: 14-DAC-0007.01
 Title: Placitas Community Center Renovation - Construction

| CSI Number | Mod. | UOM | Description | Line Total |
|-------------------------------------|------------|--------------|---|-------------------|
| 02 - Site Work | | | | |
| 9 | 02112-0153 | SF | Demo Wood Or Metal Framed Interior Partition/Wall With Drywall 2 Sides | \$157.69 |
| | | Installation | Quantity 110.00 x Unit Price \$1.14 x Factor 1.2575 = Total \$157.69 kitchen wall existng | |
| 10 | 02112-0175 | EA | Saw Cut Minimum ChargeFor projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section. | \$465.65 |
| | | Installation | Quantity 1.00 x Unit Price \$370.30 x Factor 1.2575 = Total \$465.65 | |
| 11 | 02464-0131 | EA | 2" Plug Cleanout, ABS-PVC Sewer And Drain | \$78.03 |
| | | Installation | Quantity 5.00 x Unit Price \$12.41 x Factor 1.2575 = Total \$78.03 | |
| 12 | 02556-0003 | EA | 1/2" Threaded, Class 150, Bronze Angle Valve | \$373.69 |
| | | Installation | Quantity 7.00 x Unit Price \$35.87 x Factor 1.2575 = Total \$315.75 | |
| | | Demolition | Quantity 6.00 x Unit Price \$7.68 x Factor 1.2575 = Total \$57.95 | |
| Subtotal for 02 - Site Work: | | | | \$2,329.09 |
| 03 - Concrete | | | | |
| 13 | 03540-0002 | SF | 1/8" Thick Self Leveling Cementitious Underlayment For Floors Including Surface Preparation | \$676.79 |
| | | Installation | Quantity 460.00 x Unit Price \$1.17 x Factor 1.2575 = Total \$676.79 | |
| Subtotal for 03 - Concrete: | | | | \$676.79 |
| 05 - Metals | | | | |
| 14 | 05410-0009 | LF | 1-1/4" x 1-1/4" x 1/8" Angle Iron | \$146.37 |
| | | Installation | Quantity 40.00 x Unit Price \$2.91 x Factor 1.2575 = Total \$146.37 angle iron to build stands for evap and heater | |
| 15 | 05410-0072 | LF | C3 x 4.1 - 3" Wide (Channels) | \$139.58 |
| | | Installation | Quantity 20.00 x Unit Price \$5.55 x Factor 1.2575 = Total \$139.58 support channel for hood | |
| 16 | 05410-0072 | 0032 LF | For 316 Stainless Steel, Add | \$131.28 |
| | | Installation | Quantity 20.00 x Unit Price \$5.22 x Factor 1.2575 = Total \$131.28 | |
| 17 | 05501-0290 | EA | 3/8" Chemical Adhesive For Bolt, Dowel Or Threaded Rod | \$29.83 |
| | | Installation | Quantity 4.00 x Unit Price \$5.93 x Factor 1.2575 = Total \$29.83 hood | |

6.6

Contractor's Price Proposal Detail- CSI Continued..

Work Order #: 14-DAC-0007.01

Title: Placitas Community Center Renovation - Construction

| CSI Number | Mod. | UOM | Description | Line Total |
|----------------------------------|------------|--|--|-------------------|
| 05 - Metals | | | | |
| 18 | 05505-0004 | LF | 3/8" Diameter, Plain Finish Steel, Low Carbon Threaded Rod | \$41.85 |
| | | Installation | Quantity 16.00 x Unit Price \$2.08 x Factor 1.2575 = Total \$41.85 | |
| | | hood | | |
| 19 | 05507-0005 | EA | 3/8" Diameter, Zinc Plated Steel, Low Carbon/Grade 2 Hex Nut | \$2.72 |
| | | Installation | Quantity 8.00 x Unit Price \$0.27 x Factor 1.2575 = Total \$2.72 | |
| | | hood | | |
| 20 | 05507-0104 | EA | 3/8" Inside Diameter, Zinc Plated Steel, Low Carbon Flat Washer | \$0.80 |
| | | Installation | Quantity 8.00 x Unit Price \$0.08 x Factor 1.2575 = Total \$0.80 | |
| | | hood | | |
| 21 | 05720-0007 | LF | Black Wrought Iron Ornamental Handrail Vertical Square Bars At 6", Shaped Top Rail | \$676.94 |
| | | Installation | Quantity 8.00 x Unit Price \$67.29 x Factor 1.2575 = Total \$676.94 | |
| | | fall protection at roof edge | | |
| 22 | 05730-0002 | SF | Stainless Steel Drip Pan | \$43.70 |
| | | Installation | Quantity 1.00 x Unit Price \$34.75 x Factor 1.2575 = Total \$43.70 | |
| | | hood | | |
| 23 | 05735-0015 | SF | 0.0312" Thick (22 Gauge) 304 Brushed Stainless Steel Sheet, Installed On Walls | \$2,001.00 |
| | | Installation | Quantity 125.00 x Unit Price \$12.73 x Factor 1.2575 = Total \$2,001.00 | |
| | | wall covering at range and hood | | |
| 24 | 05735-0015 | 0160 SF | For > 16 to 200 SF, Deduct | -\$128.89 |
| | | Installation | Quantity 125.00 x Unit Price \$-0.82 x Factor 1.2575 = Total \$-128.89 | |
| Subtotal for 05 - Metals: | | | | \$3,085.18 |
| 06 - Wood and Plastic | | | | |
| 25 | 06110-0059 | LF | 2" x 6" Wood Stud Framing, For Partition Walls | \$64.76 |
| | | Installation | Quantity 50.00 x Unit Price \$1.03 x Factor 1.2575 = Total \$64.76 | |
| | | framing at door on adobe walls | | |
| 26 | 06160-0041 | SF | 1/2" Thick Structural Oriented Strand Board On Walls | \$57.22 |
| | | Installation | Quantity 50.00 x Unit Price \$0.91 x Factor 1.2575 = Total \$57.22 | |
| | | infill at old opening and cut up in kitchen for hood | | |

Contractor's Price Proposal Detail- CSI Continued..

Work Order #: 14-DAC-0007.01

Title: Placitas Community Center Renovation - Construction

| CSI Number | Mod. | UOM | Description | Line Total |
|---|------------|--------------|--|-------------------|
| 06 - Wood and Plastic | | | | |
| 27 | 06415-0011 | SF | 1/2" Solid Polyester (Corian) CountertopQuantity based on area of counter, backsplash and apron. Includes drilling holes for fixtures and 1-1/2" drop edge with 1/8" radius edges (when apron not used). | \$425.69 |
| | | Installation | Quantity 13.00 x Unit Price \$26.04 x Factor 1.2575 = | Total \$425.69 |
| | | | pass through | |
| 28 | 06415-0011 | 0078 SF | For Each LF Of Ogee Or Full Round Edge, Add | \$196.17 |
| | | Installation | Quantity 13.00 x Unit Price \$12.00 x Factor 1.2575 = | Total \$196.17 |
| 29 | 06420-0003 | SF | 1/4" Tempered Hardboard Panels | \$67.30 |
| | | Installation | Quantity 24.00 x Unit Price \$2.23 x Factor 1.2575 = | Total \$67.30 |
| | | | panel match at existing opening | |
| 30 | 06630-0002 | SF | Fiberglass Reinforced Polyester (FRP) Paneling Including Adhesive And Trim | \$232.01 |
| | | Installation | Quantity 75.00 x Unit Price \$2.46 x Factor 1.2575 = | Total \$232.01 |
| | | | panel behind wet area in kitchen | |
| Subtotal for 06 - Wood and Plastic: | | | | \$1,043.15 |
| 07 - Thermal & Moisture Protection | | | | |
| 31 | 07501-0002 | EA | Labor Crew Up-Charge For 1 SQ Or Less, Add To Line Item | \$558.57 |
| | | Installation | Quantity 1.00 x Unit Price \$444.19 x Factor 1.2575 = | Total \$558.57 |
| | | | roof repair | |
| 32 | 07510-0091 | SQ | POWERply Modified Heavy Duty Base Sheet, Hot Applied BUR ComponentA smooth surfaced, non woven fiberglass/scrim fiberglass bilaminate reinforced modified bitumen membrane. 120 mil. | \$84.89 |
| | | Installation | Quantity 0.50 x Unit Price \$135.02 x Factor 1.2575 = | Total \$84.89 |
| | | | material for roof repair | |
| 33 | 07533-0041 | EA | Up To 3" Pipe Diameter, Prefabricated TPO Pipe Cone/BootIncludes attaching the boot to the membrane, caulking around the pipe and installing a draw band. | \$136.92 |
| | | Installation | Quantity 4.00 x Unit Price \$27.22 x Factor 1.2575 = | Total \$136.92 |
| | | | boots for pipe penetrations | |
| 34 | 07620-0050 | SF | 26 Gauge, Galvanized Steel Flashing | \$135.06 |
| | | Installation | Quantity 15.00 x Unit Price \$7.16 x Factor 1.2575 = | Total \$135.06 |
| | | | flashing for roof repair at penetrations | |
| Subtotal for 07 - Thermal & Moisture Protection: | | | | \$915.44 |
| 08 - Doors and Windows | | | | |

6.8

Contractor's Price Proposal Detail- CSI Continued..

Work Order #: 14-DAC-0007.01

Title: Placitas Community Center Renovation - Construction

| CSI Number | Mod. | UOM | Description | Line Total |
|--------------------------------------|--------------------|----------|--|------------|
| 08 - Doors and Windows | | | | |
| 35 | 08110-0037 | EA | 3' x 6'-8" Through 7'-2" x 5-3/4" Deep Metal Door Frame, 16 Gauge | \$1,173.35 |
| | | Quantity | Unit Price | Factor |
| | Installation | 4.00 x | \$197.18 x | 1.2575 = |
| | Demolition | 4.00 x | \$36.09 x | 1.2575 = |
| | new door frames | | | \$991.82 |
| 36 | 08110-0037 | 0073 EA | For Welded Frames, Add | \$113.18 |
| | | Quantity | Unit Price | Factor |
| | Installation | 2.00 x | \$45.00 x | 1.2575 = |
| | | | | \$113.18 |
| 37 | 08110-0037 | 0078 EA | For 3/4 Hour Rating, Add | \$77.21 |
| | | Quantity | Unit Price | Factor |
| | Installation | 2.00 x | \$30.70 x | 1.2575 = |
| | | | | \$77.21 |
| 38 | 08110-0123 | EA | 3' x 7' x 1-3/4" 20 Gauge Metal Door (Unrated) | \$843.88 |
| | | Quantity | Unit Price | Factor |
| | Installation | 2.00 x | \$313.88 x | 1.2575 = |
| | Demolition | 2.00 x | \$21.66 x | 1.2575 = |
| | new exterior doors | | | \$789.41 |
| 39 | 08210-0156 | EA | 3' x 7' x 1-3/4" Solid Core, Birch Faced Door | \$689.03 |
| | | Quantity | Unit Price | Factor |
| | Installation | 2.00 x | \$252.31 x | 1.2575 = |
| | Demolition | 2.00 x | \$21.66 x | 1.2575 = |
| | new interior doors | | | \$54.47 |
| 40 | 08210-0156 | 0141 EA | For Commercial Grade 20 Minute Fire Rated Door, Add | \$63.08 |
| | | Quantity | Unit Price | Factor |
| | Installation | 2.00 x | \$25.08 x | 1.2575 = |
| | | | | \$63.08 |
| 41 | 08710-0027 | PR | 4-1/2" x 4-1/2" Heavy Duty, Full Mortise, Plain Bearing, Brass/Bronze, Satin Chrome Finish Hinge | \$532.38 |
| | | Quantity | Unit Price | Factor |
| | Installation | 6.00 x | \$70.56 x | 1.2575 = |
| | | | | \$532.38 |
| 42 | 08710-2181 | EA | Entrance/Office F41 Pre-Assembled LocksetLocked with key outside and push button inside. | \$1,313.43 |
| | | Quantity | Unit Price | Factor |
| | Installation | 4.00 x | \$261.12 x | 1.2575 = |
| | interior doors | | | \$1,313.43 |
| Subtotal for 08 - Doors and Windows: | | | | \$4,805.54 |
| 09 - Finishes | | | | |
| 43 | 09110-0003 | SF | 2-1/2" Metal Stud Channel, 16" On Center, 25 Gauge Cold Roll, With Tracks And Runners | \$1,607.09 |
| | | Quantity | Unit Price | Factor |
| | Installation | 900.00 x | \$1.42 x | 1.2575 = |
| | furr out new walls | | | \$1,607.09 |

Contractor's Price Proposal Detail- CSI Continued..

Work Order #: 14-DAC-0007.01

Title: Placitas Community Center Renovation - Construction

| CSI Number | Mod. | UOM | Description | Line Total |
|----------------------|------------|--------------|--|------------|
| 09 - Finishes | | | | |
| 44 | 09250-0017 | SF | 5/8" Type C Fire Rated Gypsum Board | \$1,340.18 |
| | | Installation | Quantity 1,225.00 x Unit Price \$0.87 x Factor 1.2575 = Total \$1,340.18 | |
| 45 | 09250-0017 | 0057 SF | For Horizontal Installation Up To 10' High, Add | \$110.66 |
| | | Installation | Quantity 550.00 x Unit Price \$0.16 x Factor 1.2575 = Total \$110.66 | |
| 46 | 09250-0025 | SF | 5/8" Moisture Resistant Gypsum Board | \$97.14 |
| | | Installation | Quantity 75.00 x Unit Price \$1.03 x Factor 1.2575 = Total \$97.14 | |
| 47 | 09250-0025 | 0060 SF | For Up To 128, Add | \$32.07 |
| | | Installation | Quantity 75.00 x Unit Price \$0.34 x Factor 1.2575 = Total \$32.07 | |
| 48 | 09250-0058 | SF | Tape, Spackle And Finish Gypsum Board Walls Up To 10' High | \$281.68 |
| | | Installation | Quantity 800.00 x Unit Price \$0.28 x Factor 1.2575 = Total \$281.68 | |
| 49 | 09250-0061 | SF | Tape, Spackle And Finish Gypsum Board Ceilings Up To 10' High | \$220.06 |
| | | Installation | Quantity 500.00 x Unit Price \$0.35 x Factor 1.2575 = Total \$220.06 | |
| 50 | 09250-0064 | LF | Tape, Spackle And Finish Gypsum Board Vertical Corners Up To 10' High | \$40.81 |
| | | Installation | Quantity 55.00 x Unit Price \$0.59 x Factor 1.2575 = Total \$40.81 | |
| 51 | 09250-0067 | LF | Tape, Spackle And Finish Gypsum Board Horizontal Corners Up To 10' High | \$16.85 |
| | | Installation | Quantity 20.00 x Unit Price \$0.67 x Factor 1.2575 = Total \$16.85 | |
| 52 | 09270-0003 | LF | Cornier Bead, Galvanized Metal For Gypsum Board | \$129.21 |
| | | Installation | Quantity 75.00 x Unit Price \$1.37 x Factor 1.2575 = Total \$129.21 | |
| 53 | 09305-0003 | SF | Thin Set - Epoxy Mortar/Impact and chemical resistant. | \$1,399.85 |
| | | Installation | Quantity 460.00 x Unit Price \$2.42 x Factor 1.2575 = Total \$1,399.85 | |
| 54 | 09310-0004 | SF | Unglazed Quarry Floor Tile With or without embedded abrasive grit. | \$2,140.27 |
| | | Installation | Quantity 460.00 x Unit Price \$3.70 x Factor 1.2575 = Total \$2,140.27 | |
| 55 | 09310-0004 | 0074 SF | For Epoxy Grout, Add | \$323.93 |
| | | Installation | Quantity 460.00 x Unit Price \$0.56 x Factor 1.2575 = Total \$323.93 | |
| 56 | 09310-0020 | LF | 6" High Unglazed Quarry Tile Cove Base Or Trim | \$538.21 |
| | | Installation | Quantity 80.00 x Unit Price \$5.35 x Factor 1.2575 = Total \$538.21 | |

6.10

Contractor's Price Proposal Detail- CSI Continued..

Work Order #: 14-DAC-0007.01

Title: Placitas Community Center Renovation - Construction

| CSI Number | Mod. | UOM | Description | Line Total | | | |
|-----------------------------|------------|------|--|--|-------------|----------|----------|
| 09 - Finishes | | | | | | | |
| 57 | 09310-0020 | 0084 | LF | For Chemical Resistant Epoxy Grout, Add | \$56.34 | | |
| | | | Quantity | Unit Price | Factor | Total | |
| | | | 80.00 | \$0.56 | 1.2575 = | \$56.34 | |
| | | | Installation | x | x | | |
| 58 | 09650-0007 | | SF | 1/8" Seamless Resilient Floor | \$705.71 | | |
| | | | Quantity | Unit Price | Factor | Total | |
| | | | 0.00 | \$5.39 | 1.2575 = | \$0.00 | |
| | | | Installation | x | x | | |
| | | | Demolition | 460.00 | \$1.22 | 1.2575 = | \$705.71 |
| | | | x | x | | | |
| 59 | 09920-0062 | | SF | Paint Interior Plaster/Drywall, 1 Coat Primer, Brush/Roller Work | \$425.04 | | |
| | | | Quantity | Unit Price | Factor | Total | |
| | | | 1,300.00 | \$0.26 | 1.2575 = | \$425.04 | |
| | | | Installation | x | x | | |
| 60 | 09920-0064 | | SF | Paint Interior Plaster/Drywall, 2 Coats Paint, Brush/Roller Work | \$850.07 | | |
| | | | Quantity | Unit Price | Factor | Total | |
| | | | 1,300.00 | \$0.52 | 1.2575 = | \$850.07 | |
| | | | Installation | x | x | | |
| 61 | 09920-0158 | | SF | Paint Interior Drywall/Plaster Ceiling, 1 Coat Primer, Brush/Roller Work | \$188.63 | | |
| | | | Quantity | Unit Price | Factor | Total | |
| | | | 500.00 | \$0.30 | 1.2575 = | \$188.63 | |
| | | | Installation | x | x | | |
| 62 | 09920-0158 | 0311 | SF | For > 250 To 500, Add | \$25.15 | | |
| | | | Quantity | Unit Price | Factor | Total | |
| | | | 500.00 | \$0.04 | 1.2575 = | \$25.15 | |
| | | | Installation | x | x | | |
| 63 | 09920-0160 | | SF | Paint Interior Drywall/Plaster Ceiling, 2 Coats Paint, Brush/Roller Work | \$345.81 | | |
| | | | Quantity | Unit Price | Factor | Total | |
| | | | 500.00 | \$0.55 | 1.2575 = | \$345.81 | |
| | | | Installation | x | x | | |
| 64 | 09920-0160 | 0311 | SF | For > 250 To 500, Add | \$44.01 | | |
| | | | Quantity | Unit Price | Factor | Total | |
| | | | 500.00 | \$0.07 | 1.2575 = | \$44.01 | |
| | | | Installation | x | x | | |
| 65 | 09945-0064 | | SF | Cut And Patch Hole In Plaster/Stucco To Match Existing, > 10 SF To 50 SF | \$87.07 | | |
| | | | Quantity | Unit Price | Factor | Total | |
| | | | 12.00 | \$5.77 | 1.2575 = | \$87.07 | |
| | | | Installation | x | x | | |
| | | | infill window at exterior wall | | | | |
| Subtotal for 09 - Finishes: | | | | | \$11,005.84 | | |
| 11 - Equipment | | | | | | | |
| 66 | 11413-0003 | | EA | Stainless Steel Scullery Sink, Double 30" x 24" x 12" Compartment And Drainboard | \$222.25 | | |
| | | | Quantity | Unit Price | Factor | Total | |
| | | | 0.00 | \$2,307.00 | 1.2575 = | \$0.00 | |
| | | | Installation | x | x | | |
| | | | Demolition | 2.00 | \$88.37 | 1.2575 = | \$222.25 |
| | | | x | x | | | |
| 67 | 11413-0004 | | EA | Stainless Steel Scullery Sink, Triple 30" x 24" x 12" Compartment And Drainboard | \$222.26 | | |
| | | | Quantity | Unit Price | Factor | Total | |
| | | | 1.00 | \$176.75 | 1.2575 = | \$222.26 | |
| | | | Installation | x | x | | |
| | | | labor and equipment only to install owner provided | | | | |
| | | | Excludes Material | | | | |

6.11

Contractor's Price Proposal Detail- CSI Continued..

Work Order #: 14-DAC-0007.01

Title: Placitas Community Center Renovation - Construction

| CSI Number | Mod. | UOM | Description | Line Total | |
|----------------------|--|----------|--|------------|------------|
| 11 - Equipment | | | | | |
| 68 | 11420-0027 | EA | Gas Range, Vulcan #260LSix 12" burners, open top sections, porcelain on steel aeration plates and grates. 24" griddle/broiler, two 26-1/4" x 22" x 14-1/2" ovens porcelain on steel liner and aluminized steel construction, nickel plated oven racks. | \$225.07 | |
| Excludes Material | | Quantity | Unit Price | Factor | Total |
| | Installation | 1.00 x | \$119.32 x | 1.2575 = | \$150.04 |
| | Demolition | 1.00 x | \$59.66 x | 1.2575 = | \$75.02 |
| | labor and equipment only to install owner provided | | | | |
| 69 | 11425-0039 | EA | 8' Long x 60" Deep Single Manifold Water Wash Exhaust Hood | \$8,680.96 | |
| Excludes Material | | Quantity | Unit Price | Factor | Total |
| | Installation | 1.00 x | \$6,521.53 x | 1.2575 = | \$8,200.82 |
| | Demolition | 1.00 x | \$381.82 x | 1.2575 = | \$480.14 |
| | labor and equipment only to install owner provided | | | | |
| 70 | 11436-0002 | EA | Pre-Rinse Spray | \$132.02 | |
| Excludes Material | | Quantity | Unit Price | Factor | Total |
| | Installation | 1.00 x | \$70.00 x | 1.2575 = | \$88.03 |
| | Demolition | 1.00 x | \$34.99 x | 1.2575 = | \$44.00 |
| | labor and equipment only to install owner provided | | | | |
| 71 | 11460-0004 | EA | Ice Cube Maker, 250 LB/Day | \$1,227.66 | |
| Excludes Material | | Quantity | Unit Price | Factor | Total |
| | Installation | 1.00 x | \$640.18 x | 1.2575 = | \$805.03 |
| | Demolition | 1.00 x | \$336.09 x | 1.2575 = | \$422.63 |
| | labor and equipment only to install owner provided | | | | |
| 72 | 11471-0012 | EA | Refrigerator, Reach-in, 2 Compartment | \$280.46 | |
| Excludes Material | | Quantity | Unit Price | Factor | Total |
| | Installation | 1.00 x | \$148.68 x | 1.2575 = | \$186.97 |
| | Demolition | 1.00 x | \$74.35 x | 1.2575 = | \$93.50 |
| | labor and equipment only to install owner provided | | | | |
| 73 | 11475-0006 | EA | 24" X 4' Stainless Steel Shelving, Louvered 4-Tier | \$84.35 | |
| Excludes Material | | Quantity | Unit Price | Factor | Total |
| | Installation | 2.00 x | \$33.54 x | 1.2575 = | \$84.35 |
| | labor and equipment only to install owner provided | | | | |

Subtotal for 11 - Equipment: \$11,075.03

13 - Special Construction

| | | | | | | | |
|----|--------------|-----------------------|--|------------|----------|------------|------------|
| 74 | 13973-0005 | EA | 6.0 Gallon Agent Cylinder With Valve, Kitchen Fire Suppression Systems (Pyro-Chem 551196) | | | | \$1,112.03 |
| | | | Quantity | Unit Price | Factor | Total | |
| | Installation | 1.00 x | \$822.50 | x | 1.2575 = | \$1,034.29 | |
| | Demolition | 1.00 x | \$61.82 | x | 1.2575 = | \$77.74 | |
| | | fire suppression hood | | | | | |

6.12

Contractor's Price Proposal Detail- CSI Continued..

Work Order #: 14-DAC-0007.01

Title: Placitas Community Center Renovation - Construction

| CSI Number | Mod. | UOM | Description | Line Total |
|--|------------|-----------------------|---|-------------------|
| 13 - Special Construction | | | | |
| 75 | 13973-0015 | EA | 500 Fahrenheit, Fusible Link, Kitchen Fire Suppression Systems (Pyro-Chem 551527) | \$17.03 |
| | | | Quantity Unit Price Factor Total | |
| | | Installation | 1.00 x \$12.57 x 1.2575 = | \$15.81 |
| | | Demolition | 1.00 x \$0.97 x 1.2575 = | \$1.22 |
| | | fire suppression hood | | |
| 76 | 13973-0019 | EA | 225 To 600 Fahrenheit, Electrical Thermal Detector, Kitchen Fire Suppression Systems (Pyro-Chem 13970-6) | \$341.56 |
| | | | Quantity Unit Price Factor Total | |
| | | Installation | 1.00 x \$246.75 x 1.2575 = | \$310.29 |
| | | Demolition | 1.00 x \$24.87 x 1.2575 = | \$31.27 |
| | | fire suppression hood | | |
| 77 | 13973-0022 | EA | 1" Mechanical Gas Valve, Direct Cable Hookup, Kitchen Fire Suppression Systems (Pyro-Chem 550594) | \$318.56 |
| | | | Quantity Unit Price Factor Total | |
| | | Installation | 1.00 x \$241.58 x 1.2575 = | \$303.79 |
| | | Demolition | 1.00 x \$11.75 x 1.2575 = | \$14.78 |
| | | fire suppression hood | | |
| 78 | 13973-0038 | EA | Stainless Steel Nozzle, Kitchen Fire Suppression Systems (Pyro-Chem) | \$886.12 |
| | | | Quantity Unit Price Factor Total | |
| | | Installation | 3.00 x \$234.89 x 1.2575 = | \$886.12 |
| | | fire suppression hood | | |
| 79 | 13973-0045 | EA | 120 VAC, System Circuit Monitor/Gas Valve Reset Relay, Kitchen Fire Suppression Systems (Pyro-Chem 550302) | \$495.22 |
| | | | Quantity Unit Price Factor Total | |
| | | Installation | 1.00 x \$393.81 x 1.2575 = | \$495.22 |
| | | fire suppression hood | | |
| 80 | 13973-0053 | EA | Set Screw Type, Corner Pulley, Kitchen Fire Suppression Systems (Pyro-Chem 415670) | \$72.87 |
| | | | Quantity Unit Price Factor Total | |
| | | Installation | 5.00 x \$11.59 x 1.2575 = | \$72.87 |
| | | fire suppression hood | | |
| 81 | 13973-0062 | LF | 1/16" Diameter Stainless Steel Wire Rope, Kitchen Fire Suppression Systems (Pyro-Chem 15821) | \$24.84 |
| | | | Quantity Unit Price Factor Total | |
| | | Installation | 25.00 x \$0.79 x 1.2575 = | \$24.84 |
| | | fire suppression hood | | |
| 82 | 13973-0089 | EA | Mechanical, Remote Pull Station, Kitchen Fire Suppression Systems (Pyro-Chem 551074) | \$93.78 |
| | | | Quantity Unit Price Factor Total | |
| | | Installation | 1.00 x \$74.58 x 1.2575 = | \$93.78 |
| | | fire suppression hood | | |
| Subtotal for 13 - Special Construction: | | | | \$3,362.01 |
| 15 - Mechanical | | | | |

6.13

Contractor's Price Proposal Detail- CSI Continued..

Work Order #: 14-DAC-0007.01

Title: Placitas Community Center Renovation - Construction

| CSI Number | Mod. | UOM | Description | Line Total |
|------------------------|------------|--------------|--|------------|
| 15 - Mechanical | | | | |
| 83 | 15048-0137 | EA | Purge Gas Systems, 0-100 LF, 1/2" - 1-1/2" Diameter Pipe | \$278.90 |
| | | Installation | Quantity 1.00 x Unit Price \$221.79 x Factor 1.2575 = Total \$278.90 | |
| | | new gas line | | |
| 84 | 15061-0198 | LF | 3/4" Schedule 40, Threaded And Coupled, Black Steel Pipe | \$146.75 |
| | | Installation | Quantity 30.00 x Unit Price \$3.89 x Factor 1.2575 = Total \$146.75 | |
| | | new gas line | | |
| 85 | 15061-0199 | LF | 1" Schedule 40, Threaded And Coupled, Black Steel Pipe | \$173.54 |
| | | Installation | Quantity 30.00 x Unit Price \$4.60 x Factor 1.2575 = Total \$173.53 | |
| | | new gas line | | |
| 86 | 15061-0200 | LF | 1-1/4" Schedule 40, Threaded And Coupled, Black Steel Pipe | \$99.97 |
| | | Installation | Quantity 15.00 x Unit Price \$5.30 x Factor 1.2575 = Total \$99.97 | |
| | | new gas line | | |
| 87 | 15061-0201 | LF | 1-1/2" Schedule 40, Threaded And Coupled, Black Steel Pipe | \$79.10 |
| | | Installation | Quantity 10.00 x Unit Price \$6.29 x Factor 1.2575 = Total \$79.10 | |
| | | new gas line | | |
| 88 | 15061-0202 | LF | 2" Schedule 40, Threaded And Coupled, Black Steel Pipe | \$398.88 |
| | | Installation | Quantity 40.00 x Unit Price \$7.93 x Factor 1.2575 = Total \$398.88 | |
| | | new gas line | | |
| 89 | 15061-0214 | EA | 3/4", 150 LB, Black Malleable Iron 90 Degree Elbow | \$36.37 |
| | | Installation | Quantity 2.00 x Unit Price \$14.46 x Factor 1.2575 = Total \$36.37 | |
| | | new gas line | | |
| 90 | 15061-0215 | EA | 1", 150 LB, Black Malleable Iron 90 Degree Elbow | \$21.47 |
| | | Installation | Quantity 1.00 x Unit Price \$17.07 x Factor 1.2575 = Total \$21.47 | |
| | | new gas line | | |
| 91 | 15061-0218 | EA | 2", 150 LB, Black Malleable Iron 90 Degree Elbow | \$118.23 |
| | | Installation | Quantity 3.00 x Unit Price \$31.34 x Factor 1.2575 = Total \$118.23 | |
| | | new gas line | | |
| 92 | 15061-0275 | EA | 2", 150 LB, Black Malleable Iron Reducing Tee | \$119.44 |
| | | Installation | Quantity 2.00 x Unit Price \$47.49 x Factor 1.2575 = Total \$119.44 | |
| | | new gas line | | |

6.14

Work Order #: 14-DAC-0007.01
Title: Placitas Community Center Renovation - Construction

Contractor's Price Proposal Detail- CSI

6.15

Contractor's Price Proposal Detail- CSI Continued..

Work Order #: 14-DAC-0007.01

Title: Placitas Community Center Renovation - Construction

| CSI Number | Mod. | UOM | Description | Line Total |
|------------------------|------------|--------------|---|------------|
| 15 - Mechanical | | | | |
| 104 | 15064-0353 | EA | 2" Schedule 40 PVC 90 Degree Elbows | \$62.30 |
| | | Installation | Quantity 2.00 x Unit Price \$24.77 x Factor 1.2575 = Total \$62.30 | |
| 105 | 15064-0355 | EA | 3" Schedule 40 PVC 90 Degree Elbows | \$125.17 |
| | | Installation | Quantity 2.00 x Unit Price \$49.77 x Factor 1.2575 = Total \$125.17 | |
| 106 | 15064-0378 | EA | 1-1/2" Schedule 40 PVC Tees | \$109.70 |
| | | Installation | Quantity 3.00 x Unit Price \$29.08 x Factor 1.2575 = Total \$109.70 | |
| 107 | 15064-0379 | EA | 2" Schedule 40 PVC Tees | \$181.94 |
| | | Installation | Quantity 4.00 x Unit Price \$36.17 x Factor 1.2575 = Total \$181.94 | |
| 108 | 15064-0442 | EA | 3/4" Schedule 40 PVC P-Traps | \$26.58 |
| | | Installation | Quantity 2.00 x Unit Price \$10.57 x Factor 1.2575 = Total \$26.58 | |
| 109 | 15064-0474 | EA | 1-1/2" Schedule 40 PVC Caps | \$47.99 |
| | | Installation | Quantity 2.00 x Unit Price \$19.08 x Factor 1.2575 = Total \$47.99 | |
| 110 | 15064-0475 | EA | 2" Schedule 40 PVC Caps | \$60.91 |
| | | Installation | Quantity 2.00 x Unit Price \$24.22 x Factor 1.2575 = Total \$60.91 | |
| 111 | 15086-0004 | EA | 1" Brass, Anti Siphon Vacuum Breaker | \$125.67 |
| | | Installation | Quantity 1.00 x Unit Price \$99.94 x Factor 1.2575 = Total \$125.67 | |
| 112 | 15104-0005 | EA | 1" Ball Valve, Brass Body, Threaded Or Sweated, 125 LB, Regular Port | \$44.79 |
| | | Installation | Quantity 1.00 x Unit Price \$35.62 x Factor 1.2575 = Total \$44.79 | |
| | | | plumbing new sink area | |
| 113 | 15108-0099 | EA | 3/4" Gas Stop, Iron Body | \$175.80 |
| | | Installation | Quantity 4.00 x Unit Price \$34.95 x Factor 1.2575 = Total \$175.80 | |
| 114 | 15108-0103 | EA | 2" Gas Stop, Iron Body | \$114.34 |
| | | Installation | Quantity 1.00 x Unit Price \$90.93 x Factor 1.2575 = Total \$114.34 | |
| 115 | 15182-0340 | LF | 1/2" Diameter Pipe, 1/2" Wall Flexible Elastomeric Tubing Closed Cell Foam Insulation | \$232.64 |
| | | Installation | Quantity 50.00 x Unit Price \$3.70 x Factor 1.2575 = Total \$232.64 | |
| 116 | 15190-0014 | SF | 1-1/2" Type 150 (1.5 LB/CF) FSK Fiber Glass Duct Wrap Insulation | \$369.71 |
| | | Installation | Quantity 100.00 x Unit Price \$2.94 x Factor 1.2575 = Total \$369.71 | |

6.16

Contractor's Price Proposal Detail- CSI Continued..

Work Order #: 14-DAC-0007.01

Title: Placitas Community Center Renovation - Construction

| CSI Number | Mod. | UOM | Description | Line Total |
|------------------------|------------|--------------|---|------------|
| 15 - Mechanical | | | | |
| 117 | 15320-0006 | EA | 20 GPM, 40 LB Capacity Manual Cleaning Epoxy Coated Steel Grease Interceptor Josam 60105H. | \$1,508.23 |
| | | Installation | Quantity 1.00 x Unit Price \$1,199.39 x Factor 1.2575 = Total \$1,508.23 | |
| 118 | 15320-0006 | 0685 EA | For Flange And Clamp Device, Add | \$403.56 |
| | | Installation | Quantity 1.00 x Unit Price \$320.92 x Factor 1.2575 = Total \$403.56 | |
| 119 | 15421-0003 | EA | 6" Round Top Floor Drain With 2" Outlet, Bronze Top | \$284.77 |
| | | Installation | Quantity 1.00 x Unit Price \$226.46 x Factor 1.2575 = Total \$284.77 | |
| 120 | 15423-0016 | EA | 4-1/4" Diameter Wall Cover For Cleanout, Screwed | \$259.05 |
| | | Installation | Quantity 5.00 x Unit Price \$41.20 x Factor 1.2575 = Total \$259.05 | |
| 121 | 15424-0010 | EA | 40 Gallon, Electric Domestic Water Heater | \$108.61 |
| | | Installation | Quantity 0.00 x Unit Price \$610.47 x Factor 1.2575 = Total \$0.00 | |
| | | Demolition | Quantity 1.00 x Unit Price \$86.37 x Factor 1.2575 = Total \$108.61 | |
| 122 | 15424-0053 | EA | 50 Gallon, Power-Vent, Gas Domestic Water Heater | \$1,514.11 |
| | | Installation | Quantity 1.00 x Unit Price \$1,204.06 x Factor 1.2575 = Total \$1,514.11 | |
| 123 | 15424-0078 | EA | 24" Diameter, 3" Deep, Water Heater Drain Pan | \$48.34 |
| | | Installation | Quantity 1.00 x Unit Price \$38.44 x Factor 1.2575 = Total \$48.34 | |
| 124 | 15451-0099 | EA | 19" x 17" Vitreous China Wall Hung Lavatory (American Standard 0321.026) | \$37.22 |
| | | Installation | Quantity 0.00 x Unit Price \$239.55 x Factor 1.2575 = Total \$0.00 | |
| | | Demolition | Quantity 1.00 x Unit Price \$29.60 x Factor 1.2575 = Total \$37.22 | |
| 125 | 15451-0150 | EA | 15" x 17" x 7-1/4" Stainless Steel Kitchen Sink, Single Bowl, 20 Gauge (Elkay PSR1517) | \$208.37 |
| | | Installation | Quantity 1.00 x Unit Price \$165.70 x Factor 1.2575 = Total \$208.37 | |
| | | | labor and equipment only to install owner provided | |
| 126 | 15451-0188 | EA | 24" x 24" x 10" Plastic Composite Mop Service Sink With Combination Dome Strainer And Stainless Steel Lint Basket (Fiat Products MSB2424) | \$467.43 |
| | | Installation | Quantity 1.00 x Unit Price \$371.71 x Factor 1.2575 = Total \$467.43 | |
| 127 | 15451-0403 | EA | Lavatory Drainline Guard And Shutoff Covers | \$68.72 |
| | | Installation | Quantity 1.00 x Unit Price \$54.65 x Factor 1.2575 = Total \$68.72 | |
| 128 | 15669-0003 | EA | 2000 CFM Evaporative Cooler, 1/3 HP, 2 Speed | \$985.69 |
| | | Installation | Quantity 1.00 x Unit Price \$706.40 x Factor 1.2575 = Total \$888.30 | |
| | | Demolition | Quantity 1.00 x Unit Price \$77.45 x Factor 1.2575 = Total \$97.39 | |

Contractor's Price Proposal Detail- CSI Continued..

Work Order #: 14-DAC-0007.01

Title: Placitas Community Center Renovation - Construction

| CSI Number | Mod. | UOM | Description | Line Total |
|------------------------|------------|--------------|---|------------|
| 15 - Mechanical | | | | |
| 129 | 15760-0129 | EA | 324 MBH Output, 400 MBH Input, 5800 CFM Gas Fired Unit Heater Fan Propelled, Horizontal, 115V | \$3,779.19 |
| | | Installation | Quantity 1.00 x Unit Price \$3,005.32 x Factor 1.2575 = Total \$3,779.19 | |
| 130 | 15821-0118 | EA | 18" Or 20" Diameter Wheel, 3/4 HP Belt Drive, Kitchen Upblast Exhaust Fan115/208-230/60/1. Includes birdscreen, heat baffle, grease baffle and disconnect switch. | \$1,626.89 |
| | | Installation | Quantity 1.00 x Unit Price \$1,293.75 x Factor 1.2575 = Total \$1,626.89 | |
| 131 | 15821-0118 | 0447 EA | For Totally Enclosed Motor, Add | \$106.89 |
| | | Installation | Quantity 1.00 x Unit Price \$85.00 x Factor 1.2575 = Total \$106.89 | |
| 132 | 15821-0118 | 0448 EA | For Grease Trap Kit, Add | \$96.09 |
| | | Installation | Quantity 1.00 x Unit Price \$76.41 x Factor 1.2575 = Total \$96.09 | |
| 133 | 15821-0118 | 0449 EA | For Hinged Curb Kit, Add | \$118.93 |
| | | Installation | Quantity 1.00 x Unit Price \$94.58 x Factor 1.2575 = Total \$118.93 | |
| 134 | 15828-0009 | EA | 14-1/2" To 23" Long, 12" High Adjustable Galvanized Steel Roof Curb | \$293.49 |
| | | Installation | Quantity 1.00 x Unit Price \$233.39 x Factor 1.2575 = Total \$293.49 | |
| 135 | 15840-0075 | LB | Sheet Metal Ductwork, Medium Pressure, Shop Fabricated, Galvanized, Field Assemble And Install | \$805.43 |
| | | Installation | Quantity 150.00 x Unit Price \$4.27 x Factor 1.2575 = Total \$805.43 | |
| 136 | 15840-0075 | 0549 LB | For Up To 200, Add | \$354.62 |
| | | Installation | Quantity 150.00 x Unit Price \$1.88 x Factor 1.2575 = Total \$354.62 | |
| 137 | 15840-0184 | SF | 16 Gauge Stainless Steel Exhaust Hood Material | \$1,155.29 |
| | | Installation | Quantity 24.00 x Unit Price \$38.28 x Factor 1.2575 = Total \$1,155.29 | |
| 138 | 15860-0069 | LF | Flex Connector, Rubber Vinyl | \$14.18 |
| | | Installation | Quantity 2.00 x Unit Price \$5.64 x Factor 1.2575 = Total \$14.18 | |
| 139 | 15860-0093 | LF | 24" High Turning Vanes, Sets | \$112.90 |
| | | Installation | Quantity 2.00 x Unit Price \$44.89 x Factor 1.2575 = Total \$112.90 | |
| 140 | 15872-0019 | EA | 18" x 18" Ceiling Diffuser, Louver Face, Adjustable Pattern, Surface Mounted, Aluminum Construction With Damper | \$135.12 |
| | | Installation | Quantity 1.00 x Unit Price \$107.45 x Factor 1.2575 = Total \$135.12 | |
| 141 | 15872-0019 | 0632 EA | For Flush Mount, Add | \$11.49 |
| | | Installation | Quantity 1.00 x Unit Price \$9.14 x Factor 1.2575 = Total \$11.49 | |

Contractor's Price Proposal Detail- CSI Continued..

Work Order #: 14-DAC-0007.01

Title: Placitas Community Center Renovation - Construction

| CSI Number | Mod. | UOM | Description | Line Total |
|--------------------------------------|--------------|----------|---|--------------------|
| 15 - Mechanical | | | | |
| 142 | 15872-0021 | EA | 24" x 24" Ceiling Diffuser, Louver Face, Adjustable Pattern, Surface Mounted, Aluminum Construction With Damper | \$32.67 |
| | | Quantity | Unit Price | Factor |
| | Installation | 0.00 x | \$136.57 x | 1.2575 = |
| | Demolition | 1.00 x | \$25.98 x | 1.2575 = |
| | | | | \$32.67 |
| 143 | 15910-0296 | EA | Line Voltage 120V Heat/Cool Thermostat (Honeywell T651A3018) | \$136.36 |
| | | Quantity | Unit Price | Factor |
| | Installation | 1.00 x | \$108.44 x | 1.2575 = |
| | | | | \$136.36 |
| 144 | 15910-0307 | EA | 9-3/4" x 7-1/4" x 3-3/8" Universal Thermostat Guard (Honeywell TG512A1009) | \$99.32 |
| | | Quantity | Unit Price | Factor |
| | Installation | 1.00 x | \$78.98 x | 1.2575 = |
| | | | | \$99.32 |
| 145 | 15910-0463 | EA | 10K Ohm Thermistor 3% Duct Mounted RH Sensor (Kele HD30K-T3) | \$292.48 |
| | | Quantity | Unit Price | Factor |
| | Installation | 1.00 x | \$232.59 x | 1.2575 = |
| | | | | \$292.48 |
| Subtotal for 15 - Mechanical: | | | | \$19,878.66 |
| 16 - Electrical | | | | |
| 146 | 16120-0007 | MLF | #12 AWG Cable - Type XHHW, 600 V Copper, Single Solid, Placed In Conduit | \$944.11 |
| | | Quantity | Unit Price | Factor |
| | Installation | 1.50 x | \$500.52 x | 1.2575 = |
| | | | | \$944.11 |
| 147 | 16120-0008 | MLF | #10 AWG Cable - Type XHHW, 600 V Copper, Single Solid, Placed In Conduit | \$78.27 |
| | | Quantity | Unit Price | Factor |
| | Installation | 0.10 x | \$622.44 x | 1.2575 = |
| | | | | \$78.27 |
| 148 | 16120-0015 | MLF | #8 AWG Cable - XLP (XHHW), 600 V, Single Stranded, Placed In Conduit | \$103.68 |
| | | Quantity | Unit Price | Factor |
| | Installation | 0.10 x | \$824.51 x | 1.2575 = |
| | | | | \$103.68 |
| 149 | 16120-0019 | MLF | #2 AWG Cable - XLP (XHHW), 600 V, Single Stranded, Placed In Conduit | \$386.08 |
| | | Quantity | Unit Price | Factor |
| | Installation | 0.13 x | \$2,456.20 x | 1.2575 = |
| | | | | \$386.08 |
| 150 | 16120-0179 | MLF | #12 AWG Cable - Type MC, 2 Conductors, Solid Or Stranded, Galvanized Steel Armor | \$223.52 |
| | | Quantity | Unit Price | Factor |
| | Installation | 0.10 x | \$1,777.46 x | 1.2575 = |
| | | | | \$223.52 |
| 151 | 16120-0184 | MLF | #12 AWG Cable - Type MC, 3 Conductors, Solid Or Stranded, Galvanized Steel Armor | \$136.11 |
| | | Quantity | Unit Price | Factor |
| | Installation | 0.05 x | \$2,164.72 x | 1.2575 = |
| | | | | \$136.11 |
| 152 | 16120-1197 | MLF | 6/c #18 300 V Twisted Shielded Cable, In Conduit | \$139.67 |
| | | Quantity | Unit Price | Factor |
| | Installation | 0.10 x | \$1,110.71 x | 1.2575 = |
| | | | | \$139.67 |

Contractor's Price Proposal Detail- CSI Continued..

Work Order #: 14-DAC-0007.01

Title: Placitas Community Center Renovation - Construction

| CSI Number | Mod. | UOM | Description | Line Total |
|------------------------|------------|--------------|--|------------|
| 16 - Electrical | | | | |
| 153 | 16131-0085 | EA | 1-1/4" RGS Type LB, LL Or LR Two Hub Conduit Body With Cover | \$154.67 |
| | | Installation | Quantity 2.00 x Unit Price \$61.50 x Factor 1.2575 = Total \$154.67 | |
| 154 | 16131-0243 | LF | 1/2" EMT Conduit | \$1,314.09 |
| | | Installation | Quantity 500.00 x Unit Price \$2.09 x Factor 1.2575 = Total \$1,314.09 | |
| 155 | 16131-0243 | 0029 LF | For > 250 To 500, Deduct | -\$12.58 |
| | | Installation | Quantity 500.00 x Unit Price \$-0.02 x Factor 1.2575 = Total \$-12.58 | |
| 156 | 16131-0243 | 0032 LF | For Installation In Metal Stud Wall, Add | \$56.59 |
| | | Installation | Quantity 250.00 x Unit Price \$0.18 x Factor 1.2575 = Total \$56.59 | |
| 157 | 16131-0243 | 0033 LF | For Installation In Wood Stud Wall (Includes Drilling), Add | \$141.47 |
| | | Installation | Quantity 250.00 x Unit Price \$0.45 x Factor 1.2575 = Total \$141.47 | |
| 158 | 16131-0246 | LF | 1-1/4" EMT Conduit | \$240.18 |
| | | Installation | Quantity 50.00 x Unit Price \$3.82 x Factor 1.2575 = Total \$240.18 | |
| 159 | 16131-0246 | 0033 LF | For Installation In Wood Stud Wall (Includes Drilling), Add | \$38.35 |
| | | Installation | Quantity 50.00 x Unit Price \$0.61 x Factor 1.2575 = Total \$38.35 | |
| 160 | 16131-0276 | EA | 1/2 EMT Compression Coupling | \$185.34 |
| | | Installation | Quantity 51.00 x Unit Price \$2.89 x Factor 1.2575 = Total \$185.34 | |
| 161 | 16131-0279 | EA | 1-1/4" EMT Compression Coupling | \$22.82 |
| | | Installation | Quantity 3.00 x Unit Price \$6.05 x Factor 1.2575 = Total \$22.82 | |
| 162 | 16131-0309 | EA | 1/2" EMT Box Compression Connector | \$202.02 |
| | | Installation | Quantity 45.00 x Unit Price \$3.57 x Factor 1.2575 = Total \$202.02 | |
| 163 | 16131-0312 | EA | 1-1/4" EMT Box Compression Connector | \$77.94 |
| | | Installation | Quantity 6.00 x Unit Price \$10.33 x Factor 1.2575 = Total \$77.94 | |
| 164 | 16131-1975 | EA | 3/8" Non-Metallic Straight Connector | \$201.83 |
| | | Installation | Quantity 30.00 x Unit Price \$5.35 x Factor 1.2575 = Total \$201.83 | |
| 165 | 16134-0015 | EA | 4" Square Steel Box With Cover, 2-1/8" Deep, Flush Mount | \$280.67 |
| | | Installation | Quantity 10.00 x Unit Price \$22.32 x Factor 1.2575 = Total \$280.67 | |

Contractor's Price Proposal Detail- CSI Continued..

Work Order #: 14-DAC-0007.01

Title: Placitas Community Center Renovation - Construction

| CSI Number | Mod. | UOM | Description | Line Total |
|-----------------|------------|--------------|---|------------|
| 16 - Electrical | | | | |
| 166 | 16134-0163 | EA | 3/4" x 4" Round Plaster Ring | \$131.53 |
| | | Installation | Quantity 20.00 x Unit Price \$5.23 x Factor 1.2575 = Total \$131.53 | |
| 167 | 16134-0196 | EA | 4" Square Box x 2-1/8" Depth, With Cover, Concealed Outlet Box With 1 Gang Plate | \$804.11 |
| | | Installation | Quantity 35.00 x Unit Price \$18.27 x Factor 1.2575 = Total \$804.11 | |
| 168 | 16134-0205 | EA | 1 Gang, Weatherproof, 4-1/2" x 2-5/8" Box, Concealed With Cover, 3/4" Knock Out, Solid Outlet Box | \$97.98 |
| | | Installation | Quantity 2.00 x Unit Price \$38.96 x Factor 1.2575 = Total \$97.98 | |
| 169 | 16140-0061 | EA | 20 Amp GFI, Duplex Receptacle | \$389.71 |
| | | Installation | Quantity 17.00 x Unit Price \$18.23 x Factor 1.2575 = Total \$389.71 | |
| 170 | 16140-0063 | EA | 20 Amp, 120 V, GFI, Weatherproof Duplex Receptacle | \$55.93 |
| | | Installation | Quantity 2.00 x Unit Price \$22.24 x Factor 1.2575 = Total \$55.93 | |
| 171 | 16140-0119 | EA | 20 A, 120/277 V SPST Switch | \$32.87 |
| | | Installation | Quantity 2.00 x Unit Price \$13.07 x Factor 1.2575 = Total \$32.87 | |
| 172 | 16140-0120 | EA | 20 A, 120/277 V 3-Way Switch | \$40.37 |
| | | Installation | Quantity 2.00 x Unit Price \$16.05 x Factor 1.2575 = Total \$40.37 | |
| 173 | 16170-0207 | EA | 30 A Non-Fused, NEMA 3R, Heavy Duty Disconnect Switch, 240 V, 1 Phase | \$738.30 |
| | | Installation | Quantity 2.00 x Unit Price \$293.56 x Factor 1.2575 = Total \$738.30 | |
| 174 | 16190-0003 | EA | 1/2", One Hole Steel Conduit Strap | \$108.38 |
| | | Installation | Quantity 51.00 x Unit Price \$1.69 x Factor 1.2575 = Total \$108.38 | |
| 175 | 16190-0006 | EA | 1-1/4", One Hole Steel Conduit Strap | \$7.70 |
| | | Installation | Quantity 3.00 x Unit Price \$2.04 x Factor 1.2575 = Total \$7.70 | |
| 176 | 16471-0009 | EA | 100 A With 20 - 20 A Breakers, 120/240 V, 3 Wire, 1 Phase Panelboard, Main Lugs, Assembled, 24 Circuit Capacity | \$1,251.12 |
| | | Installation | Quantity 1.00 x Unit Price \$994.93 x Factor 1.2575 = Total \$1,251.12 | |
| 177 | 16471-0009 | 0345 EA | For Weathertight NEMA 3R Panelboards, Add | \$437.61 |
| | | Installation | Quantity 1.00 x Unit Price \$348.00 x Factor 1.2575 = Total \$437.61 | |

6.21

Contractor's Price Proposal Detail- CSI Continued..

Work Order #: 14-DAC-0007.01

Title: Placitas Community Center Renovation - Construction

| CSI Number | Mod. | UOM | Description | Line Total | | | |
|-------------------------------|--------------|----------|--|-------------|-------|----------|----------|
| 16 - Electrical | | | | | | | |
| 178 | 16471-0022 | EA | 50 A With 8 - 20 A Breakers, 120/240 V, 3 Wire, 1 Phase Panelboard, Main Breaker, Assembled, 12 Circuit Capacity | \$149.73 | | | |
| | | Quantity | Unit Price | Factor | Total | | |
| | Installation | 0.00 | x | \$608.48 | x | 1.2575 = | \$0.00 |
| | Demolition | 1.00 | x | \$119.07 | x | 1.2575 = | \$149.73 |
| 179 | 16510-0010 | EA | 2 T8 Lamps, 1' x 4', Surface Mounted, Wraparound Fluorescent Fixture | \$36.44 | | | |
| | | Quantity | Unit Price | Factor | Total | | |
| | Installation | 0.00 | x | \$111.95 | x | 1.2575 = | \$0.00 |
| | Demolition | 2.00 | x | \$14.49 | x | 1.2575 = | \$36.44 |
| 180 | 16510-0328 | EA | 2 T8 Lamps, 8' Length, Prismatic Lensed, Enclosed And Gasketed Fluorescent Fixture | \$1,042.22 | | | |
| | | Quantity | Unit Price | Factor | Total | | |
| | Installation | 3.00 | x | \$259.56 | x | 1.2575 = | \$979.19 |
| | Demolition | 2.00 | x | \$25.06 | x | 1.2575 = | \$63.03 |
| 181 | 16530-0011 | EA | Single Face, Thermoplastic Housing, LED Exit Sign/Emergency Light Combo With Battery Back-UpIncludes two circular side mounted krypton emergency lights. | \$821.88 | | | |
| | | Quantity | Unit Price | Factor | Total | | |
| | Installation | 3.00 | x | \$217.86 | x | 1.2575 = | \$821.88 |
| Subtotal for 16 - Electrical: | | | | \$11,060.71 | | | |
| Work Order Proposal Total | | | | \$71,299.09 | | | |

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

**DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Utilities Department
Initiating Department

Kurt Moffat, Manager
Contact Person

KM

September 9, 2014
Meeting Date

7
Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED

**APPROVE AWARD OF INVITATION TO BID 15-0001 FOR WASTEWATER LIFT STATION
MAINTENANCE AND REPAIR SERVICES AND DELEGATE SIGNATURE AUTHORITY TO THE
COUNTY MANAGER FOR RELATED CONTRACT DOCUMENTS**

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Invitation to Bid (ITB) #15-0001 for Wastewater Lift Station Maintenance and Repair Services was issued to solicit interest, was advertised in the local paper, and sent to interested firms. One (1) firm responded. In accordance with Section 13-1-108 of the Procurement Code, the Utilities Manager and the Purchasing Manager request approval to award ITB 15-0001 to James Cook & Hobson Inc. Additionally, we are requesting authorization for the County Manager to have signature authority over the related contract documents, amendments, and renewals.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Bid Tabulation

SUMMARY OF FINANCIAL IMPACT

Estimated yearly cost - \$100,000
50043, 50044, 50046, 50064, 50067, & 50070- 40110 - 72846 -400

ADMINISTRATIVE REVIEW AND APPROVAL

[Signature]
Finance

____ Legal

[Signature] County Manager/
Agenda Review

____ Purchasing

____ Human Resources

[Signature]
Assistant County Manager

____ Planning

____ Other

DOCUMENT CONTROL

Original/s for signature? ____ Yes ☒ No For Recording? ____ Yes ☒ No

Return original/s to: Donald Bullard Name _____ Purchasing _____ Dept.

Send copy of recorded original/s (resolution and ordinances only) to: _____ Name _____ Dept.

Deadline for return of document/s? Yes, return by: _____ or ____ No

Executive Summary
Wastewater lift station maintenance and repair services

The Doña Ana County (DAC) Utility Department provides wastewater service to residents throughout the county. DAC infrastructure includes 31 lift stations to which staff maintains and operate. Staff will continue with regular maintenance and repairs and will utilize contract primarily for replacement and repairing of pumps.

DAC and Camino Real Regional Utility Authority (CRRUA) will enter into an agreement with James Cook & Hobson to provide maintenance, parts and repair services at wastewater lift stations and to make emergency repairs in a timely manner.

Work to be included, but not limited to:

- Pulling and repairing submersible pumps and power cables as required;
- Pulling and replacing submersible pumps as required;
- Servicing and maintaining existing submersible pumps;
- Servicing and replacing control panel elements such as starters, breakers, relays, or other electrical and control components as requested
- Service or maintenance of starters, breakers, control panels, or other components as required;
- Other shop and field labor as required.

BID TABULATION
15-0001 Wastewater Lift Station Maintenance and Repair Services

| | | Company | Company | Company |
|-----------------|---------------------|--------------------------------|-------------|-------------|
| Item No. | Station Name | James Cook & Hobson | None | None |
| 1A | Vado #1 | 4,613 | | |
| 1B | Vado #2 | 5,650 | | |
| 1C | Vado #3 | 7,993 | | |
| 1D | Vado #4 | 4,613 | | |
| 1E | Vado #5 | 4,613 | | |
| 1F | Vado #6 | 7,993 | | |
| 1G | Vado #7 | 13,853 | | |
| 1H | La Mesa #1 | 14,777 | | |
| 1I | La Mesa #2 | 4,613 | | |
| 1J | San Miguel #4 | 13,965 | | |
| 1K | San Miguel #5 | 4,613 | | |
| 1L | San Miguel #6 | 4,613 | | |
| 1M | San Miguel #7 | 5,650 | | |
| 1N | San Miguel #8 | 5,650 | | |

| Item No. | Station Name | James Cook & Hobson | None | None |
|-----------------|---------------------|--------------------------------|-------------|-------------|
| 1O | San Miguel #9 | 4,613 | | |
| 1P | Berino | 54,977 | | |
| 1Q | La Palmeras | 5,650 | | |
| 1R | Montana Vista #1 | 57,315 | | |
| 1S | Montana Vista #2 | 7,993 | | |
| 1T | Chamberino #1 & #2 | 32,154 | | |
| 1U | La Union #1 | 8,378 | | |
| 1V | La Union #2 | 23,335 | | |
| 1W | La Union #3 | 32,355 | | |
| 1X | Chaparral #8 | 23,335 | | |
| 1Y | Chaparral WWTP | 4,613 | | |
| 1Z | Dona Ana LS | 32,154 | | |
| 1AA | South Central WWTP | 5,650 | | |
| 1AB | South Central WWTP | 4,613 | | |
| 1AC | South Central WWTP | 8,378 | | |
| 1AD | Salem LS | 8,378 | | |

| Item No. | Station Name | James Cook & Hobson | None | None |
|----------|-----------------|---------------------|------|------|
| 1AE | Salem WWTP | 4,613 | | |
| 1AF | SBR Sludge Pump | 3,417 | | |
| 1AG | Tierra Madre | 4,613 | | |
| 1AH | Crawford | 3,417 | | |
| 1AI | San Ysidro | 4,866 | | |
| 1AJ | Viewpoint | 57,315 | | |
| 1AK | South | 13,853 | | |
| 1AL | Mason Farms | 13,965 | | |
| 1AM | Industrial Park | 8,378 | | |
| 1AN | Airport | 4,966 | | |
| 1AO | Prepared Foods | 9,261 | | |
| 1AP | Anapra | 8,378 | | |
| 1AQ | Race Track | 8,370 | | |
| 1AR | Equestrian | 8,650 | | |
| 1AS | Appaloosa | 5,650 | | |
| 1AT | Rio Vista | 8,378 | | |

| Item No. | Station Name | James Cook & Hobson | None | None |
|----------|-------------------|---------------------|------|------|
| 1AU | Feathermoon | 8,378 | | |
| 1AV | Dagger | 5,350 | | |
| 1A W | Rio Vista | 8,378 | | |
| 1AX | Harrier | 5,650 | | |
| 1AY | Edgemont (McNutt) | 19,967 | | |
| 1AZ | Ranchos Del Rio | 5,650 | | |
| 1BA | DAC #1 | 2,757 | | |
| 1BB | DAC #2 | 29,129 | | |
| 1BC | DAC #3 | 4,575 | | |
| 1BD | DAC #4 | 9,025 | | |
| 1BE | DAC #5 | 6,020 | | |
| 1BF | DAC #6 & #7 | 57,315 | | |
| 1BG | West Mesa WWTP | 5,232 | | |
| 1BH | Sunland WWTP | 7,995 | | |
| 1BI | Walnut | 13,786 | | |
| 1BJ | North WWTP | 13,786 | | |

| Item No. | Station Name | James Cook & Hobson | None | None |
|-----------------|---------------------|--------------------------------|-------------|-------------|
| 1BK | North WWTP | 5,650 | | |

| Item No. | Description | | | |
|-----------------|----------------------------------|-------|--|--|
| 2A | Size 0 Starter, Cutler Hammer | 223 | | |
| 2B | Size 1 Starter, Cutler Hammer | 304 | | |
| 2C | Size 2 Starter, Cutler Hammer | 476 | | |
| 2D | Size 3 Starter, Cutler Hammer | 760 | | |
| 2E | Size 4 Starter, Cutler Hammer | 1,775 | | |
| 2F | Pack of Overloads | 54 | | |
| 2G | 3 Pole, 15 Amp Breaker | 415 | | |
| 2H | 3 Pole, 30 Amp Breaker | 415 | | |
| 2I | 3 Pole, 50 Amp Breaker | 415 | | |
| 2J | 3 Pole, 60 Amp Breaker | 415 | | |
| 2K | 3 Pole, 75 Amp Breaker | 415 | | |
| 2L | 3 Pole, 100 Amp Breaker | 425 | | |
| 2M | 460/3 Power Monitor, Diversified | 240 | | |
| 2N | Single Phase Motor Kit, 3-10 HP | 155 | | |

| Item No. | Description | | | |
|-----------------|----------------------------------|-----|--|--|
| 2O | Leak/Heat Detection Relay | 360 | | |
| 2P | Snap-Action Float, 40 foot cord | 210 | | |
| 2Q | 120 V Control Relay | 30 | | |
| 2R | 120 V Control Relay – Omron LY2N | 25 | | |
| 2S | 120 V Control Relay – Omron LY4N | 35 | | |
| 2T | 24 V Control Relay – Omron LY2N | 25 | | |
| 2U | 24 V Control Relay – Omron LY4N | 35 | | |
| 2V | HOA Switch | 17 | | |
| 2W | Pilot Light | 10 | | |
| 2X | Push Button | 18 | | |

| Item No. | Description | | | |
|-----------------|--------------------------------|-----|--|--|
| 3A | Shop Labor | 75 | | |
| 3B | Field Labor | 100 | | |
| 3C | Field Labor (2 Man Crew) | 125 | | |
| 3D | Field Labor (with Crane Truck) | 175 | | |

**DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Flood Commission

September 9 2014

Initiating Department

Meeting Date

Paul Dugie
Contact Person

8
Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED

**APPROVE THE UTILIZATION OF US COMMUNITIES PRICE AGREEMENT #4400001839 TO
PROCURE EQUIPMENT FOR 4 NEW REMOTE SENSING STATIONS FOR THE FLOOD
COMMISSION'S FLOOD WARNING SYSTEM, AND DELEGATE SIGNATURE AUTHORITY TO
THE COUNTY MANAGER FOR RELATED CONTRACT DOCUMENTS**

**SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED**

The proposed purchase includes the equipment necessary to add 4 remote sensing sites to the Flood Commission's flood warning system. The purchase includes installation services and system integration. Pursuant to Section 13-1-135 of the Procurement Code the Board is asked to approve the use of US Communities Price Agreement #4400001839 to procure remote sensing stations. The 4 sites are the County Building, Baylor Canyon Road, and 2 at the Berino Pond. Additionally, we request authorization for the County Manager to have signature authority of any related contract documents.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary, Price Quote

SUMMARY OF FINANCIAL IMPACT

The total cost of the project will be \$60,060.59. The project will be paid by Flood Commission's Capital Outlay/Construction Account: 25135-20605-74130-900.

ADMINISTRATIVE REVIEW AND APPROVAL

 Finance

____ Legal

 County Manager/
Agenda Review

 Purchasing

____ Human Resources

 Assistant County Manager

____ Planning

____ Other

DOCUMENT CONTROL

Original/s for signature? ____ Yes No For Recording? ____ Yes No

Return original/s to: _____ Name _____ Dept.

Send copy of recorded original/s (resolution and ordinances only) to: _____ Name _____ Dept.

Deadline for return of document/s? Yes, return by: _____ or No

Executive Summary

The Dona Ana County Flood Commission is expanding the Flood Warning System to provide communities an early warning system of flood conditions and mitigate loss of life or property. When complete, the System will comprise approximately 30 Weather Stations, Rain Gauges, and Water Level Sensors. This purchase includes the equipment necessary to add 4 remote sensing sites to the existing system. We are proposing to locate 2 Weather Stations, 1 at the Government Center and 1 off of Baylor Canyon Road. We are also adding 2 remote sensing sites to the Berino pond. The 1st is located at the southern end of the pond and is a Water Level Sensor and Rain Gauge. The 2nd is located near the northern end of the pond and is a Water Level sensor. The pond is divided into two sections by an internal berm that allows the water levels to be different. Pursuant to Section 13-1-135 of the Procurement Code the Board is asked to approve the use of US Communities Price Agreement #4400001839 to procure equipment necessary to add 4 remote sensing sites.



Existing Remote Sensing station off of Afton Road.

(Weather Station)



Mallory Safety & Supply

| | |
|-------------------|--|
| Company: | Dona Ana County |
| Attention: | Bill Blasé |
| Email: | billb@donaanacounty.org |
| Address: | |
| Po / Proj: | Alert2 |
| Phone: | 575-525-5561 |
| Fax: | 575-525-5567 |



U.S. COMMUNITIES
GOVERNMENT PURCHASING ALLIANCE



Contract# 4400001839
www.USCommunities.org
www.safewaremall.org

Remit to Address:
Mallory Safety and Supply
P.O. Box 2068
Longview, WA 98632

US Communities Quotation

Terms: NET 30

| | |
|------------------------|------------------|
| Date: | 8/6/2014 |
| Exp Date: | 10/6/2014 |
| Order# | |
| Order Date: | |
| Promise Date: | |
| Mallory REF # : | |

| Item # | Qty | Part # | IREF | Description | Unit Price | Unit | Extended |
|--|-----|---------------------------|------|---|--|------|-------------|
| 1 | 2 | ALERT2 Weather Station | | Alert2 Weather Station (hardware supply & delivery only) | \$13,107.43 | EA | \$26,214.86 |
| | | | | Rain,Wind, RH/AT, BP (no PT), includes: 10 ft Standpipe, Antenna, Lightning Protector, GPA, Antenna, cable,stand, Tipping bucket, Solar Panel, Battery, Door Option, Testing & Integration, | | | |
| 2 | 1 | Alert2R Rain& Stage Gauge | | Alert2 Rain & Stage Gauge (hardware supply & delivery only) | \$8,166.86 | EA | \$8,166.86 |
| | | | | Includes: 10 ft Standpipe, Antenna Lightning Protector, GPS antenna, cable, stand, Tipping Bucket Pressure Transducer (100 ft.), Desiccant box, Conduit, Solar Panel, Battery, Door Option, Testing & Integration | | | |
| 3 | 1 | Alert2 Stage Gauge | | Alert2 Stage Gauge (hardware supply & delivery only) | \$7,460.58 | EA | \$7,460.58 |
| | | | | Includes: 10 ft Standpipe, Antenna Lightning Protector, GPS antenna, cable, stand, Pressure Transducer (100 ft.), Desiccant box, Conduit, Solar Panel, Battery, Door Option, Testing & Integration | | | |
| 4 | 1 | | | Professional Services On-Site Installation of 4 sites by OneRain | \$18,218.29 | EA | \$18,218.29 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | ESTIMATED LEAD: 4 - 6 Weeks ARO | | | |
| | | | | FOB: Destination | | | |
| | | | | This pricing is for Dona Ana County and is not eligible for other public or non profit agencies. | | | |
| Debbie Sanchez, Government Inside Sales Ph: 800-713-4888 Fax: 888-909-5676 debbie.sanchez@malloryco.com Allison Windsor, Director of Government Sales Ph: 818.644.9484 allison.windsor@mailoryco.com | | | | ***This Pricing Applies to Registered US Communities Participants ONLY*** | Shipping within Continental US Included in Pricing | | |
| | | | | Prices subject to change without notice unless otherwise stated. | Sub-Total | | \$60,060.59 |
| | | | | No Federal, State or Municipal taxes Included unless definitely specified. | Sales Tax | | \$0.00 |
| | | | | All orders subject to credit department approval. F.O.B. Destination unless otherwise noted | Total | | \$60,060.59 |

**DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200


Sheriff's Office
Initiating Department

Todd Garrison, Sheriff
Contact Person

September 9, 2014
Meeting Date

9
Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED

ACCEPT AND APPROVE BUDGET REVISION AND RESOLUTION FOR U.S. DEPARTMENT OF JUSTICE GRANT 2014-DJ-BX-0897 SUB-GRANT AGREEMENT FOR THE CRIME ANALYSIS PROJECT ALSO KNOWN AS SMART ASSIGNMENT OF RESOURCES BY ANALYSIS (SARA) AND DELEGATE SIGNATURE AUTHORITY TO THE COUNTY MANAGER TO AMEND AND RENEW ALL RELATED DOCUMENTS

SUMMARY OF ITEM TO BE CONSIDERED

INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The Dona Ana Sheriff's Office submitted an application for funding under the U.S. Department of Justice (DOJ) Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The application for the SARA project has been approved by the U.S. Department of Justice (DOJ) in the amount of \$28,026.00. Staff requests that the BOCC approve and accept the award, budget resolution and budget revision. Additionally, staff requests authorization for the County Manager to have signature authority over the related contract documents, amendments, and renewals.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Budget Revision & Resolution
Copy of Grant Agreement

SUMMARY OF FINANCIAL IMPACT

If this award is accepted, it will increase the Sheriff's FY15 – State Grants accounts by \$28,026.00 through 9/30/2017- Fund/ Org/Account 23300-254156-53176 / 23300-254156-Various

ADMINISTRATIVE REVIEW AND APPROVAL

X MAW Finance

___ Legal

X JB County Manager/
Agenda Review

X ___ Purchasing

___ Human Resources

X ___ Assistant County Manager

___ Planning

___ Other

DOCUMENT CONTROL

Original/s for signature? X Yes ___ No For Recording? X Yes ___ No

Return original/s to: Vince Pokluda Name Sheriff's Office Dept.

Send copy of recorded original/s (resolution and ordinances only) to: _____ Name _____ Dept.

Deadline for return of document/s? Yes, return by: September 23, 2014 or ___ No

Doña Ana County
Executive Summary
Acceptance of Department of Justice Grant 2014-DJ-BX-0897
Doña Ana County Sheriff's Office Crime Analysis Project

Introduction

This is a grant agreement from the U.S. Department of Justice; Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This grant furthers DASO's mission by assisting with its efforts to prevent or reduce crime and violence. Specifically, this grant funds the DASO Crime Analysis Project in the amount of \$28,026.00.

Budget Narrative

Grant Revenue—The amount of the award is \$28,026.00.

Overtime Salaries- None

Special Grant Pay-None

Payments to Other governments- None

Smart Assignment of Resources by Analysis (SARA):

- 2 Crime Analysis Mapping Computers - \$8,000.00
- 3 Licenses for Analysis and Mapping Software - \$6,000.00
- 1 Color Plotter/printer 36 inch format - \$5,000.00
- Travel, training and tuition for two persons for certification - \$9,026.00

Total \$28,026.00

**STATE OF NEW MEXICO
COUNTY OF DOÑA ANA**

BUDGET RESOLUTION NO. 14 _____

**2014 – 2015 BUDGET RESOLUTION
(103rd FISCAL YEAR)**

WHEREAS, the governing body in and for the County of Doña Ana, State of New Mexico, has developed a budget revision attached hereto for the fiscal year 2014-2015; and

WHEREAS, said budget revision was developed on the basis of need of the County; and

WHEREAS, it is the majority opinion of this Board that the proposed budget Revision meets the requirements as currently determined for the fiscal year 2014-2015.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Doña Ana County, State of New Mexico, hereby adopts this budget revision attached hereto described as the U.S. Department of Justice (DOJ) Grant 2014-DJ-BX-0897 (DASO Crime Analysis Project); and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

Resolved in the Board session this 9th day of September 2014.

**BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO**

Billy G. Garrett, Chair, District 1
For / Against

Wayne Hancock, Vice Chair, District 4
For / Against

Dr. David Garcia, District 2
For / Against

Benjamin Rawson, District 3
For / Against

Leticia Duarte Benavidez, District 5
For / Against

ATTEST:

Lynn J. Ellins
County Clerk

DOÑA ANA COUNTY

BUDGET REVISIONS

(STD 1001 - Updated 09/26/08)

Date: September 9, 2014

FUND/ORGANIZATION/ACCOUNT: U.S. Department of Justice Grant 2014-DJ-BX-0897 - Doña Ana Sheriff's Crime Analysis Project

ACCOUNT NUMBERS: 23300-254156- 53176/23300- 254156-Various (200)

(FUND NUMBER - ORGANIZATION NUMBER - ACCOUNT NUMBER)

1.) Item was _____ was not X included in the department's original budget request.

2.) Type of Expenditure: Recurring _____ Non-recurring _____ One time X

3.) Type of Adjustment:

- A.) Inter-departmental transfer (between funds or different departments)
- B.) Intra-departmental transfer (with your current budgets)
- C.) Supplemental appropriation (new funds requested from new revenue sources)
- D.) A reserve transfer (fund request from reserves)

4.) The Budget Adjustment Requested Will Require The Following Revisions:

| ACCOUNT NUMBER | 2) Type Of Expend. | 3) Type Of Adjust. | APPROVED BUDGET | INCREASE OR <DECREASE> | REVISED BUDGET | TOTAL INCREASE <DECREASE> |
|---|--------------------|--------------------|-----------------|------------------------|--------------------|---------------------------|
| Grant Revenue 23300-254156-53176 (200) | | C | \$0.00 | \$28,026.00 | \$28,026.00 | \$28,026.00 |
| TOTAL -REVENUE | | | \$0 | \$28,026 | \$28,026.00 | \$28,026 |
| TOTAL - REVENUES | | | \$0 | \$28,026 | \$28,026 | \$28,026 |
| ce Equipment/Furniture Under \$ 23300-254156-72448 (200) | | C | \$0.00 | \$8,000.00 | \$8,000.00 | \$8,000.00 |
| Office Supplies 23300-254156-73190 (200) | | C | | \$6,000.00 | \$6,000.00 | \$6,000.00 |
| Capitla Outlay/Data 23300-254156-74140 (900) | | C | | \$5,000.00 | \$5,000.00 | \$5,000.00 |
| Travel 23300-254156-72677(200) | | C | | \$3,900.00 | \$3,900.00 | \$3,900.00 |
| Lodging 23300-254156-72678 | | C | | \$1,000.00 | \$1,000.00 | \$1,000.00 |
| Meals 23300-254156-72676 | | C | | \$1,000.00 | \$1,000.00 | \$1,000.00 |
| Employee Training 23300-254156-72610 | | C | | \$3,126.00 | \$3,126.00 | \$3,126.00 |
| Total - Expenditures | | | \$0 | \$28,026 | \$28,026 | \$28,026 |
| TOTAL - EXPENDITURES | | | \$0 | (\$28,026) | (\$28,026) | (\$28,026) |
| TOTAL - REVENUE (PLUS) | | | \$0 | \$28,026 | \$28,026 | \$28,026 |
| GRAND TOTALS (NET EFFECT) - | | | \$0 | \$0 | \$0 | \$0 |

5.) Reasons For the Budget Adjustment Requests:

This budget revision will allow the Sheriff's Office to execute this Federal Grant by developing a Bicycle Patrol in Anthony, New Mexico and equipping the alternative classroom at the firearms training facility.

6.) Approval Requested By:

(Department Head Signature Required)

Date: 8/22/14

7.) Approved By Budget Office.:

(Budget Office Signature Required)

Date: 8/22/14

8.) Approved By Finance Dept.:

(Approved as to availability of Funds Only)

Date: 8/22/14

9.4

9.) Approved By County Manager:

Alia
[Signature]

Date: 9/4/14

9.) Approved by County Commission:

Date: _____

(Resolution Number) _____

10.) For Finance Department Use Only:

In of Budget Revision (Per Approved Resolution And/Or County Manager):

Batch Number: _____

Date: _____



Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 4, 2014

Ms. Julia T. Brown
Dona Ana County
845 North Motel Blvd.
Las Cruces, NM 88007

Dear Ms. Brown:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 14 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local in the amount of \$28,026 for Dona Ana County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Melanie Davis, Program Manager at (202) 305-7944; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Denise O'Donnell", is located below the "Sincerely," text.

Denise O'Donnell
Director

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: askOCR@usdoj.gov

Website: www.ojp.usdoj.gov/ocr

August 4, 2014

Ms. Julia T. Brown
Dona Ana County
845 North Motel Blvd.
Las Cruces, NM 88007

Dear Ms. Brown:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOsubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 7

| | | | |
|---|--|--|------------------|
| 1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Dona Ana County 845 North Motel Blvd. Las Cruces, NM 88007 | | 4. AWARD NUMBER: 2014-DJ-BX-0897 | |
| | | 5. PROJECT PERIOD: FROM 10/01/2013 TO 09/30/2017 BUDGET PERIOD: FROM 10/01/2013 TO 09/30/2017 | |
| | | 6. AWARD DATE 08/04/2014 | 7. ACTION |
| 1A. GRANTEE IRS/VENDOR NO. 856000282 | | 8. SUPPLEMENT NUMBER 00 | Initial |
| | | 9. PREVIOUS AWARD AMOUNT \$ 0 | |
| 3. PROJECT TITLE FY 14 JAG Program | | 10. AMOUNT OF THIS AWARD \$ 28,026 | |
| | | 11. TOTAL AWARD \$ 28,026 | |
| 12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTHON THE ATTACHED PAGE(S). | | | |
| 13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY14(BJA - JAG) 42 USC 3750, et seq. | | | |
| 15. METHOD OF PAYMENT GPRS | | | |
| AGENCY APPROVAL | | GRANTEE ACCEPTANCE | |
| 16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director | | 18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Julia T. Brown County Manager | |
| 17. SIGNATURE OF APPROVING OFFICIAL | | 19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL | 19A. DATE |
| AGENCY USE ONLY | | | |
| 20. ACCOUNTING CLASSIFICATION CODES FISCALY FUNDC BUD.A OFC. DIV.RE SUB. POMS AMOUNT EAR ODE CT. G. X B DJ 80 00 00 28026 | | 21. NDJUGT0382 | |

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

9.10



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD
CONTINUATIONSHEET
Grant**

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PROJECT NUMBER 2014-DJ-BX-0897

AWARD DATE 08/04/2014

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



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**AWARD
CONTINUATIONSHEET
Grant**

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PROJECT NUMBER 2014-DJ-BX-0897

AWARD DATE 08/04/2014

SPECIAL CONDITIONS

8. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.
11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
13. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
14. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
15. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



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**AWARD
CONTINUATIONSHEET
Grant**

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PROJECT NUMBER 2014-DJ-BX-0897

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SPECIAL CONDITIONS

16. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
17. The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be reported on the quarterly Federal Financial Report, SF 425.
18. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
19. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
20. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.
21. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
22. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.

9.13



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD
CONTINUATIONSHEET
Grant**

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PROJECT NUMBER 2014-DJ-BX-0897

AWARD DATE 08/04/2014

SPECIAL CONDITIONS

23. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
24. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- New construction;
- Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

25. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
26. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.

9.14



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD
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Grant**

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PROJECT NUMBER 2014-DJ-BX-0897

AWARD DATE 08/04/2014

SPECIAL CONDITIONS

27. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
28. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.
29. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
30. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
31. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
32. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
33. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
34. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.



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**AWARD
CONTINUATIONSHEET
Grant**

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PROJECT NUMBER 2014-DJ-BX-0897

AWARD DATE 08/04/2014

SPECIAL CONDITIONS

35. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
36. No JAG funds may be expended on the purchase of unmanned aircraft, unmanned aircraft systems or unmanned aerial vehicles (UA/UAS/UAV), unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Any state or local jurisdiction receiving BJA approval to utilize JAG funds for this type of purchase must certify to DOJ that it received Federal Aviation Administration (FAA) approval to operate a UA/UAS/UAV and that it is legal to operate a UA/UAS/UAV in the proposed jurisdiction or geographic area. The recipient must submit a statement on the goals and objectives for the use of a UA/UAS/UAV, the anticipated specific uses, and policy regarding privacy considerations. BJA may require additional reporting requirements that will be stipulated post award.
37. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.
38. The recipient may not obligate, expend, or draw down any award funds until: (1) the recipient obtains active registration with the System for Award Management (SAM) database, (2) the recipient notifies the program office in writing of its registration, and (3) a Grant Adjustment Notice (GAN) is issued removing this special condition.

9.16



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for Dona Ana County

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>. Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2014-DJ-BX-0897

PAGE 1 OF 1

This project is supported under FY14(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Melanie Davis
(202) 305-7944

2. PROJECT DIRECTOR (Name, address & telephone number)

Vincent Pokluda
Grants Administrator
845 N. Motel Blvd
Las Cruces, NM 88007-8100
(575) 525-8838

3a. TITLE OF THE PROGRAM

BJA FY 14 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local

**3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)**

4. TITLE OF PROJECT

FY 14 JAG Program

5. NAME & ADDRESS OF GRANTEE

Dona Ana County
845 North Motel Blvd.
Las Cruces, NM 88007

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2013 TO: 09/30/2017

8. BUDGET PERIOD

FROM: 10/01/2013 TO: 09/30/2017

9. AMOUNT OF AWARD

\$ 28,026

10. DATE OF AWARD

08/04/2014

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The grantee will utilize the JAG award to purchase crime analysis technology, software, and training for crime analysts. The goal of the project is to increase the county's crime analysis unit productivity. The crime analysis unit will be able to produce reports that will indicate location, type and time of crime, and the probability of the occurrence of crime in certain situations. NCA/NCF

**DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200


Sheriff's Office
Initiating Department

Todd Garrison, Sheriff
Contact Person

September 9, 2014
Meeting Date

10
Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED

**ACCEPT AND APPROVE BUDGET REVISION AND RESOLUTION FOR U.S. MARSHALS
MEMORANDUM OF AGREEMENT ADJUSTMENT THAT PROVIDES FOR FUNDING TO EQUIP
AN AWARDED VEHICLE THROUGH THE JOINT LAW ENFORCEMENT TASK FORCE (JLEO)
DOCUMENT M-14-D51-O-00013 PROJECT JLEOTF4, PART OF THE SOUTHWEST
INVESTIGATIVE TEAM INITIATIVE (SWIFT) AND DELEGATE SIGNATURE AUTHORITY TO
THE COUNTY MANAGER TO AMEND AND RENEW ALL RELATED DOCUMENTS**

SUMMARY OF ITEM TO BE CONSIDERED

INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Staff requests that the BOCC accept and approve the Budget Revision and Resolution for the U.S. Marshals Memorandum of Agreement Adjustment which includes funding for equipping a vehicle which was awarded through the Joint Law Enforcement Task Force document M-14-D51-O-00013 which is part of the U.S. Marshal's Southwest Investigative Team. This is in support of state and federal law enforcement initiatives created to locate and find offenders located in Doña Ana County. Staff also requests that the Board of County Commissioners delegate signature authority to the County Manager to amend and renew this agreement. The performance period for this grant is from date of last signature through July 31, 2015.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Budget Revision & Resolution
Copy of Grant Agreement

SUMMARY OF FINANCIAL IMPACT

If this award is accepted, it will increase the Sheriff's FY14 – State Grants accounts by \$5,000.00 through 7/31/2015- Fund/ Org/Account 23300-20171-53176 / 23300-20171-73260

ADMINISTRATIVE REVIEW AND APPROVAL


X MR Finance

___ Legal


X County Manager/
Agenda Review

X ___ Purchasing

___ Human Resources

X ___ Assistant County Manager

___ Planning

___ Other

DOCUMENT CONTROL

Original/s for signature? ☒ Yes ___ No For Recording? ☒ Yes ___ No

Return original/s to: Vince Pokluda Name Sheriff's Office Dept.

Send copy of recorded original/s (resolution and ordinances only) to: _____ Name _____ Dept.

Deadline for return of document/s? Yes, return by: September 23, 2014 or ___ No

**Doña Ana County
Executive Summary
Acceptance of Agreement Funding
United States Marshal's Service
Southwest Investigative Force Team Initiative
Joint Law Enforcement Operations (JLEO)
AG. Order: 1533K8-4190-D51C**

Introduction

Funding in the amount of \$5,000.00 was awarded on July 31, 2014 via email from U.S. Marshal Coordinator, Denise Sanchez. The original MOA was signed by Sheriff Garrison in January 2009. As is the custom with Federal Agreements, agreements are revised and renewed with every new presidential administration. This agreement reiteration provides for the award funding to equip a vehicle previously awarded to the Sheriff's Office. There is an existing award of \$12,000.00 to the County under the same Attorney General's Order, 1533K8-4190-D51C. This award will be an additional \$5,000.00 specifically assigned toward equipping a vehicle also awarded under this same order.

Budget Narrative

Agreement Award of Funding – \$5,000.00 to Equip: One Ford Explorer, Oxford White, VIN: 1FM5K8B84FGA67004

There are no other line items funded.

**STATE OF NEW MEXICO
COUNTY OF DOÑA ANA**

BUDGET RESOLUTION NO. 14 _____

**2014 – 2015 BUDGET RESOLUTION
(103rd FISCAL YEAR)**

WHEREAS, the governing body in and for the County of Doña Ana, State of New Mexico, has developed a budget revision attached hereto for the fiscal year 2014 –2015; and

WHEREAS, said budget revision was developed on the basis of need of the County; and

WHEREAS, it is the majority opinion of this Board that the proposed budget Revision meets the requirements as currently determined for the fiscal year 2014 – 2015.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Doña Ana County, State of New Mexico, hereby adopts this budget revision attached hereto described as project agreement U.S. Marshal's Service Joint Law Enforcement Operations Agreement and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

Resolved in the Board session this 9th day of September 2014.

**BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO**

Billy G. Garrett, Chair, District 1
For / Against

Wayne Hancock, Vice Chair, District 4
For / Against

Dr. David Garcia, District 2
For / Against

Benjamin Rawson, District 3
For / Against

Leticia Duarte Benavidez, District 5
For / Against

ATTEST:

Lynn J. Ellins
County Clerk

DOÑA ANA COUNTY

BUDGET REVISIONS

(STD 1001 - Updated 09/26/08)

Date: September 9, 2014

FUND/ORGANIZATION/ACCOUNT: U.S. Marshal's Joint Law Enforcement Operations Agreement M-14-D51-O-000153/JLEOTF4
(SPELL OUT NAMES)

ACCOUNT NUMBERS: 23300-20171-53176/23300-20171-73260

(FUND NUMBER - ORGANIZATION NUMBER - ACCOUNT NUMBER)

1.) Item was _____ was not X included in the department's original budget request.

2.) Type of Expenditure: Recurring X Non-recurring _____ One time X

3.) Type of Adjustment:

- A.) Inter-departmental transfer (between funds or different departments)
- B.) Intra-departmental transfer (with your current budgets)
- C.) Supplemental appropriation (new funds requested from new revenue sources)
- D.) A reserve transfer (fund request from reserves)

4.) The Budget Adjustment Requested Will Require The Following Revisions:

| ACCOUNT NUMBER | 2) Type Of Expend. | 3) Type Of Adjust. | APPROVED BUDGET | INCREASE OR <DECREASE> | REVISED BUDGET | TOTAL INCREASE <DECREASE> |
|---|--------------------------|--------------------------|--------------------|---------------------------|-------------------|---------------------------------|
| Grant Revenue 23300-20171-53176 (200) | OT | C | \$0.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 |
| TOTAL - REVENUE | | | \$0 | \$5,000 | \$5,000 | \$5,000 |
| TOTAL - REVENUES | | | \$0 | \$5,000 | \$5,000 | \$5,000 |
| Sheriff's Supplies 23300-20171-73260 (200) | OT | C | \$0.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 |
| | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Total - Expenditures | | | \$0 | \$5,000 | \$5,000 | \$5,000 |
| TOTAL - EXPENDITURES | | | \$0 | (\$5,000) | (\$5,000) | (\$5,000) |
| TOTAL - REVENUE (PLUS) | | | \$0 | \$5,000 | \$5,000 | \$5,000 |
| GRAND TOTALS (NET EFFECT) - | | | \$0 | \$0 | \$0 | \$0 |

5.) Reasons For the Budget Adjustment Requests:

This budget revision will allow the Sheriff's Office to fund a retrofit of vehicle awarded to the Sheriff's by the U.S. Marshal's Service.

6.) Approval Requested By:

(Department Head Signature Required)

Date: 8/22/14

7.) Approved By Budget Office.:

(Budget Office Signature Required)

Date: 8/22/14

8.) Approved By Finance Dept.:

(Approved as to availability of Funds Only)

Date: 8/26/14

9.) Approved By County Manager:

Date: 9/4/14

9.) Approved by County Commission:

(Resolution Number) _____

Date: _____

10.) For Finance Department Use Only:

In of Budget Revision (Per Approved Resolution And/Or County Manager):

Batch Number: _____

Date: _____

10.4

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #:

SECTION 2: PARTICIPATING AGENCIES

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:

DONA ANA COUNTY SHERIFF'S OFFICE

and

District of New Mexico (51)

All other terms and conditions of the MOU remain the same.

SECTION 3: PERIOD OF PERFORMANCE

August 1, 2014

to

July 31, 2015

SECTION 4: APPROPRIATION DATA

| FISCAL YEAR | ORGANIZATION | FUND | PROJECT | SOC / PURPOSE | DOLLAR AMOUNT |
|-------------|--------------|----------|----------|---------------------------|---------------|
| 2014 | D51 | AFF-B-OP | JLEOTFS4 | 31053 - TFO Vehicle Retro | \$5,000.00 |

Total Obligation Amount: \$5,000.00

SECTION 5: DESCRIPTION OF OBLIGATION

TFO Vehicle Retrofitting

SECTION 6: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:

Name: Denise Sanchez, SDUSM

Phone: 575-386-4208

E-mail: Denise.Sanchez@usdoj.gov

STATE/LOCAL CONTACT:

Name: Vincent S. Pohluda

Phone: 575-525-1911

E-mail: vincentp@donaanacounty.org

SECTION 7: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: sfinley@usms.doj.gov

Digitally signed by sfinley@usms.doj.gov
DN: cn=sfinley, o=usms doj.gov
Date: 2014.07.29 15:22:50 -0600

Date: 7/29/2014

Susan R. Finley, Management and Program Analyst

Chief Deputy or RFTF Commander - Obligation Approval:

Signature: ALEJANDRO RAMOS

Digitally signed by ALEJANDRO RAMOS
DN: cn=Alejandro Ramos, o=USMS, ou=USMS, cn=Alejandro Ramos, c=US
Date: 2014.07.29 15:22:50 -0600

Date: _____

Alex Ramos, CDUSM

Departmental Representative - Acknowledgement:

Signature: _____

Vincent S. Pohluda

Vincent S. Pohluda

Date: 8/14/2014

FORM USM-607 INSTRUCTIONS

The Joint Law Enforcement Operations Task Force Obligation Document is designed to provide district and regional fugitive task forces with one standard obligating form to record new obligations in UFMS. To adjust funding in an existing obligation, please refer to Form USM-607A, Joint Law Enforcement Operations Task Force Modification Document. Funding in support of the JLEO mission is pursuant to the existing Memorandum of Understanding (MOU) between the USMS and the JLEO participant. Reimbursements are subject to the availability of funds and contingent upon the submission of proper documentation. Please note that overtime reimbursements require the submission of agency invoices and supporting documentation on a quarterly basis.

In the event that the USMS will use a payment method OTHER than reimbursement directly to the state or local agency, additional guidance will be provided by USMS Headquarters. The district or RFTF office is responsible for communicating payment procedures to their partnering agencies. All payments are made via Electronic Funds Transfer (EFT) through the U.S. Department of Treasury.

SECTION 1: Obligation Number

- A. Enter UFMS Document Control Number.

SECTION 2: Participating Agencies

- A. BOX 1: Enter name of state or local JLEO participating agency.
- B. BOX 2: Use drop down menu to select appropriate USMS District/RFTF.

SECTION 3: Period of Performance

- A. Insert valid period of performance for the obligation. Obligations created using the one-page JLEO Task Force Obligation Form may not cross fiscal years. If there is a need to cross fiscal years, please utilize a Purchase Order for the obligation.
- B. Period of performance must begin no earlier than the date of funds availability (provided by IOD and the Asset Forfeiture Division) and end no later than September 30 of the following calendar year.

SECTION 4: Appropriation Data

- A. Enter information across appropriate field for all items being obligated. All fields for a line item must be completed in order to proceed to the next step.
- B. Project Codes: District task force obligations are funded under the JLEOTFS4 project code for a JLEO obligation. RFTF project codes have been assigned by region and will be entered by Headquarters IOD staff.

SECTION 5: Description of Obligation

- A. Enter description of obligation (optional). Include any pertinent information such as number of TFO vehicles, for example.

SECTION 6: Contact Information

- A. Enter District/RFTF contact information (Box 1) and State/Local contact information (Box 2).

SECTION 7: Authorization

- A. Certification of Funds: Signature will be applied by USMS District official or IOD representative (RFTF) after the Asset Forfeiture Division has confirmed that funds have been moved into the budget.
- B. Obligation Approval: Signature will be applied by District or RFTF representative upon receipt of obligation document. To ensure sufficient internal controls and proper segregation of duties, the district/RFTF representative approving obligation forms cannot also approve invoices or reimbursements related to the same obligation. (See U.S. Office of Management and Budget (OMB) Circular A-123 and USMS Office of Finance guidance for further information regarding internal controls.)
- C. Acknowledgement: Signature will be applied by state or local agency representative. The obligation is not valid until all parties have signed. When completed, the form will be returned to the District/RFTF office. Districts are responsible for entering obligations into UFMS. RFTF obligations will be forwarded to Headquarters IOD to be entered into UFMS.

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #: M-14-D51-O-000153

SECTION 2: PARTICIPATING AGENCIES

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:

DONA ANA COUNTY SHERIFF'S OFFICE

and

District of New Mexico (51)

All other terms and conditions of the MOU remain the same.

SECTION 3: PERIOD OF PERFORMANCE

October 6, 2013

to

September 30, 2014

SECTION 4: APPROPRIATION DATA

| FISCAL YEAR | ORGANIZATION | FUND | PROJECT | SOC / PURPOSE | DOLLAR AMOUNT |
|--------------------------|--------------|------------|----------|----------------------|---------------|
| 2014 | D51 | AFF-B-OP-1 | JLEOTFS4 | 25302 - TFO Overtime | \$12,000.00 |
| Total Obligation Amount: | | | | | \$12,000.00 |

SECTION 5: DESCRIPTION OF OBLIGATION

TFO Overtime

CFDA Number 16.111 - DOJ JLEO

SECTION 6: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:

Name: Denise Sanchez, SDUSM

Phone: 575-386-4208

E-mail: Denise.Sanchez@usdoj.gov

STATE/LOCAL CONTACT:

Name: Vince Pekluda

Phone: 575-525-1911

E-mail: vincentp@donaanacounty.org

SECTION 7: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: sfinley@usms.doj.gov

Digitally signed by sfinley@usms.doj.gov
DN: cn=sfinley@usms.doj.gov
Date: 2013.11.19 09:14:07 -0700

Date: 10/6/2013

Susan R. Finley, Management and Program Analyst

Chief Deputy or RFTF Commander - Obligation Approval:

Signature: aramos@usms.doj.gov

Digitally signed by aramos@usms.doj.gov
DN: cn=aramos@usms.doj.gov
Date: 2013.11.20 14:47:10 -0700

Date: 10/6/2013

Alex Ramos, CDUSM

Departmental Representative - Acknowledgement:

Signature: Vince S. Pekluda

Yvonne Aguirre
Vincent S. Pekluda

Date: 12/02/2013

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U.S. Department of Justice

United States Marshals Service

District of New Mexico

Albuquerque, NM 87102

MEMORANDUM TO: State and Local Law Enforcement Agency Partners

FROM: Conrad Candelaria
United States Marshal
District of New Mexico
Southwest Investigative Fugitive Task Force

SUBJECT: Joint Law Enforcement Operations Program Guidance

I would first like to take this opportunity to thank the Directors, Sheriffs and Chiefs who have committed their valuable resources in support of the United States Marshals Service's fugitive mission. I am convinced that this collaborative effort to locate and apprehend violent fugitives drastically reduces the crime rate in New Mexico. Our combined efforts led to the arrest of over 2100 federal, state and local fugitives last fiscal year.

As part of our fugitive apprehension mission, the United States Marshals Service (USMS) administers funds through the Joint Law Enforcement Operations (JLEO) program. The JLEO is funded through revenues deposited into the Department of Justice Assets Forfeiture Fund (AFF). JLEO funding is the source of overtime reimbursements made to your agency by the USMS for operations in support of fugitive apprehension. As you are aware, for the past several years, the USMS has made overtime reimbursements available to your agency in support of this very important mission. Over this time period, we have learned some very valuable lessons regarding best practices for invoicing overtime to ensure that JLEO funds are both properly accounted for and efficiently used. In short, we need to strengthen controls over JLEO funding so that it remains available to us. The bullets listed below will assist the USMS both with getting your agency reimbursed in an efficient manner and with properly accounting for the funding. As we start Fiscal Year 2014, your agency will be required to follow the procedures below to receive reimbursement. Please share this letter with your USMS Task Force Officer, your Task Force Officer's direct supervisor and timekeeper so that everyone is aware of these important new controls.

1. Your agency must have a current four page Memorandum of Understanding (MOU) on file.
2. Your agency is being provided with a form (USM-607) that needs to be signed by your agency's authorized representative. This form is an acknowledgement of the funds available to your agency for overtime reimbursement for the period of **October 6, 2013 through September 30, 2014**. No overtime funding was available prior to October 6,

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10.8

and therefore no overtime hours worked between October 1 and October 5 can be reimbursed.

3. Overtime reimbursement should be invoiced on a **monthly** basis. This new, very important control will better enable the USMS to project reimbursements and ensure that JLEO funds are used as efficiently as possible. Beginning October 1, 2013, the USMS will conduct quarterly audits of available JLEO funds. If your agency has not submitted regular reimbursement requests, a portion of your funding may be pulled back and distributed elsewhere. If this occurs, you will be provided with another form (USM-607A) that details the increase or decrease in funding. We strongly encourage the monthly submission of reimbursement requests so that your agency can take advantage of these funds.
4. The USMS will no longer be able to provide fuel funding.
5. JLEO funds are made available for state and local officer overtime salary expenses and shall not include any costs for benefits, such as retirement, FICA, and other expenses. State and Local task force officers can earn up to 25% of a GS-12, Step 1 (\$68,809.00) which remains **\$17,202.25**.
6. The USMS fiscal year ends September 30, 2014. All reimbursement requests for FY 2014 year must be submitted for processing by **November 15, 2014**.

Please understand that the above requirements have become necessary to properly track and account for this vital source of funding. If you have any questions about the above points, please contact SDUSM Denise Sanchez (Denise.Sanchez@usdoj.gov) (575) 386-4208 or Susan Finley (Susan.Finley@usdoj.gov) 505-462-2311.



MEMORANDUM OF UNDERSTANDING

U.S. Marshals Service Violent Offender Fugitive Task Force

SOUTHWEST INVESTIGATIVE FUGITIVE TEAM (SWIFT)

This memorandum of Understanding (MOU) is entered into by the *Dona Ana County Sheriff's Office* and the *United States Marshals Service (USMS)* pursuant to the Presidential Threat Protection Act of 2000 (Public Law 106-544, § 6, December 19, 2000, 114 Stat. 2718, 28 U.S.C. § 566 note). The Presidential Threat Protection Act of 2000 provides that, "the Attorney General shall, upon consultation with appropriate Department of Justice and Department of the Treasury law enforcement components, establish permanent Fugitive Apprehension Task Forces consisting of Federal, State, and local law enforcement authorities in designated regions of the United States, to be directed and coordinated by the United States Marshals Service, for the purpose of locating and apprehending fugitives."

1. Period of Performance: This MOU may be renewed annually based on written notification from the USMS on or about October 1 of each new fiscal year. Participating agencies may withdraw their participation after providing 30 days advance written notice to the Chief Deputy or Task Force Coordinator. Subject to availability of funds, this MOU will be renewed annually based on written notification from the U.S. Marshals Service.

2. Reimbursement: The *Marshals Service receives Asset Forfeiture funding* for either 1) overtime incurred by state and local investigators who provide full time support to Marshals Service district fugitive apprehension task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators. The USMS *shall* reimburse your organization for expenses incurred, depending on which category of funding is provided-section. An MOU must be signed and executed on or prior to the date of the Purchase Order which is the obligating document.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Overtime per law enforcement officer is capped at no more than \$15,572 per year. Reimbursement of for all types of expenses as defined above shall be contingent upon the submission of a proper invoice which shall be submitted on a quarterly fiscal year basis, and which provides the names of the investigators who incurred overtime for the district fugitive apprehension task force during the quarter; the number of overtime hours incurred; the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The invoice should be submitted to the USMS Chief Deputy or Task Force Coordinator, who will review the invoice, stamp and sign indicating that services were received and that the invoice is approved for payment. Invoices for equipment, supplies, training, fuel, and vehicle lease should provide supporting documentation including receipts.

Agencies within the District may join the task force at any time with the consent of the USMS and after consultation with the Task Force Advisory Committee. Agencies that wish to join will sign a copy of the existing MOU for the District. The addition of agencies to the District Task Force is contingent upon the availability of funds each fiscal year.

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10.10

3. Personnel and Supervision: The district task force will consist of law enforcement and administrative personnel from federal, state, and local enforcement agencies. Each participating agency may agree to assign at least one full-time law enforcement officer to the task force or conduct operations in an ad-hoc basis. Additional law enforcement officers may assist with task force operations as necessary.

Direction and coordination of the district task force shall be the responsibility of the USMS Chief Deputy. Subject to the needs of the task force, participating agencies may assign supervisory personnel to serve as group supervisors within the task force. Each group supervisor will be responsible for the operational supervision of a multi-agency group of federal, state, and local law enforcement officers assigned to the task force. The current task force, if applicable, will be integrated within SWIFT to formulate a joint task force with a greater scope of responsibility and wider area of coverage.

Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

4. Task Force Advisory Committee: A Task Force Advisory Committee, consisting of representatives of each participating agency, shall meet and confer as necessary to review and address issues concerning the district task force.

5. Vehicles and Equipment: Any vehicles, equipment, credentials, or other items issued to task force personnel by the USMS shall remain the property of the USMS at all times. Government vehicles shall be used only for official purposes and solely for the use in the performance of the task force. They shall not be used for transportation between residence and place of employment.

Any other equipment used by or assigned to task force officers will remain the property of the agency issuing the equipment and will be returned to that specific agency upon termination of the task force or upon agency request. Equipment and supplies purchased by the state and local agencies in support of full time state and local investigators assigned to the district fugitive apprehension task force will remain the property of that state or local agency.

Pending the availability of funding, each participating agency agrees to furnish one vehicle for use by the task force for each law enforcement officer assigned to the task force (unless a USMS owned or leased vehicle is assigned to the officer). Each agency is responsible for the fuel, maintenance and other expenses associated with the use of its vehicles. Pending the availability of funds and equipment, the USMS will issue USMS radios to each task force officer. Each participating agency agrees to provide mobile and/or handheld radio equipment capable of communicating on their law enforcement radio network. Pending the availability of funds, the USMS will furnish cellular telephones to be used for official district task force business.

6. Background Investigations and Special Deputation: Personnel assigned to the task force may be required to undergo background investigations in order to be provided access to USMS offices, records, and computer systems. In the event that such background investigations are required by the USMS for state or local personnel, the USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

7. Records, Reports, and Evidence: Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the SWIFT shall be retained by the agency in the SWIFT responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriated. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Task force statistics will be maintained in the USMS Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

8. Referral and Assignment of Cases: Each participating agency agrees to refer cases for investigation by SWIFT. Upon receipt of a written request, SWIFT may also assist non-participating law enforcement agencies in locating and arresting their dangerous fugitives. Task force personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Each participating agency retains responsibility for the cases they refer to SWIFT.

9. NCIC Entries: Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

10. Travel: Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force business. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.


11. Informants: Pending availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policies and procedures concerning confidential informants and protected sources.

12. Use of Firearms and Deadly Force: All members of SWIFT shall comply with their agency's guidelines concerning the use of firearms and deadly force. Copies of all applicable firearms and deadly force policies shall be provided to the Task Force Chief and each concerned task force officer.

13. News Media: Press conferences, press releases, and other statements to the media concerning task force arrests and operations shall be coordinated among all the participating agencies.

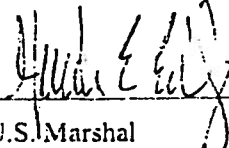
14. Release of Liability: Each agency shall be responsible for the acts or omissions of its personnel. Participating agencies or officers shall not be considered as the agent of any other participating agency. Nothing herein is intended to waive or limit sovereign immunity under federal or state statutory or constitutional law.

AGREED TO THIS 16th DAY OF January, 2009



Sheriff, Dona Ana County Sheriff's Office

Renewed effective THIS DATE
1/29/14
FOR Julia T. Brown, Esq., County Manager/ Date
Dona Ana County, NM



U.S. Marshal
District of New Mexico
United States Marshals Service

FORM USM-607 INSTRUCTIONS

The Joint Law Enforcement Operations Task Force Obligation Document is designed to provide district and regional fugitive task forces with one standard obligating form to record new obligations in UFMS. To adjust funding in an existing obligation, please refer to Form USM-607A, Joint Law Enforcement Operations Task Force Modification Document. Funding in support of the JLEO mission is pursuant to the existing Memorandum of Understanding (MOU) between the USMS and the JLEO participant. Reimbursements are subject to the availability of funds and contingent upon the submission of proper documentation. Please note that overtime reimbursements require the submission of agency invoices and supporting documentation on a quarterly basis.

In the event that the USMS will use a payment method OTHER than reimbursement directly to the state or local agency, additional guidance will be provided by USMS Headquarters. The district or RFTF office is responsible for communicating payment procedures to their partnering agencies. All payments are made via Electronic Funds Transfer (EFT) through the U.S. Department of Treasury.

SECTION 1: Obligation Number

- A. Enter UFMS Document Control Number.

SECTION 2: Participating Agencies

- A. BOX 1: Enter name of state or local JLEO participating agency.
- B. BOX 2: Use drop down menu to select appropriate USMS District/RFTF.

SECTION 3: Period of Performance

- A. Insert valid period of performance for the obligation. Obligations created using the one-page JLEO Task Force Obligation Form may not cross fiscal years. If there is a need to cross fiscal years, please utilize a Purchase Order for the obligation.
- B. Period of performance must begin no earlier than the date of funds availability (provided by IOD and the Asset Forfeiture Division) and end no later than September 30 of the following calendar year.

SECTION 4: Appropriation Data

- A. Enter information across appropriate field for all items being obligated. All fields for a line item must be completed in order to proceed to the next step.
- B. Project Codes: District task force obligations are funded under the JLEOTFS4 project code for a JLEO obligation. RFTF project codes have been assigned by region and will be entered by Headquarters IOD staff.

SECTION 5: Description of Obligation

- A. Enter description of obligation (optional). Include any pertinent information such as number of TFO vehicles, for example.

SECTION 6: Contact Information

- A. Enter District/RFTF contact information (Box 1) and State/Local contact information (Box 2).

SECTION 7: Authorization

- A. Certification of Funds: Signature will be applied by USMS District official or IOD representative (RFTF) after the Asset Forfeiture Division has confirmed that funds have been moved into the budget.
- B. Obligation Approval: Signature will be applied by District or RFTF representative upon receipt of obligation document. To ensure sufficient internal controls and proper segregation of duties, the district/RFTF representative approving obligation forms cannot also approve invoices or reimbursements related to the same obligation. (See U.S. Office of Management and Budget (OMB) Circular A-123 and USMS Office of Finance guidance for further information regarding internal controls.)
- C. Acknowledgement: Signature will be applied by state or local agency representative. The obligation is not valid until all parties have signed. When completed, the form will be returned to the District/RFTF office. Districts are responsible for entering obligations into UFMS. RFTF obligations will be forwarded to Headquarters IOD to be entered into UFMS.

Vincent Pohluda

From: PHILLIPS, STEVEN B [STEVEN.B.PHILLIPS@CBP.DHS.GOV]
Sent: Friday, August 15, 2014 9:09 AM
To: Vincent Pohluda
Subject: Fw: Emailing: OPSG NM 14 EPTDNM 01-002-V0 Dona Ana.pdf, Denial Letter FY 12 14-EPTDMN-01-002 V0.docx
Attachments: OPSG NM 14 EPTDNM 01-002-V0 Dona Ana.pdf; Denial Letter FY 12 14-EPTDMN-01-002 V0.docx

Looks like FEMA finally provided their answer on the initial FY12 op order. hopefully, the rest should come in short order.

Steven Phillips WC
EPT/DNM
Office: 575-544-6110
Cell: 505-659-6769

----- Original Message -----

From: Montoya, Adolfo, DHSEM [<mailto:Adolfo.Montoya@state.nm.us>]
Sent: Friday, August 15, 2014 08:05 AM
To: PHILLIPS, STEVEN B
Subject: FW: Emailing: OPSG NM 14 EPTDNM 01-002-V0 Dona Ana.pdf, Denial Letter FY 12 14-EPTDMN-01-002 V0.docx

Good morning,

FYI

-----Original Message-----

From: Finney, Dale [<mailto:Dale.Finney@fema.dhs.gov>]
Sent: Friday, August 15, 2014 7:51 AM
To: Montoya, Adolfo, DHSEM
Cc: FEMA-OPSG; Vernetti, Julie
Subject: Emailing: OPSG NM 14 EPTDNM 01-002-V0 Dona Ana.pdf, Denial Letter FY 12 14-EPTDMN-01-002 V0.docx

Good Morning,

The attached letter is a denial letter for 14 EPTDMN-01-002-V0. This is the operations order that was being used to fund the records management system for the Sheriff's Department there in Dona Ana County.

Yesterday, I received a large "bolus" of operations orders- I believe there were about 7. I see that these are FY 2012- as such I will be moving very quickly through these operations orders so as to get a fast turnaround.

Dale P. Finney
Program Analyst, Western Division
DHS/FEMA
800 K Street, NW
Washington, DC 20472-3625
(202) 786-9625
(202) 786-9921 fax
(202) 236-9308 cell

Your message is ready to be sent with the following file or link attachments:

OPSG NM 14 EPTDNM 01-002-V0 Dona Ana.pdf Denial Letter FY 12 14-EPTDMN-01-002 V0.docx

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Vince's copy



U.S. Department of Justice

United States Marshals Service

District of New Mexico

Albuquerque, NM 87102-3155

February 13, 2014

Vincent Pokluda
Dona Ana County Sheriff's Dept
845 N Motel
Las Cruces, NM 88007-8138

Dear Vincent Pokluda:

As you are aware, for the past several years, the USMS has made overtime reimbursements available to your agency in support of fugitive apprehension through JLEO funding. Over time we have learned some very valuable lessons regarding best practices for invoicing overtime to ensure that JLEO funds are both properly accounted for and efficiently used. In short, we must strengthen controls over JLEO funding so that it remains available to us. Therefore, we are requiring that your agency submit reimbursement invoices on a monthly basis and use your allotted funding no later than August 15, 2014. Funding not spent by that deadline will be pulled back and distributed elsewhere. This process will allow the USMS to ensure that JLEO funds are used as efficiently as possible. Please note that to date your agency has expended \$0.00 of its funding leaving a balance of \$12,000.00.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Candelaria".

Conrad Candelaria
United States Marshal
District of New Mexico

10.16

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #: M-14-D51-O-000153

SECTION 2: PARTICIPATING AGENCIES

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:

DONA ANA COUNTY SHERIFF'S OFFICE

and

District of New Mexico (51)

All other terms and conditions of the MOU remain the same.

SECTION 3: PERIOD OF PERFORMANCE

October 6, 2013 to September 30, 2014

SECTION 4: APPROPRIATION DATA

| FISCAL YEAR | ORGANIZATION | FUND | PROJECT | SOC / PURPOSE | DOLLAR AMOUNT |
|--------------------------|--------------|------------|----------|----------------------|---------------|
| 2014 | D51 | AFF-B-OP-1 | JLEOTFS4 | 25302 - TFO Overtime | \$12,000.00 |
| Total Obligation Amount: | | | | | \$12,000.00 |

SECTION 5: DESCRIPTION OF OBLIGATION

TFO Overtime

CFDA Number 16.111 - DOJ JLEO

SECTION 6: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:

Name: Denise Sanchez, SDUSM
Phone: 575-386-4208
E-mail: Denise.Sanchez@usdoj.gov

STATE/LOCAL CONTACT:

Name: Vince Pokluda
Phone: 575-525-1911
E-mail: vincentp@donaanacounty.org

SECTION 7: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: stinley@usms.doj.gov

Susan R. Finley, Management and Program Analyst

Date: 10/6/2013

Chief Deputy or RFTF Commander - Obligation Approval:

Signature: aramos@usms.doj.gov

Alex Ramos, CDUSM

Date: 10/6/2013

Departmental Representative - Acknowledgement:


Signature: *Vincent S. Pokluda*

Vincent S. Pokluda
Vincent S. Pokluda

Date: 12/02/2013

**DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200


Sheriff's Office
Initiating Department

Todd Garrison, Sheriff
Contact Person

September 9, 2014
Meeting Date

11
Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED

ACCEPT THE FEDERAL AWARD OF EQUIPMENT FROM U.S. DEPARTMENT OF JUSTICE U.S. MARSHALS JOINT LAW ENFORCEMENT OPERATIONS (JLEO) AGREEMENT FOR FY 14 (FEDERAL) AND DELEGATE SIGNATURE AUTHORITY TO THE COUNTY MANAGER TO AMEND AND RENEW ALL RELATED DOCUMENTS

SUMMARY OF ITEM TO BE CONSIDERED

INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The Dona Ana Sheriff's Office was awarded a new vehicle under the U.S. Department of Justice (DOJ) U.S. Marshal's Service (USMS) Joint Law Enforcement Operations agreement for FY 14 (Federal). This vehicle is to be used for operations directly associated with this initiative. Staff requests that the BOCC approve and accept the award. Additionally, staff requests authorization for the County Manager to have signature authority over the related contract documents, amendments, and renewals.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Copy of the Award Agreement

SUMMARY OF FINANCIAL IMPACT

If this award is accepted, it will not increase the Sheriff's FY 15 Budget

ADMINISTRATIVE REVIEW AND APPROVAL


X Finance

___ Legal

X ___ County Manager/
Agenda Review

X ___ Purchasing

___ Human Resources

X ___ Assistant County Manager

___ Planning

___ Other

DOCUMENT CONTROL

Original/s for signature? **X** Yes ___ No For Recording? **X** Yes ___ No

Return original/s to: Vince Pokluda Name Sheriff's Office Dept.

Send copy of recorded original/s (resolution and ordinances only) to: _____ Name _____ Dept.

Deadline for return of document/s? Yes, return by: September 23, 2014 or ___ No

**Doña Ana County
Executive Summary
Acceptance of Agreement Funding
United States Marshal's Service
Southwest Investigative Force Team Initiative
Joint Law Enforcement Operations (JLEO)
AG. Order: 1533K8-4190-D51C**

Introduction

This vehicle award was received on June 18, 2014 via email from U.S. Marshal Coordinator, Denise Sanchez. The original MOA was signed by Sheriff Garrison in January 2009. As is the custom with Federal Agreements, they are revised and renewed with every new presidential administration. This agreement reiteration provides for the award of equipment through our current award, dated February 13, 2014. There is no cost to the County of Doña Ana

Budget Narrative

Agreement Award of Equipment – One Ford Explorer, Oxford White, VIN:1FM5K8B84FGA67004

There are no other line items funded.

Vincent Pekluda

From: Sanchez, Denise (USMS) [Denise.Sanchez@usdoj.gov]
Sent: Wednesday, June 18, 2014 2:29 PM
To: Todd Garrison
Cc: Garcia, Fred (USMS); Sanchez, Denise (USMS); Vincent Pekluda
Subject: FW: FY 2014 JLEO vehicle Purchase
Attachments: FY14_JLEO_Vehicle_Options_Final.xlsx; FY14_JLEO_Vehicle_Instructions.docx; FY14_JLEO_Vehicle_Order_Form_Fillable.doc

Sheriff Garrison,

Your agency has been selected to receive a new vehicle that will be purchased with JLEO funding and given to your agency by the USMS. Attached is a list of vehicles to choose from. Also, attached is the order form. When you fill out the order form, use me as the USMS contact. There is no cost to your agency.

Send the completed form to me as soon as you are able so that we can get the order in.

If you aren't the contact person, please let me know who it is so I can work with them on this.
If your agency is unable to accept the vehicle, let me know.

Thank you;

*Denise Sanchez
Supervisory Deputy U. S. Marshal
Enforcement
District of New Mexico
Las Cruces Sub Office
575-386-4208 ofc
575-386-4281 fax*

From: Garcia, Fred (USMS)
Sent: Wednesday, June 18, 2014 10:17 AM
To: Sanchez, Denise (USMS)
Subject: FY 2014 JLEO vehicle Purchase
Importance: High

Denise,

Thanks,

Fred J. Garcia
Supervisory Deputy United States Marshal
United States Marshals Service
District of New Mexico
505/938-7537 (desk)
505/238-3801 (cell)

FY14 JLEO Task Force Vehicle Purchases

The funding to provide vehicles to state and local Joint Law Enforcement Operations participants has been approved and allocated for FY14. The ordering process will be the same as in FY13 – please review the important points below:

- 1) Vehicles will not be delivered directly to the recipients. GSA has a network of dealers that receives cars for them and the delivery location will be the closest GSA-associated dealership to the address provided by the state and local agencies. **To avoid issues with dealerships failing to contact recipients when a vehicle is delivered, IOD staff will be monitoring the vehicle shipment status and will notify district/RFTF POC's when a vehicle is shown as delivered in GSA's system.**
- 2) Agencies must provide a “responsible party” signature on the form to designate someone who will receive the vehicle at the dealership and work with their motor pool to make sure all of their internal requirements are met to incorporate the new vehicle. This can be a motor vehicle officer, the task force officer, or any other person who is authorized to assume this duty.
- 3) **As in the last round, the mailing information provided for the agency will be the information that appears on the vehicle paperwork UNLESS alternate information is provided.**

****If an agency will be titling the vehicle under a different form of their name or with a different address they MUST provide this information in Section 3 of the order form to ensure the correct info appears on the Certificate of Origin. Please ask TFO's to check with motor vehicle officers to make sure the mailing/titling information is correct before submitting an order. ****
- 4) **Titling, registration and insurance of the vehicles are the state and local agencies' responsibility.** Vehicles must be incorporated into the state/local motor pool – the USMS does not assume any ownership over JLEO vehicles. Questions regarding titling/registration should be directed to state-specific Motor Vehicles Divisions.

Ordering Instructions:

- Select a vehicle from the list provided by the USMS.
- Complete the vehicle order form with the selected option number, make/model, color choice, and engine block heater option (check if an engine block heater is desired – generally very cold climates only).
- Review the mailing/titling information with motor pool and have MVO/Responsible Party sign to verify that it is correct.
- Check the form to make sure every field is complete. Incomplete orders will be rejected and will not be filled unless corrected by the order deadline.
- Submit to the USMS Point of Contact for the district or RFTF.
- Vehicle paperwork (Certificate of Origin) will be mailed directly to state/local agencies at the address provided. PLEASE ENSURE ADDRESS INFORMATION IS CORRECT.

FREQUENTLY ASKED QUESTIONS:

- 1) **WE WOULD LIKE TO REQUEST DIFFERENT OPTIONS ON THE VEHICLE THAN ARE SHOWN ON THE ORDERING LIST – CAN WE CUSTOMIZE THE CARS AT ALL?**

Due to the maximum purchase price that has been set for JLEO vehicles, it is impossible to add options that do not appear on the ordering list. All the included cars have been priced with as many available options as

11.4

possible without exceeding the \$27,000 limit. If you would like to request that a particular option be eliminated, please ask before you place your order and we can try to reprice the vehicle without the item.

2) HOW LONG WILL IT BE BEFORE THE VEHICLE IS DELIVERED?

GSA normally estimates a delivery timeframe of 90-120 days. FY13 orders were generally shipped within 90 days. The period in which IOD orders cars falls between model year updates for manufacturers, so vehicles with a prior (2014) model year will likely arrive more quickly than vehicles with a new (2015) model year. 2015 vehicles are still in production and the build process takes a bit longer – expect 2015 vehicles to be in the 120-140 day shipment range.

3) WE ORDERED A VEHICLE IN FY13 AND THE RECEIVING DEALERSHIP DID NOT CONTACT ANYONE TO PICK IT UP – HOW DO WE KNOW WHEN THE CAR HAS BEEN DELIVERED?

There were several instances in FY13 where dealerships neglected to contact POC's to pick up vehicles. To avoid this in FY14, IOD staff will be monitoring orders through vehicle shipment and will contact district/RFTF POC's when a delivery date is entered in GSA's system.

4) WE SUBMITTED AN ORDER FORM TO IOD, HOW DO WE KNOW WHEN THE ORDER HAS BEEN PLACED WITH GSA?

Orders are placed as soon as possible, usually within 1-2 days after IOD receives them. Once GSA has processed the order through their AutoChoice system an email confirmation is generated with a file attachment that serves as the invoice for the order. This confirmation must be provided when picking up the vehicle upon delivery, and it will also be needed as proof of purchase for titling/registration.

If the Responsible Party listed on the order has not received an email confirmation within 5-7 business days after an order is submitted, please let your USMS supervisor know immediately. IOD can easily generate copies of these documents and provide them as needed.

5) WHAT IS A CERTIFICATE OF ORIGIN (COV OR MCO) AND WHERE DO WE GET THAT?

Certificates of Origin are the legal proof of ownership and will be required in order to title or register the vehicle. These documents are sent from the manufacturers to the address that is provided on the order form.

Certificates of Origin are mailed as soon as the vehicle has been produced and should arrive well before the vehicle is delivered to a dealership. If you have not received a Certificate of Origin when you are notified that the vehicle is delivered, please contact your USMS supervisor immediately.

6) WE NEED THE PAPERWORK MAILED TO A DIFFERENT ADDRESS THAN THE ONE THAT WILL BE ON THE VEHICLE DOCUMENTS – WHAT DO WE DO?

For FY14 a new field has been added to the order form to address this. In Section 2 of the form, please list the mailing address for paperwork, and make sure whoever receives the mail is aware that vehicle paperwork is coming in. (Paperwork comes directly from the manufacturers – Ford, GM, Chevy or Dodge).

If a different address or form of the state/local agency name must appear on the Certificate of Origin (or on titling/registration documents), please list this address in Section 3. Confirm this information with motor vehicle officer (or whoever processes vehicle registrations) before submitting your order.

7) THE DEALERSHIP SAID THAT THEY WILL NOT PROVIDE A TITLE OR REGISTRATION FOR THE VEHICLE, WHAT SHOULD WE DO?

Dealerships working with GSA are not acting in their normal selling role and cannot process vehicle paperwork because they are not a party in the transaction. Most will not provide plates, either. State/local agencies must obtain the title/registration through their state Motor Vehicles Division and make arrangements for temporary plates if necessary. **It is VITALLY important that state/local agencies make sure they have received the Certificate of Origin from the manufacturer BEFORE they pick up the car.**

8) THE DEALERSHIP ASKED FOR A FEE TO RELEASE THE VEHICLE – HOW DO THEY GET PAID?

The USMS or the state/local agency picking up a car is NOT responsible for delivery fees and should not make an additional payment to a dealership under any circumstance. All the dealerships that receive GSA vehicles are entitled to a courtesy delivery fee which is paid by GSA. These fees are prepaid as part of the vehicle order and GSA is responsible for payments to the receiving dealership. **If a dealership has questions about how to receive their courtesy fee, please provide them with a copy of the vehicle order and direct them to call GSA at 703-605-CARS (2277).**

9) WE WENT TO PICK UP THE VEHICLE AND IT IS NOT WHAT WE ORDERED/OPTIONS DO NOT SEEM CORRECT – WHAT SHOULD WE DO?

Please CAREFULLY inspect the vehicle before accepting it at the dealership. Bring a copy of your original order form, the Certificate of Origin, and the GSA order confirmation. If anything does not seem correct, DO NOT take delivery. Contact your USMS supervisor so that we may notify GSA of any problems.

Once you have taken delivery of the car, the dealership and the manufacturer are not required to address any issues with the included options. This means that if you thought you were supposed to have a backup camera, power seats, upgraded engine, etc. included on the vehicle and something is not there, we **MUST** address that before you claim the car. (This does not apply to manufacturing defects or any warranty item).

10) WHO SHOULD WE CONTACT WITH ADDITIONAL QUESTIONS?






Please contact your local USMS supervisor with any questions or issues that arise. If issues need to be escalated to GSA, the USMS will work with our designated GSA contacts for a resolution.








FY14 JLEO Vehicle Options

All vehicles include deactivated daytime running lights as a law enforcement option. There are no law enforcement specific models available this year, therefore all models are street appearance vehicles.

Refer to manufacturer websites for color samples. Pictures are provided for illustrative purposes and may not depict the exact vehicle you receive.

GM Vehicles - GM provides a two-year maintenance program as standard. Maintenance must be performed at GM dealer - see receiving dealership or GM website for details.

| Vehicle Type | JLEO Option | GSA Standard Item No. | Manufacturer | Model | Info | Included Options | Engine Block Heater Available | Colors |
|---|-------------|-----------------------|------------------|-------------------|---|--|-------------------------------|---|
| Sedans | | | | | | | | |
|  | 1 | 10B | Dodge (Chrysler) | Charger RT | 8 cyl. 370 HP 487 g CO2/mile 2014 Model Year | Bluetooth Compatible System Dark Tinted Glass Automatic Vehicle Stability Control Increased Power Engine - 8 cyl./5.7L HEMI Remote Keyless Start (Included with RT package) | YES | GRANITE JAZZ BLUE BILLET SILVER BRIGHT WHITE PITCH BLACK TORRID (RED) |
|  | 2 | 10B | Ford | Taurus SE | 6 cyl. 263 HP 393 g CO2/mile 2015 Model Year | Bluetooth Compatible System with Ford Sync Automatic Vehicle Stability Control Fold Flat Rear Seat Backup Camera Adjustable Operating Pedals (Included with Backup Camera package) E85 Flex Fuel Vehicle | YES | DARK SIDE METALLIC CARIBOU BRONZE FIRE MAGNETIC DEEP IMPACT BLUE METALLIC TUXEDO BLACK METALLIC INGOT SILVER METALLIC OXFORD WHITE |
| VAN/WAGON (4x2) | | | | | | | | |
|  | 3 | 20 | Dodge (Chrysler) | Grand Caravan SXT | 6 cyl. 283 HP 444 g CO2/mile 2015 Model Year | Bluetooth Compatible System Dark Tinted Glass Navigation System Stow-n-Go Seating Security Alarm Power Driver's Seat Adjustable Operating Pedals E85 Flex Fuel Vehicle Backup Camera/Reverse Obstacle Sensor | YES | MAXIMUM STEEL TRUE BLUE DEEP CHERRY RED CASHMERE REDUNE BILLET SILVER BRIGHT WHITE BRILLIANT BLACK |
| SUV (4x2) | | | | | | | | |
|  | 4 | 91 | GM | Terrain | 6 cyl. 301 HP 443 g CO2/mile 2015 Model Year | Bluetooth Compatible System Navigation System Backup Camera/Reverse Obstacle Sensor Increased Power Engine - 6 cyl, 301 HP Power Driver's Seat Lane Departure Warning/Forward Collision Alert Included with backup system | YES | QUICKSILVER MET. WHITE ASHEN GRAY MET. CHAMPAGNE SILVER MET. ATLANTIS BLUE MET. IRIDIUM MET. |
|  | 5 | 100A | Ford | Explorer (Base) | 6 cyl. 290 HP 429 g CO2/mile 2015 Model Year | Bluetooth Compatible System with Ford Sync Dark Tinted Glass Reverse Obstacle Sensor E85 Flex Fuel Vehicle | YES | DEEP IMPACT BLUE TUXEDO BLACK MET. INGOT SILVER MET. OXFORD WHITE |

| <u>Vehicle Type</u> | <u>JLEO Option</u> | <u>GSA Standard Item No.</u> | <u>Manufacturer</u> | <u>Model</u> | <u>Info</u> | <u>Included Options</u> | <u>Engine Block Heater Available</u> | <u>Colors</u> |
|---|--------------------|------------------------------|---------------------|---|---|--|--------------------------------------|--|
| SUV (4x4/AWD)  | 6 | 96 | GM | Terrain g CO2/mile Model Year | 6 cyl. 301 HP 468 2015 | Bluetooth Compatible System Backup Camera/Reverse Obstacle Sensor Power Driver's Seat Increased Power Engine - 6 cyl., 301 HP Lane Departure Warning/Forward Collision Alert Included with backup system | NO | QUICKSILVER MET. WHITE ASHEN GRAY MET. IRIDIUM MET. SILVER SKY MET. CHAMPAGNE SILVER MET. ATLANTIS BLUE MET. |
|  | 7 | 105A | Ford | Explorer (Base) g CO2/mile Model Year | 6 cyl. 290 HP 450 2015 | Bluetooth Compatible System with Ford Sync Dark Tinted Glass Reverse Obstacle Sensor E85 Flex Fuel Vehicle | YES | DEEP IMPACT BLUE TUXEDO BLACK MET. INGOT SILVER MET. OXFORD WHITE |
|  | 8 | 99 | Chevrolet | Equinox 1LT g CO2/mile Model Year | 6 cyl. 301 HP 468 2015 | Bluetooth Compatible System Backup Camera Increased Power Engine - 6 cyl, 301 HP | YES | SILVER ICE MET. WHITE ASHEN GRAY MET. TUNGSTEN MET. SILVER TOPAZ MET. CHAMPAGNE SILVER MET. ATLANTIS BLUE MET. |
|  | 9 | 96B | Dodge | Durango SXT g CO2/mile Model Year | 6 cyl. 290 HP 415 2014 | Bluetooth Compatible System Power Driver's Seat E85 Flex Fuel Vehicle | YES | MAXIMUM STEEL GRANITE TRUE BLUE SANDSTONE DEEP CHERRY RED BILLET SILVER BRIGHT WHITE BRILLIANT BLACK |
| Pickups (4x2) - Crew Cab | | | | | | | | |
|  | 10 | 50 | Ford | F150 XL g CO2/mile Model Year *5.5' bed length standard* | 6 cyl. Ecoboost 365 HP 484 2014 | Bluetooth Compatible System with Ford Sync Backup Camera Reclining Bucket/Captains' Chairs OEM Spray-on Bed Liner Sliding Rear Window Dark Tinted Glass Automatic Vehicle Stability Control Increased Power Engine - 6 cyl. Ecoboost/365 HP/420 torque E85 Flex Fuel Vehicle | YES | VERMILLION RED BLUE JEANS TUXEDO BLACK INGOT SILVER STERLING GRAY MET. GREEN GEM OXFORD WHITE |
| Pickups (4x4) - Crew Cab | | | | | | | | |
|  | 11 | 55 | Dodge (Chrysler) | Ram 1500 Tradesman g CO2/mile Model Year *5.7' bed length standard* | 6 cyl. 290 HP 474 2014 | Bluetooth Compatible System Automatic Vehicle Stability Control Remote Keyless Entry OEM Spray-on Bed Liner Backup Camera/Reverse Obstacle Sensor E85 Flex Fuel Vehicle | YES | MAXIMUM STEEL TRUE BLUE BLUE STREAK GRANITE WESTERN BROWN PRAIRIE FLAME RED DEEP CHERRY RED BRIGHT SILVER BLACK GOLD BRIGHT WHITE BLACK |
|  | 12 | 55 | Ford | F150 XL g CO2/mile Model Year *5.5' bed length standard* | 8 cyl. FFV 360 HP 542 2014 | Bluetooth Compatible System with Ford Sync Automatic Vehicle Stability Control Remote Keyless Entry Rear Window Defrost Reclining Bucket/Captains' Chairs E85 Flex Fuel Vehicle | YES | VERMILLION RED BLUE JEANS TUXEDO BLACK INGOT SILVER STERLING GRAY MET. GREEN GEM OXFORD WHITE |

PLEASE NOTE:

- 1) Vehicles delivered to AZ, CA, CT, MA, ME, MD, NJ, NY, OR, PA, RI, VT, WA may not be able to use E85 fuel and manufacturers may deliver gas-only engine in lieu of Flex Fuel engine**
- 2) Vehicles ordered under the JLEO program are the property of the state/local agencies receiving the vehicles. The USMS has no ownership of these vehicles at any time; titling and registration are the responsibility of the receiver.
- 3) Vehicles ordered through GSA's AutoChoice system are shipped directly from the manufacturers to the dealerships. The dealership receives a courtesy fee from GSA and should not charge any additional fees upon delivery.
- 4) Vehicle ownership is determined by the Certificate of Origin, which will be mailed DIRECTLY to the receiving state/local agency. Please make sure the mailing address provided is accurate and POC's are aware of the paperwork.
- 5) The dealerships receiving these vehicles are NOT the sellers. Payment is made directly from GSA to the manufacturers and the receiving state/local agencies are deemed the first owners of the vehicles on the Certificate of Origin.
- 6) Odometer disclosures are required by most states' Motor Vehicles Divisions. These are on the back of the Certificate of Origin and can be completed by the agency receiving the vehicles as the first owners of record.

**Delivery times may vary but should not be longer than 120 days from the date the vehicle is ordered. If you have ordered and do not receive a call to pick up your vehicle after 120 days, please contact your local USMS supervisor immediately so that we may check the status.

**Model year 2015 vehicles may require additional delivery time.

Vincent Pohluda

From: Gregory Garland
Sent: Monday, July 14, 2014 2:25 PM
To: Vincent Pohluda
Subject: FW: CONSIGNEE RPN-N-IP703 fcoh8s-c03
Attachments: cSCRATCHFILEeMailCon.txt

Just to confirm Vince. Does the order look correct with the request you submitted? Please advise.

Captain Greg Garland
Special Operations Commander
Dona Ana County Sheriff's Department
845 N. Motel Blvd.
Las Cruces, NM 88007
(575) 525-8824 : Office
(575) 202-1503 : Cell
e-mail: gregoryga@donaanacounty.org

Confidentiality Notice: This communication including any and all attachments may contain information that is CONFIDENTIAL, LEGALLY PRIVILEGED or LAW ENFORCEMENT SENSITIVE. It is for the sole use of the intended recipient(s). Any unauthorized interception, review, use, disclosure or distribution is prohibited by law unless specifically exempted under the New Mexico Inspection of Public Records Act. If you have received this message in error, please contact the sender and delete or destroy all copies of the communication. Permission to forward or distribute anything from this communication to any non-law enforcement contacts must be sought thru the originator/originating agency of the information contained herein.

-----Original Message-----

From: MVDO.finalsgsa.gov [<mailto:MVDO.finalsgsa.gov>]
Sent: Monday, July 14, 2014 2:01 PM
To: Gregory Garland
Cc: MVDO.finalsgsa.gov
Subject: CONSIGNEE RPN-N-IP703 fcoh8s-c03

DO NOT REPLY TO THIS EMAIL. This email is automatically generated and the mail box is not monitored for incoming emails. Please reply to the point of contact listed on the MVDO.

REF. AG.ORDER: 1533K8-4190-D51C

Dear GSA Customer:

Attached is the MVDO for your vehicle order. Please review this order immediately. For inquiries or comments, For inquiries or comments, contact GSA AutomotiveCustomer Support at 703-605-CARS (2277) or send email to vehicle.buying@gsa.gov.

The GSA point of contact for each order is printed on the second to the last line on the attached file.

Note :

The columns in the attached file will be aligned properly if viewed in Notepad using the Courier 9-Point font.

In Notepad, click on the Edit menu and then click on Select All--this should highlight the entire file. Click on

the Format menu, then click on Font from the drop down screen. Select the Courier Font, Regular Font Style, and

Size 9 (if 9 is not available in your list, type 9 in the selection box).

cSCRATCHFILEeMailCon

MOTOR VEHICLE DELIVERY ORDER
(replaces GSA Form 8002)

ORDER NUMBER: RPN-N-IP703
DATE OF ORDER: 07-14-2014

AGENCY: JUSTICE DEPT

BUREAU: US MARSHALLS SRV

AGENCY/BUREAU CODE: 1525

AGENCY ORDER NO.: 1533K8-4190-D51C

REQUISITION NO.: 1533K8-4190-D51C

SUPP. ADDRESS:

SIGNAL CODE: A

FUND CODE: 88

DATE RECEIVED: 07-14-2014

LINE ITEM: 105A.1 STD ITEM NO.: 105A

4X4 SUV, INTERMEDIATE, 4 DR, 5 PASS, MI

QUANTITY: 1

Surcharge: 01.00%

Unit Selling Price: \$28,146.68

Total Selling Price: \$28,146.68

COLOR: 1=YZ=OXFORD WHITE

OPTIONS

DDRL E85 SRO SYNC

56E543

Capt. Greg Garland
575-202-1503

REQUISITIONER
DOJ - US Marshals Service
2604 Jefferson Davis Hwy

CONSIGNEE DELIVERY ADDRESS
Dona Ana County Sheriff's Office
Attn: Capt. Greg Garland
845 N. Motel Blvd.

Alexandria, VA 22301-
USA
Fax:
Email: amy.campos.heikes@usdoj.gov

Las Cruces, NM 88007-
USA
Fax:
Email: gregoryga@donaanacounty.org
MARK FOR:
TCN:

CONSIGNEE MAILING ADDRESS
Dona Ana County
845 N. Motel Blvd.

Las Cruces, NM 88007-
USA

CONTRACTOR
FORD MOTOR COMPANY
16800 EXECUTIVE PLAZA DRIVE
REGENT CT. 6N-2A

SFO: QMAA-JC-130015-N*05-21-2013

CONTRACT NO.: GS-30F BA008

DEARBORN, MI 48120-

DELIVERY: FOB Destination

ORIGIN/ASSEMBLY POINT:
DEARBORN, MI

INSPECTION: Region :

TIME FOR: Shipment 10-12-2014

DISCOUNT TERMS: AMOUNT: Net DAYS: 30

GSA Automotive (QMD), Wash. DC 20406 POC: DALLAS, BREWER 703-605-CARS(2277)
Mail Invoice to: GSA BCEB 1500 E Bannister Rd, Kansas City, P.O. Box 419018, MO 64141



U.S. Department of Justice

United States Marshals Service

District of New Mexico

Albuquerque, NM 87102-3155

February 13, 2014

Vincent Pokluda
Dona Ana County Sheriff's Dept
845 N Motel
Las Cruces, NM 88007-8138

Dear Vincent Pokluda:

As you are aware, for the past several years, the USMS has made overtime reimbursements available to your agency in support of fugitive apprehension through JLEO funding. Over time we have learned some very valuable lessons regarding best practices for invoicing overtime to ensure that JLEO funds are both properly accounted for and efficiently used. In short, we must strengthen controls over JLEO funding so that it remains available to us. Therefore, we are requiring that your agency submit reimbursement invoices on a monthly basis and use your allotted funding no later than August 15, 2014. Funding not spent by that deadline will be pulled back and distributed elsewhere. This process will allow the USMS to ensure that JLEO funds are used as efficiently as possible. Please note that to date your agency has expended \$0.00 of its funding leaving a balance of \$12,000.00.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Candelaria", is positioned above the typed name.

Conrad Candelaria
United States Marshal
District of New Mexico

11.12

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #: M-14-D51-O-000153

SECTION 2: PARTICIPATING AGENCIES

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:

DONA ANA COUNTY SHERIFF'S OFFICE

and

District of New Mexico (51)

All other terms and conditions of the MOU remain the same.

SECTION 3: PERIOD OF PERFORMANCE

October 6, 2013

to

September 30, 2014

SECTION 4: APPROPRIATION DATA

| FISCAL YEAR | ORGANIZATION | FUND | PROJECT | SOC / PURPOSE | DOLLAR AMOUNT |
|-------------|--------------|------------|----------|----------------------|---------------|
| 2014 | D51 | AFF-B-OP-1 | JLEOTFS4 | 25302 - TFO Overtime | \$12,000.00 |

Total Obligation Amount: **\$12,000.00**

SECTION 5: DESCRIPTION OF OBLIGATION

TFO Overtime

CFDA Number 16.111 - DOJ JLEO

SECTION 6: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:

Name: Denise Sanchez, SDUSM

Phone: 575-386-4208

E-mail: Denise.Sanchez@usdoj.gov

STATE/LOCAL CONTACT:

Name: Vince Pokluda

Phone: 575-525-1911

E-mail: vincentp@donaanacounty.org

SECTION 7: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: sfinley@usms.doj.gov

Digitally signed by sfinley@usms.doj.gov
DN: cn=sfinley@usms.doj.gov
Date: 2013.11.19 09:14:57 -0700

Date: 10/6/2013

Susan R. Finley, Management and Program Analyst

Chief Deputy or RFTF Commander - Obligation Approval:

Signature: aramos@usms.doj.gov

Digitally signed by aramos@usms.doj.gov
DN: cn=aramos@usms.doj.gov
Date: 2013.11.20 14:47:10 -0700

Date: 10/6/2013

Alex Ramos, CDUSM

Departmental Representative - Acknowledgement:

Signature: Vincent S. Pokluda

Xyenne Aguirre
Vincent S. Pokluda

Date: 12/02/2013

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Denise -
Cell

649-9544

11.13



U.S. Department of Justice

United States Marshals Service

District of New Mexico

Albuquerque, NM 87102

MEMORANDUM TO: State and Local Law Enforcement Agency Partners

FROM: Conrad Candelaria
United States Marshal
District of New Mexico
Southwest Investigative Fugitive Task Force

SUBJECT: Joint Law Enforcement Operations Program Guidance

I would first like to take this opportunity to thank the Directors, Sheriffs and Chiefs who have committed their valuable resources in support of the United States Marshals Service's fugitive mission. I am convinced that this collaborative effort to locate and apprehend violent fugitives drastically reduces the crime rate in New Mexico. Our combined efforts led to the arrest of over 2100 federal, state and local fugitives last fiscal year.

As part of our fugitive apprehension mission, the United States Marshals Service (USMS) administers funds through the Joint Law Enforcement Operations (JLEO) program. The JLEO is funded through revenues deposited into the Department of Justice Assets Forfeiture Fund (AFF). JLEO funding is the source of overtime reimbursements made to your agency by the USMS for operations in support of fugitive apprehension. As you are aware, for the past several years, the USMS has made overtime reimbursements available to your agency in support of this very important mission. Over this time period, we have learned some very valuable lessons regarding best practices for invoicing overtime to ensure that JLEO funds are both properly accounted for and efficiently used. In short, we need to strengthen controls over JLEO funding so that it remains available to us. The bullets listed below will assist the USMS both with getting your agency reimbursed in an efficient manner and with properly accounting for the funding. As we start Fiscal Year 2014, your agency will be required to follow the procedures below to receive reimbursement. Please share this letter with your USMS Task Force Officer, your Task Force Officer's direct supervisor and timekeeper so that everyone is aware of these important new controls.

1. Your agency must have a current four page Memorandum of Understanding (MOU) on file.
2. Your agency is being provided with a form (USM-607) that needs to be signed by your agency's authorized representative. This form is an acknowledgement of the funds available to your agency for overtime reimbursement for the period of **October 6, 2013 through September 30, 2014**. No overtime funding was available prior to October 6,

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and therefore no overtime hours worked between October 1 and October 5 can be reimbursed.

3. Overtime reimbursement should be invoiced on a **monthly** basis. This new, very important control will better enable the USMS to project reimbursements and ensure that JLEO funds are used as efficiently as possible. Beginning October 1, 2013, the USMS will conduct quarterly audits of available JLEO funds. If your agency has not submitted regular reimbursement requests, a portion of your funding may be pulled back and distributed elsewhere. If this occurs, you will be provided with another form (USM-607A) that details the increase or decrease in funding. We strongly encourage the monthly submission of reimbursement requests so that your agency can take advantage of these funds.
4. The USMS will no longer be able to provide fuel funding.
5. JLEO funds are made available for state and local officer overtime salary expenses and shall not include any costs for benefits, such as retirement, FICA, and other expenses. State and Local task force officers can earn up to 25% of a GS-12, Step 1 (\$68,809.00) which remains **\$17,202.25**.
6. The USMS fiscal year ends September 30, 2014. All reimbursement requests for FY 2014 year must be submitted for processing by **November 15, 2014**.

Please understand that the above requirements have become necessary to properly track and account for this vital source of funding. If you have any questions about the above points, please contact SDUSM Denise Sanchez (Denise.Sanchez@usdoj.gov) (575) 386-4208 or Susan Finley (Susan.Finley@usdoj.gov) 505-462-2311.

11.15



MEMORANDUM OF UNDERSTANDING

U.S. Marshals Service Violent Offender Fugitive Task Force

SOUTHWEST INVESTIGATIVE FUGITIVE TEAM (SWIFT)

This memorandum of Understanding (MOU) is entered into by the *Dona Ana County Sheriff's Office* and the *United States Marshals Service (USMS)* pursuant to the Presidential Threat Protection Act of 2000 (Public L. 106-544, § 6, December 19, 2000, 114 Stat. 2718, 28 U.S.C. § 566 note). The Presidential Threat Protection Act of 2000 provides that, "the Attorney General shall, upon consultation with appropriate Department of Justice and Department of the Treasury law enforcement components, establish permanent Fugitive Apprehension Task Forces consisting of Federal, State, and local law enforcement authorities in designated regions of the United States, to be directed and coordinated by the United States Marshals Service, for the purpose of locating and apprehending fugitives."

1. Period of Performance: This MOU may be renewed annually based on written notification from the USMS on or about October 1 of each new fiscal year. Participating agencies may withdraw their participation after providing 30 days advance written notice to the Chief Deputy or Task Force Coordinator. Subject to availability of funds, this MOU will be renewed annually based on written notification from the U.S. Marshals Service.

2. Reimbursement: The *Marshals Service receives Asset Forfeiture funding* for either 1) overtime incurred by state and local investigators who provide full time support to Marshals Service district fugitive apprehension task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators. The USMS *shall* reimburse your organization for expenses incurred, depending on which category of funding is provided-section. An MOU must be signed and executed on or prior to the date of the Purchase Order which is the obligating document.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Overtime per law enforcement officer is capped at no more that \$15, 572 per year. Reimbursement of for all types of expenses as defined above shall be contingent upon the submission of a proper invoice which shall be submitted on a quarterly fiscal year basis, and which provides the names of the investigators who incurred overtime for the district fugitive apprehension task force during the quarter; the number of overtime hours incurred; the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The invoice should be submitted to the USMS Chief Deputy or Task Force Coordinator, who will review the invoice, stamp and sign indicating that services were received and that the invoice is approved for payment. Invoices for equipment, supplies, training, fuel, and vehicle lease should provide supporting documentation including receipts.

Agencies within the District may join the task force at any time with the consent of the USMS and after consultation with the Task Force Advisory Committee. Agencies that wish to join will sign a copy of the existing MOU for the District. The addition of agencies to the District Task Force is contingent upon the availability of funds each fiscal year.

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11-16

3. Personnel and Supervision: The district task force will consist of law enforcement and administrative personnel from federal, state, and local enforcement agencies. Each participating agency may agree to assign at least one full-time law enforcement officer to the task force or conduct operations in an ad-hoc basis. Additional law enforcement officers may assist with task force operations as necessary.

Direction and coordination of the district task force shall be the responsibility of the USMS Chief Deputy. Subject to the needs of the task force, participating agencies may assign supervisory personnel to serve as group supervisors within the task force. Each group supervisor will be responsible for the operational supervision of a multi-agency group of federal, state, and local law enforcement officers assigned to the task force. The current task force, if applicable, will be integrated within SWIFT to formulate a joint task force with a greater scope of responsibility and wider area of coverage.

Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

4. Task Force Advisory Committee: A Task Force Advisory Committee, consisting of representatives of each participating agency, shall meet and confer as necessary to review and address issues concerning the district task force.

5. Vehicles and Equipment: Any vehicles, equipment, credentials, or other items issued to task force personnel by the USMS shall remain the property of the USMS at all times. Government vehicles shall be used only for official purposes and solely for the use in the performance of the task force. They shall not be used for transportation between residence and place of employment.

Any other equipment used by or assigned to task force officers will remain the property of the agency issuing the equipment and will be returned to that specific agency upon termination of the task force or upon agency request. Equipment and supplies purchased by the state and local agencies in support of full time state and local investigators assigned to the district fugitive apprehension task force will remain the property of that state or local agency.

Pending the availability of funding, each participating agency agrees to furnish one vehicle for use by the task force for each law enforcement officer assigned to the task force (unless a USMS owned or leased vehicle is assigned to the officer). Each agency is responsible for the fuel, maintenance and other expenses associated with the use of its vehicles. Pending the availability of funds and equipment, the USMS will issue USMS radios to each task force officer. Each participating agency agrees to provide mobile and/or handheld radio equipment capable of communicating on their law enforcement radio network. Pending the availability of funds, the USMS will furnish cellular telephones to be used for official district task force business.

6. Background Investigations and Special Deputation: Personnel assigned to the task force may be required to undergo background investigations in order to be provided access to USMS offices, records, and computer systems. In the event that such background investigations are required by the USMS for state or local personnel, the USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

7. Records, Reports, and Evidence: Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the SWIFT shall be retained by the agency in the SWIFT responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriated. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Task force statistics will be maintained in the USMS Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

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8. Referral and Assignment of Cases: Each participating agency agrees to refer cases for investigation by SWIFT. Upon receipt of a written request, SWIFT may also assist non-participating law enforcement agencies in locating and arresting their dangerous fugitives. Task force personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Each participating agency retains responsibility for the cases they refer to SWIFT.

9. NCIC Entries: Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

10. Travel: Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force business. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.


11. Informants: Pending availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policies and procedures concerning confidential informants and protected sources.

12. Use of Firearms and Deadly Force: All members of SWIFT shall comply with their agency's guidelines concerning the use of firearms and deadly force. Copies of all applicable firearms and deadly force policies shall be provided to the Task Force Chief and each concerned task force officer.

13. News Media: Press conferences, press releases, and other statements to the media concerning task force arrests and operations shall be coordinated among all the participating agencies.

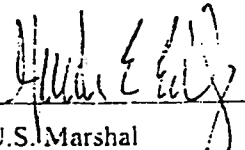
14. Release of Liability: Each agency shall be responsible for the acts or omissions of its personnel. Participating agencies or officers shall not be considered as the agent of any other participating agency. Nothing herein is intended to waive or limit sovereign immunity under federal or state statutory or constitutional law.

AGREED TO THIS 16th DAY OF January, 2009



Sheriff, Dona Ana County Sheriff's Office

Renewed effective THIS DATE
1/29/14
FOR Julia T. Brown, Esq., County Manager/ Date
Dona Ana County, NM



U.S. Marshal
District of New Mexico
United States Marshals Service

11.18

FORM USM-607 INSTRUCTIONS

The Joint Law Enforcement Operations Task Force Obligation Document is designed to provide district and regional fugitive task forces with one standard obligating form to record new obligations in UFMS. To adjust funding in an existing obligation, please refer to Form USM-607A, Joint Law Enforcement Operations Task Force Modification Document. Funding in support of the JLEO mission is pursuant to the existing Memorandum of Understanding (MOU) between the USMS and the JLEO participant. Reimbursements are subject to the availability of funds and contingent upon the submission of proper documentation. Please note that overtime reimbursements require the submission of agency invoices and supporting documentation on a quarterly basis.

In the event that the USMS will use a payment method OTHER than reimbursement directly to the state or local agency, additional guidance will be provided by USMS Headquarters. The district or RFTF office is responsible for communicating payment procedures to their partnering agencies. All payments are made via Electronic Funds Transfer (EFT) through the U.S. Department of Treasury.

SECTION 1: Obligation Number

- A. Enter UFMS Document Control Number.

SECTION 2: Participating Agencies

- A. BOX 1: Enter name of state or local JLEO participating agency.
- B. BOX 2: Use drop down menu to select appropriate USMS District/RFTF.

SECTION 3: Period of Performance

- A. Insert valid period of performance for the obligation. Obligations created using the one-page JLEO Task Force Obligation Form may not cross fiscal years. If there is a need to cross fiscal years, please utilize a Purchase Order for the obligation.
- B. Period of performance must begin no earlier than the date of funds availability (provided by IOD and the Asset Forfeiture Division) and end no later than September 30 of the following calendar year.

SECTION 4: Appropriation Data

- A. Enter information across appropriate field for all items being obligated. All fields for a line item must be completed in order to proceed to the next step.
- B. Project Codes: District task force obligations are funded under the JLEOTFS4 project code for a JLEO obligation. RFTF project codes have been assigned by region and will be entered by Headquarters IOD staff.

SECTION 5: Description of Obligation

- A. Enter description of obligation (optional). Include any pertinent information such as number of TFO vehicles, for example.

SECTION 6: Contact Information

- A. Enter District/RFTF contact information (Box 1) and State/Local contact information (Box 2).

SECTION 7: Authorization

- A. Certification of Funds: Signature will be applied by USMS District official or IOD representative (RFTF) after the Asset Forfeiture Division has confirmed that funds have been moved into the budget.
- B. Obligation Approval: Signature will be applied by District or RFTF representative upon receipt of obligation document. To ensure sufficient internal controls and proper segregation of duties, the district/RFTF representative approving obligation forms cannot also approve invoices or reimbursements related to the same obligation. (See U.S. Office of Management and Budget (OMB) Circular A-123 and USMS Office of Finance guidance for further information regarding internal controls.)
- C. Acknowledgement: Signature will be applied by state or local agency representative. The obligation is not valid until all parties have signed. When completed, the form will be returned to the District/RFTF office. Districts are responsible for entering obligations into UFMS. RFTF obligations will be forwarded to Headquarters IOD to be entered into UFMS.



MEMORANDUM OF UNDERSTANDING

U.S. Marshals Service Violent Offender Fugitive Task Force

SOUTHWEST INVESTIGATIVE FUGITIVE TEAM (SWIFT)

This memorandum of Understanding (MOU) is entered into by the *Dona Ana County Sheriff's Office* and the *United States Marshals Service (USMS)* pursuant to the Presidential Threat Protection Act of 2000 (Public L. 106-544, § 6, December 19, 2000, 114 Stat. 2718, 28 U.S.C. § 566 note). The Presidential Threat Protection Act of 2000 provides that, "the Attorney General shall, upon consultation with appropriate Department of Justice and Department of the Treasury law enforcement components, establish permanent Fugitive Apprehension Task Forces consisting of Federal, State, and local law enforcement authorities in designated regions of the United States, to be directed and coordinated by the United States Marshals Service, for the purpose of locating and apprehending fugitives."

1. Period of Performance: This MOU may be renewed annually based on written notification from the USMS, on or about October 1 of each new fiscal year. Participating agencies may withdraw their participation after providing 30 days advance written notice to the Chief Deputy or Task Force Coordinator. Subject to availability of funds, this MOU will be renewed annually based on written notification from the U.S. Marshals Service.

2. Reimbursement: The *Marshals Service receives Asset Forfeiture funding* for either 1) overtime incurred by state and local investigators who provide full time support to Marshals Service district fugitive apprehension task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators. The USMS *shall* reimburse your organization for expenses incurred, depending on which category of funding is provided-section. An MOU must be signed and executed on or prior to the date of the Purchase Order which is the obligating document.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Overtime per law enforcement officer is capped at no more that \$15, 572 per year. Reimbursement of for all types of expenses as defined above shall be contingent upon the submission of a proper invoice which shall be submitted on a quarterly fiscal year basis, and which provides the names of the investigators who incurred overtime for the district fugitive apprehension task force during the quarter; the number of overtime hours incurred; the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The invoice should be submitted to the USMS Chief Deputy or Task Force Coordinator, who will review the invoice, stamp and sign indicating that services were received and that the invoice is approved for payment. Invoices for equipment, supplies, training, fuel, and vehicle lease should provide supporting documentation including receipts.

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11.20

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Direction and coordination of the district task force shall be the responsibility of the USMS Chief Deputy. Subject to the needs of the task force, participating agencies may assign supervisory personnel to serve as group supervisors within the task force. Each group supervisor will be responsible for the operational supervision of a multi-agency group of federal, state, and local law enforcement officers assigned to the task force. The current task force, if applicable, will be integrated within SWIFT to formulate a joint task force with a greater scope of responsibility and wider area of coverage.

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7. Records, Reports, and Evidence: Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the SWIFT shall be retained by the agency in the SWIFT responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriated. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Task force statistics will be maintained in the USMS Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

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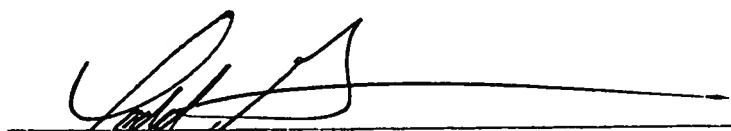
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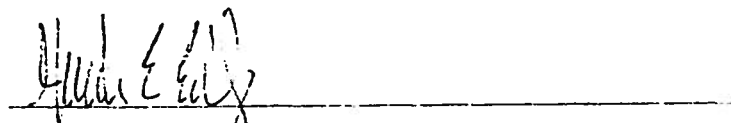
13. News Media: Press conferences, press releases, and other statements to the media concerning task force arrests and operations shall be coordinated among all the participating agencies.

14. Release of Liability: Each agency shall be responsible for the acts or omissions of its personnel. Participating agencies or officers shall not be considered as the agent of any other participating agency. Nothing herein is intended to waive or limit sovereign immunity under federal or state statutory or constitutional law.

AGREED TO THIS 16th DAY OF January, 2009



Sheriff, Dona Ana County Sheriff's Office



U.S. Marshal
District of New Mexico
United States Marshals Service



MEMORANDUM OF UNDERSTANDING VIOLENT OFFENDER TASK FORCE

SOUTHWEST INVESTIGATIVE FUGITIVE TEAM (SWIFT)

This Memorandum of Understanding (MOU) is entered into by the Dona Ana County Sheriff's Department and the United States Marshals Service (USMS) pursuant to the Presidential Threat Protection Act of 2000 (Public L. 106-544, § 6, December 19, 2000, 114 Stat. 2718, 28 U.S.C. § 566 note). The Presidential Threat Protection Act of 2000 provides that, "the Attorney General shall, upon consultation with appropriate Department of Justice and Department of the Treasury law enforcement components, establish permanent Fugitive Apprehension Task Forces consisting of Federal, State, and local law enforcement authorities in designated regions of the United States, to be directed and coordinated by the United States Marshals Service, for the purpose of locating and apprehending fugitives."

Terms and Conditions

1. Period of Performance: This MOU may be renewed annually based on written notification from the USMS, on or about October 1 of each new fiscal year. Participating agencies may withdraw their participation after providing 30 days advance written notice to the Chief Deputy or Task Force Coordinator. Subject to the availability of funds, this MOU will be renewed annually based on written notification from the U.S. Marshals Service.

2. Overtime Reimbursement: The USMS shall reimburse your organization for overtime hours. If overtime is compensated, the agency must submit within 30 days after receipt a fully executed MOU. Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Overtime per law enforcement officer is capped at no more than \$15,572 per year.

Reimbursement of overtime shall be contingent upon the submission of a proper invoice which shall be submitted on a quarterly fiscal year basis, and which provides the names of the investigators who incurred overtime for the Fugitive Task Force during the quarter; the number of overtime hours incurred; the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The invoice should be submitted to the USMS Chief Deputy or the Task Force Coordinator, who will review the invoice, stamp and sign indicating that services were received and that the invoice is approved for payment.

If overtime is to be paid from the Edward J. Byrne Memorial Justice Assistance Grant Program, approved overtime authorization forms and copies of payroll receipts must be submitted to the Task Force Coordinator, or his representative, on a quarterly basis.

11-23

Group supervisors are responsible for scheduling the duty hours of the personnel assigned to their group, subject to the supervision of the Task Force Coordinator and the availability of overtime compensation.

Agencies within the USMS District may join the task force at any time with the consent of the USMS and after consultation with the Task Force Advisory Committee. Agencies that wish to join will sign a copy of the existing MOU for the District.

3. Personnel and Supervision: The Task Force will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Each participating agency may agree to assign at least one full-time law enforcement officer to the task force. Other law enforcement officers may assist with task force operations as necessary.

Direction and coordination of the Task Force shall be the responsibility of the USMS Task Force Chief. Subject to the needs of the Task Force, participating agencies may assign supervisory personnel to serve as group supervisors within the task force. Each group supervisor will be responsible for the operational supervision of a multi-agency group of federal, state, and local law enforcement officers assigned to the task force. The current task force, if applicable, will be integrated within the Task Force to formulate a joint task force with a greater scope of responsibility and wider area of coverage.

Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

4. Task Force Advisory Committee: A Task Force Advisory Committee, consisting of representatives of each participating agency, shall meet and confer as necessary to review and address issues concerning the Task Force.

5. Vehicles and Equipment: Any vehicles, equipment, credentials, or other items issued to task force personnel by the USMS shall remain the property of the USMS at all times. Government vehicles shall be used only for official purposes and solely for use in the performance of the task force. They shall not be used for transportation between residence and place of employment. All vehicles and equipment must be returned to the USMS upon termination of the task force or the departure of any task force personnel.

Any other equipment used by or assigned to task force officers will remain the property of the agency issuing the equipment and will be returned to that specific agency upon termination of the task force or upon agency request.

Pending the availability of funding, each participating agency agrees to furnish one vehicle for use by the task force for each law enforcement officer assigned to the task force (unless a USMS owned or leased vehicle is assigned to the officer). Each agency is responsible for the fuel, maintenance, and other expenses associated with the use of its vehicles. Pending the availability of funds and equipment, the USMS will issue USMS radios to each task force officer. Each participating agency agrees to provide mobile and/or handheld radio equipment capable of

communicating on their law enforcement radio network. Pending the availability of funds, the USMS will furnish cellular telephones to be used for official Task Forces business.

6. Background Investigations and Special Deputation: Personnel assigned to the task force may be required to undergo background investigations in order to be provided access to USMS offices, records, and computer systems. In the event that such background investigations are required by the USMS for state or local personnel, the USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

7. Records, Reports, and Evidence: Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the Task Force shall be retained by the agency in the DTF responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Task force statistics will be maintained in the USMS Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

8. Referral and Assignment of Cases: Each participating agency agrees to refer cases for investigation by the Task Force. Upon receipt of a written request, the Task Force may also assist non-participating law enforcement agencies in locating and arresting their dangerous fugitives. Task force personnel will be assigned federal, state and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Each participating agency retains responsibility for the cases they refer to the Task Force.

9. NCIC Entries: Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

10. Travel: Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force business. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

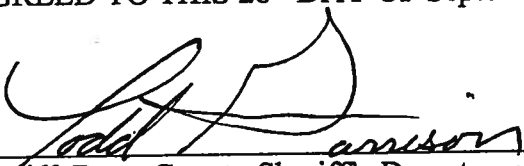
11. Informants: Pending availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policies and procedures concerning confidential informants and protected sources.

12. Use of Firearms and Deadly Force: All members of the Task Force shall comply with their agency's guidelines concerning the use of firearms and deadly force. Copies of all applicable firearms and deadly force policies shall be provided to the Task Force Chief and each concerned task force officer.

13. News Media: Press conferences, press releases, and other statements to the media concerning task force arrests and operations shall be coordinated among all participating agencies.

14. Release of Liability: Each agency shall be responsible for the acts or omissions of its personnel. Participating agencies or officers shall not be considered as the agent of any other participating agency. Nothing herein is intended to waive or limit sovereign immunity under federal or state statutory or constitutional law.

AGREED TO THIS 28th DAY OF September, 2007



Sheriff, Dona County Sheriff's Department



U.S. Marshal
District of New Mexico
United States Marshals Service

**DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

County Commission
Initiating Department

Commissioner Hancock
Contact Person

September 9, 2014
Meeting Date

12
Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED

**RESOLUTION ESTABLISHING DOÑA ANA COUNTY AS A
“SAFE COMMUNITY FOR ALL RESIDENTS”**

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The BOCC will consider a resolution declaring Doña Ana County to be a “Safe Community for All Residents.” The Resolution prohibits County personnel from disclosing the immigration status of County residents except in instances where such disclosure is required by federal or state law, regulations, or court order.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Proposed Resolution
Attachment 1- Questions and Answers

SUMMARY OF FINANCIAL IMPACT

None at this time

ADMINISTRATIVE REVIEW AND APPROVAL

| | | |
|--------------------------|-------------------------------|--|
| <u> </u> Finance | <u> </u> Legal | <u> </u> County Manager |
| <u> </u> Purchasing | <u> </u> Human Resources | <u> </u> Assistant County Manager |
| <u> </u> Planning | <u> </u> Other | |

DOCUMENT CONTROL

Original/s for signature? ☒ Yes For Recording? ☒ Yes
Return original/s to: Michelle Blackwell, County Management Department
Send copy of recorded original/s (resolution and ordinances only) to: Legal Dept.
Deadline for return of document/s? ☒ No

DOÑA ANA COUNTY RESOLUTION NO. 2014-_____

**A RESOLUTION CALLING FOR DOÑA ANA COUNTY EMPLOYEES
TO SUPPORT THE CONDITIONS NEEDED TO CREATE
“SAFE COMMUNITIES FOR ALL RESIDENTS”**

WHEREAS, the Doña Ana County Board of County Commissioners is charged with the public safety and general welfare of all residents of Doña Ana County; and

WHEREAS, a safe community is a place where people can go about their daily activities without fear, or undue risk of harm or injury; and

WHEREAS, perceptions of safety—from the view point of each resident—affects the way people interact with others who are part of or outsiders to their communities; and

WHEREAS, cohesive, vibrant, and participatory communities contribute to fewer incidents of injury and crime; and

WHEREAS, safe communities are a product of sound public policy and implementation strategies that engage all government employees; and

WHEREAS, many residents of Doña Ana County may be fearful of encounters with County employees because their families are of mixed status in terms of immigration and citizenship; and

WHEREAS, every department in County government exists to provide public services to residents of the county; and

WHEREAS, public expressions in the form of personal testimony, petitions and organizational statements suggest that some County employees may have carried out their work in a manner that inappropriately considers the immigration status or citizenship of residents;

NOW, THEREFORE, the Doña Ana County Board of County Commissioners does hereby resolve that all employees of Doña Ana County shall act toward all residents in a manner that is respectful of human rights, promotes the conditions necessary to create “Safe Communities”, and allows all residents to pursue a healthy, productive life free of fear; and

BE IT FURTHER RESOLVED, that the Board of County Commissioners does hereby direct the County Manager to implement this resolution in accordance with the following provisions:

1. Distribution of this Resolution;

The Office of the County Manager shall prepare and distribute a written directive outlining the intentions, responsibilities, prohibitions, and penalties associated with this resolution. Each Departmental Director shall provide their respective employees with a copy of this directive.

As out-reach to the larger community, a copy of the resolution and copy letter outlining its implementation and asking for their support shall be sent to all elected officials within Doña Ana County, the New Mexico Congressional delegation, the Governor of New Mexico, the New

Mexico Secretary of State, the Commissioner of CBP, the Director of ICE, the United States Attorney General, and the President of the United States.

2. Use of County Funds

Unless required by federal or state statute, regulation, or court decision, no department, agency, commission, officer or employee of Doña Ana County shall use any County funds or resources to assist in the enforcement of federal immigration law or to gather, transmit or disseminate information regarding the immigration status of individuals in Doña Ana County. This prohibition shall include, but is not limited to:

- Requesting information about, transmitting or disseminating information regarding, the immigration status of any individual, or conditioning the provision of services or benefits by Doña Ana County upon immigration status, except as required by federal or state statute or regulation, or court decision. Any such existing criteria being used by the county at the time this Resolution is adopted shall be deleted within sixty days of the adoption of this Resolution.
- Including on any application, questionnaire or interview form used in relation to benefits, services or opportunities provided by Doña Ana County any question regarding immigration status other than those required by federal or state statute, regulation, or court decision. Any such questions existing or being used by the county at the time this Resolution is adopted shall be deleted within sixty days of the adoption of this Resolution.
- Assisting or cooperating, in one's official capacity, with any Immigration and Customs Enforcement (ICE) or Customs and Border Protection (CBP) investigation, detention, or arrest procedures, public or clandestine, relating to alleged violations of the civil provisions of the federal immigration law.

3. Enforcement:

Violations of the provisions of this Resolution will be processed in accordance with the provisions for misconduct in Doña Ana County's Human Resources Policies and Procedures.

4. Limitations of Undertaking

This Resolution is undertaken for the sole purpose of enhancing public safety and wellbeing. The action is not intended to create any new rights for which the County may be liable in money damages to any person who claims injury due to a breach of such rights. This section shall not be construed to limit or proscribe any other existing rights or remedies possessed by such person.

5. **Severability.** If any part of this Resolution, or the application thereof, is held to be invalid, the remainder of this Resolution shall not be affected thereby, and this Resolution shall otherwise continue in full force and effect. To this end, the provisions of this Resolution, and each of them, are severable.

APPROVED AND ADOPTED this ____ day of _____, 2014, by the Board of County Commissioners of Doña Ana County, State of New Mexico.

**BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO**

Billy G. Garrett, Chair, District 1 For / Against

Wayne Hancock, Vice-Chair, District 4 For / Against

Dr. David Garcia, District 2 For / Against

Benjamin L. Rawson, District 3 For / Against

Leticia Duarte Benavidez, District 5 For / Against

ATTEST:

**Lynn J. Ellins
County Clerk**

INFORMATION: Q&A

1. Would Doña Ana County be alone in adopting this resolution?

No. In fact, Doña Ana County would be one of many governmental entities supporting “Safe Communities for All Residents” across the United States. The following is a list of other entities that have taken similar actions:

| | | |
|--------------------|--------------------|--------------------|
| Anchorage, AK | Fort Collins, CO | New York City, NY |
| Chandler, AZ | DeLeon Springs, FL | Farmingville, NY |
| Davis, CA | Miami, FL | Durham, NC |
| Downey, CA | Chicago, IL | Portland, OR |
| Los Angeles, CA | Evanston, IL | Brownsville, TX |
| Oakland, CA | Cambridge, MA | Houston, TX |
| San Bernardino, CA | Baltimore, MD | Salt Lake City, UT |
| San Jose, CA | Detroit, MI | Fairfax County, VA |
| Watsonville, CA | St. Paul, MN | Seattle, WA |
| New Haven, CN | Newark, NJ | Madison, WI |
| Denver, CO | Albuquerque, NM | Jackson Hole, WY |

Source: Ohio Jobs & Justice PAC

2. Does the “Safe Community for All Residents” Resolution give immigrants more benefits?

The **Safe Community for All Residents** Resolution does not change the public services available to immigrants. It does, however, ensure that everyone can feel safe accessing those services, regardless of their immigration status. It is important to note that some County services may still require people to show identification to establish eligibility for certain public benefits. However, this information will not be disclosed to federal immigration authorities.

3. How does the “Safe Community for All Residents” Resolution benefit Doña Ana County?

The **Safe Community for All Residents** Resolution helps to maintain the stability of our communities. It keeps our communities safe by making sure all residents feel comfortable calling the Police and Fire Departments during emergencies and when they are witnesses or victims of a crime. It keeps our families and workforce healthy by providing safe access to schools, clinics and other County services. It keeps our promise to treat all residents fairly by preventing wrongful, discriminatory treatment that can also put the county at risk for civil liability.

4. How does the “Safe Community for All Residents” Resolution impact law enforcement?

While the Sheriff's Department does not generally share information with federal immigration agents, there are some exceptions to this general rule. For example, local law enforcement officers may inform Immigration and Customs Enforcement (ICE) that they have arrested someone for a felony offense or who has a prior felony conviction, if officers become aware that the arrested person is an undocumented immigrant.

**DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

County Assessor
Initiating Department

Andy Segovia, Assessor
Contact Person

September 9, 2014
Meeting Date

13
Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED

**APPOINT TWO (2) ALTERNATES TO SERVE ON THE DOÑA ANA COUNTY VALUATION
PROTESTS BOARD**

SUMMARY OF ITEM TO BE CONSIDERED

INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

As provided for by §7-38-25 NMSA 1978, each New Mexico County appoints a county valuation protests board for the purpose of hearing and deciding property owners protests of determinations made by the County Assessor and protested under §7-38-24 NMSA 1978.

The county valuation protests board consists of three (3) voting member and three (3) alternates to serve in the absence of voting members. The Board of County Commissions (BOCC) shall appoint two (2) voting members and two (2) alternates for a term of two (2) year terms, while the Secretary of the New Mexico Taxation and Revenue Department assigns one (1) voting member and one (1) alternate. Furthermore, the BOCC appointees shall be qualified electors of the county, and may not hold any elective public office and shall not be employed by the state, a political subdivision or a school district during the term of their appointment. Finally, one (1) member and one (1) alternate appointed by the BOCC shall have demonstrated experience in the field of valuation of property. Vacancies occurring on the board shall be filled by the BOCC and shall be for the unexpired term of the vacated membership.

Letters of interest and resumes were solicited from the general public via a county press release. The deadline for submission was August 1, 2104. Seven (7) people submitted applications. The BOCC is asked appoint two (2) alternates to serve a two (2) year term.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Letters of interest and resumes.

SUMMARY OF FINANCIAL IMPACT

Pursuant to §7-38-25 (E) NMSA 1978, and Property Tax code Regulation 3.6.34, member and alternates appointed by the BOCC are paid as independent contractors at a fixed rate per day of actual service. The payment of members and alternates and all other actual and direct expenses incurred in connection with protest hearings are paid by New Mexico Taxation and Revenue Department.

ADMINISTRATIVE REVIEW AND APPROVAL

_____ Finance

_____ Legal

_____ County Manager/
Agenda Review

_____ Purchasing

_____ Human Resources

_____ Assistant County Manager

_____ Planning

_____ Other

DOCUMENT CONTROL

Original/s for signature? ☐ Yes ☐ No For Recording? ☐ Yes ☐ No

Return original/s to: _____ Name _____ Dept.

Send copy of recorded original/s (resolution and ordinances only) to: _____ Name _____ Dept.

Deadline for return of document/s? Yes, return by: _____ or ☐ No

Mr. Paul Ponce
Valuation Protest Board Nomination Committee
Doña Ana County Assessor's Office
845 N. Motel Blvd.
Las Cruces NM, 88007

July 18, 2014

Mr. Ponce:

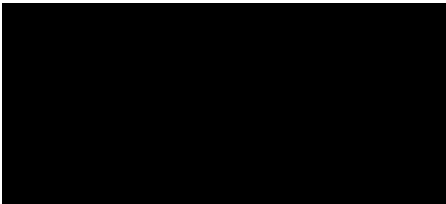
This letter is to express my interest in serving on the Valuation Protest Board. I have been involved in tax administration and research for over twenty years. In that time I have dealt with property taxes in a number of states. Most recently I have estimated commercial and residential valuations for the purpose of forecasting revenues as part of my job duties as the Budget Manager for the City of Las Cruces.

I believe my background would fit well with the Committee's duties.

Sincerely;



Richard Gebhart



Attachment: Resume

Richard P. Gebhart



Summary

Manager with 30 years' experience in managing and communicating budget development and implementation. Areas of strength include communication, research, fiscal analysis, budget development, revenue forecasting, public policy evaluation, and information development and dissemination.

Professional Experience

9/2005 – 6/2014

Budget & Research Administrator, City of Las Cruces, New Mexico

* Responsible for all aspects of the City's budget formulation including interaction with Department Directors, revenues forecasting, and policy recommendations. Duties include presentations to City Manager, City Council, management of the Budget Office staff and compliance with State budgetary and accounting requirements. Also participate in City strategic planning activities and Capital Investment Planning for legislative requests.

2/1998 – 8/2005

Director - Tax Research Division, Department of Revenue, State of Minnesota

* Managed division of 25 employees responsible for statewide tax policy research, economic forecasting, and budget analysis. Duties included designing research studies, testifying before legislative committees, and making recommendations on state tax policy and budget issues. Additional responsibilities involved supervision, integration of division activity into the department's operational function, targeted research in tax compliance, intradepartmental pilot projects, and representing the Department of Revenue at local and national functions.

9/1991 – 2/1998

Assistant Director - Research, Department of Revenue, State of Washington

* Managed division of employees responsible for tax analysis, technical support for elected officials and state agencies, computer modeling, revenue forecasting, and fiscal policy development. Member of department's senior management team, during which time was awarded the Governor's Distinguished Management Leadership Award.

9/1990 – 9/1996

Consultant - Joint Fiscal Office, State of Vermont

* Advised Vermont Legislature and Joint Fiscal Office on revenue issues, tax policy, and economic outlook. Reviewed and critiqued revenue estimates prepared by state government.

6/1988 – 9/1990

Principal Revenue Analyst - Office of Finance and Management, State of Vermont

* Analyzed all aspects of state finance, advised elected officials on revenue issues including collection levels, policy alternatives, and proposed legislation. Managed state's database, research contracts, and forecasting models. Negotiated financing for capital projects. Prepared economic and revenue information for public dissemination.

2/1985 – 5/1988

Chief of Economic Forecasting - Office of State Planning and Budgeting, State of Colorado

* Managed forecasting section of office. Conducted research and developed economic and revenue forecasts. Advised Governor and appointees on tax policy, revenue issues, and proposed legislation.

7/1984 – 2/1985

Economist - Denver Planning Office, City of Denver, Colorado

* Designed and managed in-house computer information systems, analyzed socioeconomic data, developed econometric and surface transportation models, and conducted research for city planning purposes.

11/1980 – 7/1984

Economist - Denver Regional Council of Governments, Denver, Colorado

* Projected regional population and employment, developed regional economic forecasts, monitored regional growth, and reviewed/evaluated regional planning projects.

11/1978 – 11/1980

Director of Planning Information - State Planning Bureau, State of South Dakota

* Managed staff responsible for geographic information system (GIS), land use analysis, remote sensing analysis, econometric and demographic modeling, grant writing, computer analysis of census data, research, and technical assistance to local governments.

10/1974 – 11/1978

Chief of Current Employment Statistics – Ohio Bureau of Employment Services, State of Ohio

* Managed program/staff producing official monthly employment and labor market information for the state of Ohio and its eight metropolitan statistical areas

Education

M.S. Social and Applied Economics

B.A. Economics

Wright State University

Dayton, Ohio

Affiliations

Government Finance Officers Association

New Mexico Municipal League

Federation of Tax Administrators

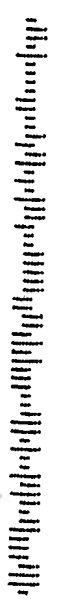
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Mr. Paul Ponce
Valuation Protest Board Nomination Committee
Doña Ana County Assessor's Office
845 N. Motel Blvd.
Las Cruces NM, 88007

8800738100



July 6, 2014

Jim McMahon



Dear Paul Ponce,

I am very interested in joining your team on the county's Valuation Protest Board. Let me begin by attesting to the fact that neither I, nor my wife, or any of our relations have ever held a position with any State, County, or Municipality in the State of New Mexico.

At the present time, I am in the process of preparing to graduate from New Mexico State University in December. I already have all my degree requirements for my major in Government and a minor in History. I only need 6 credits for graduation. I currently have a 3.8 GPA and hope to make that a 3.9 by December. In 2006 I started with zero credits and now I am a "senior senior".

After three years of service in the United States Army, I began my career as a construction electrician. I worked at the various levels, starting out as an apprentice and continuing as a journeyman, foreman, general foreman, superintendent, estimator, and a project manager. At one time I had 90 men working for me and realized the difficulties of both sides of the coin-labor and management. During my 40 years as a construction electrician, I became very familiar with all aspects of construction. This experience will be helpful if my application is approved.

I myself went to a county tax board to fight for a reduction of assessed valuation on my home. This was many years ago before Goggle and computers. I put many hours into my presentation with photos and similar neighboring homes. I won—2 to 1. So in that respect I am somewhat familiar with the process.

If character references are needed I can get them from my parish priest, state representative and MR. New Mexico Basketball-Lou Henson.

I have based my whole life on **hard work** and **honesty** and will continue to do so. You will not regret placing me on this Board.

Sincerely. Jim McMahon

A handwritten signature in cursive script that reads "James J. McMahon".

RECEIVED JUL 07 2014

EL PASO TX 799
05 JUL 2014 PM 2 T



VALUATION PRATEST BOARD Nomination Committee

PAUL PONCE

DONNA ANA COUNTY ASSESSOR'S OFFICE

845 N. MOTEL BLVD., LAS CRUCES, NM

8800738100

8800738100

8:47 AM 7/5/2014

Attn: Paul Ponce
Dona Ana County Assessor's Office
845 N. Motel Blvd
Las Cruces, NM 88007

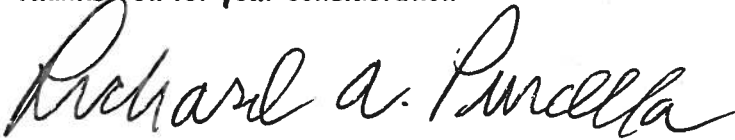
RE: Valuation Protest Board Nomination Committee

Dear Mr. Ponce,

I am very interested in the Valuation Protest Board position. I think it's a great concept and a very viable committee for our community. With my experience in community affairs and my passion to give something back, I would be extremely proud to be a part of your committee.

I am retired and attending meetings would not be a difficult thing for me to do.

Thanks You for your consideration

A handwritten signature in cursive script that reads "Richard A. Purcella". The signature is written in dark ink and is positioned above the printed name.

Richard A Purcella

9:06 AM 7/5/2014

Resume for Richard A Purcella

Education:

1956 Phineas Banning High School, Wilmington, Ca
1956-1958 Los Angeles Harbor College, Wilmington, Ca

Work Experience:

1960-1971 Standard Oil Co (Chevron) Los Angeles, Ca
Retail Sales
Store Manager
Trainer for entry level Sales
Trainer for Chevron Oil Dealers
Field Supervisor Long Beach, Santa Ana and San Diego Districts.
Chevron Oil Dealer
1972-1984 Firestone Tire & Rubber Co.
Owner/operator in Los Angeles, Ca., Albuquerque, NM., and Tucson, AZ markets.
1985-1998 Goodyear Tire & Rubber Co.
Owner/operator in Albuquerque, NM. market
1999-present Retired

Personal:

Married to Gena P. Purcella since 1999. I have three sons, one daughter. Gena has two sons, one daughter. All grown. Together we have 14 grand children and three great-grand children.

Community Svc.

Coached little league baseball.
Planning and Zoning Committee, Tucson, AZ two terms
GRT task force for city
Vice president HOA two terms
Dona Ana Labor Relations Board member, three terms

Hobbies:

Wood working
Golf
Helping with two grand children who attend NMSU and one I might add is a Crimson Scholars and the other is on the Dean's List.

RECEIVED JUL 7 - 2014

ATTN: PAUL PONGE
DONA ANA COUNTY ASSESSOR
845 N. MOTEL BLVD
LAS CRUCES, NM 88007

* COMMUNITY PROTEST BOARD

Paul Ponce
Dona Ana County Assessor's Office
845 Motel Blvd
Las Cruces, NM
88004

July 7, 2014

Subject: Valuation Protest Board Nomination Committee

Re: Advertisement for appointment to board

Dear Paul,

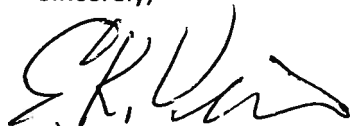
I am civic minded retiree who has lived in Dona Ana County for the last 14 years and have been active in a number of public and private enterprises which have provided a diverse and informed understanding of the community and the many activities that exist within.

I would like to serve on the Protest Board as a member with a broad background in business and personal property ownership which will allow me to exercise solid judgment in the process of deciding assessment disputes. I believe the process should protect and respect both the owners' rights and the criteria used properly by the county assessor's office.

Enclosed is a copy of my current resume for your consideration.

I look forward to the opportunity to meet with the committee to further discuss this opportunity to serve the community.

Sincerely,



Elvin K Vickers

Enclosure

Elvin K Vickers

Objective Management Consultant to Area Not for Profit Organizations

Experience **Owner**

Vickers & Associates, Las Cruces, NM

May 2014 –Present

Strategic Planning, Marketing, Sales and General Management Consulting

Facilitating fund raising, public relations, outreach and associated functions for two closely affiliated NFP's: Lions Crane Reading Foundation and NM Lions Operation KidSight, Inc.

Partner

Vickers & Wolter Management Consultants, Las Cruces, NM

June 2012– December 2013

Strategic Planning, Marketing, Sales and General Management Consulting

Served clients in Southern New Mexico and Northwestern Texas

Executive Director – Not for Profits

Vickers & Associates, Las Cruces, NM

2006 – 2012

Executive Director for Grandparents Raising Grandchildren for Southern New Mexico

Chairman Southern New Mexico SCORE chapter

Strategic Planning Facilitator for City of Las Cruces, Main Street Project

Strategic Planning Facilitator for Mercer School

President of Talavera Community Association

Executive Director for Lions Crane Reading Foundation

Director Business Assistance

Technology Ventures Corporation , Las Cruces, NM

2004 – 2005

Counseled entrepreneurs in the development of effective business plans, funding presentations and Negotiations.

Major Accounts Manager

Holden International , Northbrook, IL

1999 – 2003

Closed and managed accounts with Cisco System, Hewlett-Packard Company, Intel and others in Silicon Valley.

Managed development of new business in Asia, Latin America and Europe.

Managed development of advanced training and sales management curriculum.

Major Accounts Manager

EPS Solutions , San Francisco, CA

1993 – 1999

Closed new business throughout US – Quantum, Johnson Worldwide, Galleria, Utilicorp United, PG&E, etc.

Managed three junior sales representatives.

Developed marketing and sales collateral materials.

Director Sales and Marketing

ADPAC Corporation , San Francisco, CA

1985 – 1993

Built sales organization of nine reps and three trainers.

Sold to major accounts - AT&T, Ameritech, Merrill Lynch, GE, US Govt., etc.

Formed strategic alliances with Case Technology, Knowledge-Ware, Computer Power Group, Trecom, Software Solutions, and Deloitte & Touche.

President

On-Farm Computing , Indianapolis, IN

1982 – 1984

Created early Value Added Remarketing company in Personal Computing industry.

Developed and marketed farm management software for use with IBM PC's.

Management Consultant

Data Sciences, Indianapolis, IN

1978 – 1981

Advised Land Grant Universities in several states on the creation and implementation of national competency centers located at Penn State and University of Wisconsin, Madison.

Consulted with international pharmaceutical manufacturer, insurance firms, state government and others.

Management in Sales and Marketing

IBM Corporation – White Plains, NY

1961 – 1978

One year as Manager of Advanced Technology – DPMG.

Two years as Large Systems software Product Marketing Manager.

Three years as Regional Systems Support Manager.

One year as Fee for Services Branch Manager.

Two years as First Line Manager of Systems Engineering Group.

Two years as Marketing Representative.

Six years as Advisory Systems Engineer.

Assistant Branch Manager

Detroit Bank & Trust – Detroit, MI

1957 – 1961

Worked with the bank while attending Wayne State University.

Started as trainee and finished as Assistant Branch Manager.

Specialist Second Class

USARMY – Kentucky and Germany

[Your Name]

[Street Address, City, ST ZIP Code] [phone] [e-mail]

13.13

1953 – 1956

Serves as Finance Corps specialist with 11th Airborne Division.

Education

BS Business Administration and General Management

Wayne State University, Detroit, MI

June 1961

Graduated 17th in class of 350

IBM – Sales, marketing, technical and management training in corporate

Development program throughout career of seventeen years of advancement and promotion.

Holden International – Sales and marketing consulting training.

US Army – Finance Corps specialist training in HQ at Fort Benjamin Harrison, Indianapolis, IN.

Interests

Family, community service, bicycling, history and theatre.

References

References are available on request.

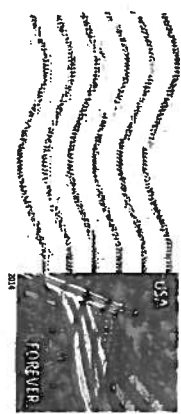
[Your Name]

[Street Address, City, ST ZIP Code] [phone] [e-mail]

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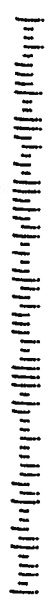


Paul Ponce
Dona Ana County Assessor's Office
845 Motel Blvd
Las Cruces, NM
88004

JUL - 8 2014

July 7, 2014

88007+8109



FROM THE DESK OF

CHARLES E. RIGGS

July 8, 2014

Valuation Protest Board
Dona Ana County Assessors Office
845 Motel Blvd.
Las Cruces, NM 88007
Attn: Paul Ponce

I am interested in serving on the Valuation Protest Board. To that end, I have attached a copy of my CV.

Sincerely yours,

A handwritten signature in black ink that reads "Charles E. Riggs". The signature is written in a cursive style with a large, stylized "C" and "R".

Charles E. Riggs



Name & Address

Charles E. Riggs



Profession

Attorney, Arbitrator, Mediator and Consultant on Title Insurance and real property Matters

Work History

**Consultant, Arbitrator and Mediator, 1997-date
Law Offices of Charles E. Riggs, 1997-2006;
Vice President, Underwriting Counsel, Fidelity
National Title Insurance Company, 1992-1997;
National Division Commercial Counsel, Lawyers
Title Insurance Company, 1991; Title Operations
Manager, Southern California Title Company,
1989-1990; Associate Regional Counsel,
Chicago Title Insurance Company, 1983-1989;
General Real Estate Counsel, UMET Properties
Corporation, 1981-1983; Senior National Title
Counsel, Title Insurance & Trust Co., 1979-1981;
Branch Counsel, Lawyers Title Insurance
Company, 1976-1979**

Experience

**Involved with the underwriting and closing of
real estate projects for over 34 years, with
major emphasis on commercial, national real
estate projects since 1971. Extensive
substantive experience in bankruptcy, probate,
partnership, construction (particularly
mechanics' lien law), foreclosure and
corporations law. Judge Pro-tem in Orange and
Los Angeles Counties Superior and Municipal
Courts (Traffic & Small Claims).
Consultant and/or expert witness in dozens of
real estate related matters since 1998.**

ADR Experience

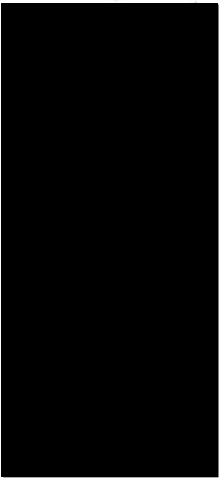
Arbitration experience since 1991 includes dozens of arbitration hearings on matters involving personal injury, real estate, landlord-tenant, attorney-fee, partnership, securities and commercial matters.

Served on Los Angeles Superior Court Arbitration Panel; AAA Commercial, Commercial Real Estate and Title Insurance Panels; Orange and Los Angeles County Mandatory Att'y Fee Arbitration Panels; Office of the Independent Administrator (Kaiser Permanente); Pacific Exchange, NYSE and NASD (now FINRA) Securities Arbitration Panels; Los Angeles Superior Court Probate Court Mediation Panel; Riverside County Superior Court Civil Arbitration and Mediation Panels; U. S. District Court Settlement Officer Panel; and Office of the Independent Administrator (Kaiser Permanente) Volunteer community and EEOC mediation for the Center for Mediation, Costa Mesa, CA, (approx. 12 cases); SquareTrade Mediation (eBay, approx. 20,000 cases) and San Bernardino County Small Claims Court Mediation.

ADR Training

AAA Basic Arbitrator Training, 1992 (7 hours); AAA Advanced Arbitrator Training, 1993 (8 hours); AAA Training on Managing Hearings, 1993 (3.25 hours); Institute for Dispute Resolution of Pepperdine Law School, Mediation Certification Course, 1997 (30 hours); Pacific Exchange Securities Arbitrator Training, 1998 (3.5 hours); NASD Arbitrator Training (20 hours); various other ADR Continuing Education programs through the Los Angeles County and State Bar Associations, as well as other CLE providers, 1992-2004.

| | |
|--------------|---|
| Professional | Admitted to State Bar of California, 1976, (69318) presently inactive. Real Property and ADR Sections of the Orange County, and Los Associations Angeles County Bar Associations; Legislative, Forms & Practices, and Public Affairs (Chairman for two years and Vice Chairman for two years) Committees of the California Land Title Association; Association of Real Estate Attorneys; American Arbitration Association; Southern California Mediation Association. |
| Education | BSL, University of West Los Angeles, 1976; JD, University of West Los Angeles School of Law, 1976. Member of Editorial Board of the Law Review (1975-1976). |
| Community | Member of the Cactus Chords Barbershop Quartet. Actively involved with Animal issues in New Mexico. |
| Compensation | Provided upon request |
| References | Provided upon request |
| Citizenship | United States of America |



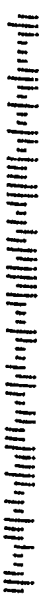
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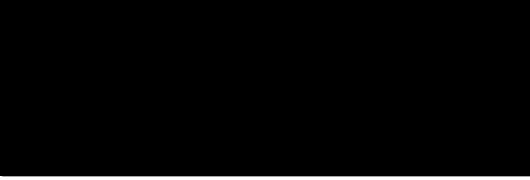
Valuation Protest Board
Dona Ana County Assessors Office
845 Motel Blvd.
Las Cruces, NM 88007
Attn: Paul Ponce

6600736100



RECEIVED JUN 18 2014

Kandikere (Kris) Krishnamurthy



To,

June 18, 2014

Valuation Protest Nomination Committee
Dona Ana County Assessor's Office
845 N. Motel blvd.,
Las Cruces, NM 88007

Gentlemen,

I read in Las Cruces Sun-News that you are accepting applications for positions on the Valuation Protest Board. With my extensive experience that spans over a period of 40+ years in engineering, estimating, negotiating and building construction contract management I feel that I am qualified and experienced for that position and as such; am requesting you to consider my name. If selected, I will be available to serve on the Committee for the stated period of two years.

I am attaching resume for your review and also I am available to provide addition information related to my qualifications and experience.

Thanking you in advance,

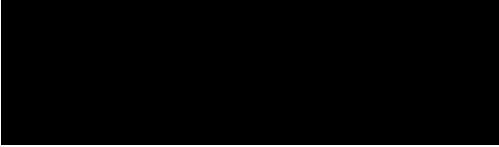
Sincerely,

A handwritten signature in black ink, appearing to read 'Kris Krishnamurthy'.

Kandikere (Kris) Krishnamurthy

RESUME

Kandikere (Kris) Krishnamurthy



Qualification: Bachelors and Masters Degree in Civil Engineering
Resident of Dona Ana County
Citizen of USA

Experience:

Present: Retired

2007-20013: I worked with the Maryland National Capital Parks and Planning Commission, Montgomery County, Maryland as Quality Assurance Officer and Construction Manager

2005-2007: I worked as an Independent Consultant and provided advice to a number of building construction Contractors and Design consultants on issues related to their Contracts w/Federal, State, County and City Governments.

1974-2005: I started working for the Department of General Services, District of Columbia Government as Construction Manager for building construction projects. Later on, I was selected to be the Chief of Estimating, Negotiating and Contracts Division. Afterwards, I was selected as the Chief of Construction Management Bureau and before retiring I was the Administrator for Design, Engineering and Construction Administration, Office of Property Management in the District of Columbia Government.

1970-1974: I worked for a Government Construction Contractor as an Estimator/Draftsman. Later on, became Office Engineer and before leaving the Company I was working as the Project Manager for the managing construction projects.

1966-1970: My first job after receiving master's degree in Civil Engineering was in an Engineering College to teach engineering subjects to undergraduate engineering students. During the same period I was also working with a Design Consultant performing land survey work for developers.

Mark Krohn

From: Andy Segovia
Sent: Friday, June 13, 2014 11:45 AM
To: Mark Krohn
Subject: FW: FW: Protest board for Assessor

Lets discuss this prior to submittal

Andy Segovia

Dona Ana County Assessor
Phone: (575) 525-5546
email: andys@donaanacounty.org

From: Karen Robinson [REDACTED]
Sent: Thursday, June 12, 2014 9:54 PM
To: Risku, Karen, PERA; Andy Segovia; Joe M. TRD Behnke
Subject: RE: FW: Protest board for Assessor

Thank you very much. I would like to apply to Dona Ana Assessor, and serve on the board. I will apply.
Sincerely. Karen Robinson

Sent via the Samsung Galaxy S® III mini, an AT&T 4G LTE smartphone

----- Original message -----

From: "Risku, Karen, PERA"
Date: 06/12/2014 4:11 PM (GMT-07:00)
To: [REDACTED]
Subject: FW: Protest board for Assessor

Ms. Robinson: Due to a typo in your e-mail address, this didn't go through the first time. Karen

From: Risku, Karen, PERA
Sent: Thursday, June 12, 2014 4:10 PM
To: [REDACTED]
Cc: Trujillo, Laurie A, PERA
Subject: RE: Protest board for Assessor

Dear Ms. Robinson:

The PERA Act's provision for the suspension of pension benefits for post-retirement employment with an affiliated public employer does not apply to retired members who serve on a public board (such as the Dona Ana County Assessor Protest Board) and receive per diem and mileage.

Please feel free to contact us at any time if you have further questions.

Regards,

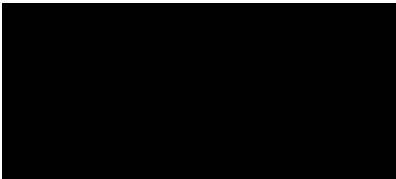
Karen A. Risku, Deputy General Counsel

Public Employees Retirement Association of New Mexico

P.O. Box 2123 (87504-2123)

33 Plaza La Prensa (87507)

Santa Fe, New Mexico



From: Trujillo, Laurie A, PERA
Sent: Tuesday, June 10, 2014 8:09 AM
To: Risku, Karen, PERA
Subject: FW: Protest board for Assessor

Hi Karen,

Are you able to make a determination on the information provided in the email, below? Please advise.

Thank you,

Laurie

From: Karen Robinson [REDACTED]
Sent: Monday, June 09, 2014 4:50 PM
To: Trujillo, Laurie A, PERA; Behnke, Joe M., TRD; DONA SEGOVIA
Subject: Protest board for Assessor

This is following up a phone call asking how serving on the Assessor Protest board would affect my Pera retirement.

Each two-year appointment requires a commitment of several full workdays, possibly up to two full work weeks each year for protest hearings. The New Mexico Department of Taxation and Revenue will reimburse each board member a a rate of \$80. per day and 45 cents per mile for round trip transportation to the Dona Ana County Center for days on which hearing are scheduled.

I am a retired county employee, can I serve on this board? Thank you for your advise.

Sincerely

Karen Robinson
[REDACTED]

Las Cruces, NM

**DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Finance Department
Initiating Department

September 9, 2014
Meeting Date

Bill Noland, Director
Contact Person

134
Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED

**APPROVE AWARD OF RFP 14-0051 SENIOR AND FAMILY SERVICES AND DELEGATE
SIGNATURE AUTHORITY TO THE COUNTY MANAGER FOR RELATED CONTRACT
DOCUMENTS.**

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Request For Proposal (RFP) 14-0051 Senior and Family Services was issued to solicit interest, advertised in the local paper and distributed via email and the County web page. In accordance with 13-1-153 of the Procurement Code, staff requests approval of award of up to \$60,849 to Casa De Peregrinos, subject to contract negotiations. Additionally, we are requesting authorization for the County Manager to have signature authority over the related contract documents, amendments, and renewals.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
RFP Evaluation Spreadsheets

SUMMARY OF FINANCIAL IMPACT

Staff is recommending the award of up to \$60,849, subject to contract negotiations. Sufficient funding is budgeted in the PILT Fund 10060.

ADMINISTRATIVE REVIEW AND APPROVAL

Finance

____ Legal

County Manager/
Agenda Review

Purchasing

____ Human Resources

____ Assistant County Manager/

____ Planning

HHS

DOCUMENT CONTROL

Original/s for signature? ____ Yes ☒ No For Recording? ____ Yes ☒ No

Return original/s to: Donald Bullard Name Purchasing Dept.

Send copy of recorded original/s (resolution and ordinances only) to: _____ Name _____ Dept.

Deadline for return of document/s? Yes, return by: _____ or ____ No

Executive Summary and Recommendation for External Agency Funding

The Finance department released an RFP for Senior and Family Services (14-0051). Four proposals were received. The Finance department is asking the Board of County Commissioners to approve the recommendation provided later in this summary. Attached is a spreadsheet showing scores and requested compensation.

Proposals were evaluated by a three (3) member evaluation committee consisting of: Bill Noland, Finance Director – Connie Welles, Contract Administrator (Purchasing) - Nicole Baker, Program and Contract Administrator (HHS). The evaluation committee scores are attached, the maximum points for each proposal was 3150 points.

Each proposal was evaluated on the following criteria.

1. **Required Forms:** did they include the required forms? Pass/Fail
2. **Proposed Project/Service Description**
 - a. Offeror to provide a detailed narrative of the proposed project/services. This section should provide a comprehensive framework and description of all aspects of the proposed program. It should be succinct, self-explanatory and well organized so that the reviewers can understand the proposed project.
 - b. Points were awarded based on the detailed description of the proposed project/service including a comprehensive plan, purpose and scope of subject.
3. **Target Population:**
 - a. Offeror to describe the targeted populations to be served by this project, including agency specific information.
 - b. Points were awarded based on the proposed demographic profile, specifying the target population and illustrating the identification of the intended population.
4. **Statement of Need:**
 - a. Offeror to provide a summary of why this project or service is needed in Dona Ana County. Provide any supporting data as needed.
 - b. Points were awarded based on the proposals ability to justify the needs of the project or service along with supporting data and evidence of unduplicated services.
5. **Statement of Projected Outcomes:**
 - a. Offeror to describe how this project will commence to address needs stated above, increase access to and effectiveness of service delivery for County residents. Describe how the project will be evaluated and how data will be collected and reported.
 - b. Points were awarded based on how the project will realistically meet the state of need. Points awarded will be in relation to reasonable data collection and reporting and logical project evaluation by the potential vendor.
6. **Service Delivery Locations:**

- a. Offeror to detail locations in Dona Ana County in which services will be delivered. Providers are required to deliver at least 25% of services outside of the City of Las Cruces.
- b. Points were awarded based on distribution of services across the County.

7. Detailed Project Budget:

- a. Offeror to provide a detail cost proposal describing the cost to provide this service.
- b. Points were awarded based on the appropriate budgeted fund that are supported and directly linked to the project/service description. Budget items are fully justified and/or explained.

Senior and Family Services (14-0051) Summary

La Clinica De Familia: Mentoring, Advocacy and Education services for 300 Seniors and Families. One of the program goals is to assist seniors with their Medicaid enrollments and understanding the basics of internet and the computers to locate the information they need for their medical/dental needs and their basic needs (water, shelter and food).

Committee Comments:

- Request \$70,432 for 320 proposed seniors or families at a Unit Cost of \$220.10 each.
- There is concern that the project is not well organized and an unclear the vision.
- The proposal was poorly written and leaves a lot of un-answered questions.
- Sustainability was never mentioned
- LCDF received over \$1,000,000 from NM DOH – part of which includes this service. Further, HHS funds LCDF for medical / dental /behavioral health services all of which already include Medicaid or ACA enrollment services as part of the funding mechanism.
- Unclear what will actually be provided for the additional funding requested.

Casa de Peregrinos: Rural Food program to provide emergency food resources by operating mobile food pantries for families in the County's rural Communities, specifically those that reside in or near the County's 33 Colonias. Food will be delivered once a month to the following communities: Chaparral; Berino; Tortugas; Vado; Dona Ana; Garfield; Anthony; Rincon; Butterfield; Mesquite; Hatch; La Mesa; Radium Springs.

Committee Comments:

- Request for 75% of the cost of running the Rural Food Initiative or \$60,849 for up to 12,000 distributions of 50 lb food baskets = **Unit Cost of \$5.07 per 50 lb food basket.**
- Proposal was fairly well written with little questions to the overall project proposal.
- There was a lack of a plan for how to reach the target population, however historical this has not proved to be a problem.
- The requested funding amount was nowhere in the budget, the committee had to call the proposer for the amount.
- Historically there have been a lot of problems concerning the quality of the food and staffs treatment of the community members.

- Program serves average of 1,000 families per month. States that “duplication” of families has been eliminated due to new computer program.
- At very recent community meeting issues that have plagued this program for several years appear to be unresolved regarding the quality of food.

NCNMEDD: They will serve 34,648 congregate meals to senior citizens residing in Dona Ana County and deliver 18,648 meals to senior citizens homes in Dona Ana County. They will provide transportation services for senior citizens residing in Dona Ana County.

Committee Comments:

- Total Request of \$91,099 (balance of costs paid State/Fed funding); 34,648 Congregate Meals at Community Centers, at \$1.25/meal; 18,648 Home Delivered Meals at \$1.85 / meal and 6,473 Transportation Units at \$2.10 per trip for meals, medical appts. Etc. for seniors.
- Adelante is a new vendor under NMEDD/ AAA contract with extensive business experience administering similar programs throughout the state.
- This proposal was well written with the exception of the layout of the proposal.
- The need is stated with supporting data.
- Breaking the sections in three makes it difficult to review and breaks it down to feel like three separate proposals.
- The evaluation component has face-to-face assessments. This could prove very helpful.

La Pinon: Advocacy services to victims who disclose sexual abuse as a result of a presentation or at the community resource centers. The services will provide direct service education regarding sexual assault and abuse to children and youth within Dona Ana County.

Committee Comments:

- Total Request \$9,000 for **\$90/encounter for “unknown service”**.
- Vague description of service to be delivered. No curriculum provided. Unable to evaluate as a serious proposal.
- This proposal lacked a lot of information. It was difficult to follow the basics like; how, where and when of the project. Feels like a rushed proposal with a lot of detail missing.
- There was no mention of the agency’s experience with the target population, nor the plan to reach the target population.
- Nothing suggested a solid data collection and evaluation method in place.
- It would have been helpful to see the operational budget for the agency and have a lot more detail in the proposed budget.

If the will of the BOCC is to continue funding non-health outside agencies, staff recommends the BOCC fund proposals receiving 70% or more of available evaluation points at a 100% of their requested amounts, see attached spreadsheets. Award to NCNMEDD was approved by the Board at the August 26th meeting.

Non Health Outside Agency Proposals

| Offeror Name | SENIOR AND FAMILY SERVICES Evaluation Criteria Scores (out of 1,050 points) | | | | | | | | | | Overall Scores | |
|-----------------------|--|-------|---------|-------------------|------|------------------|------------------|--------|---------|--------------|----------------|------|
| | Evaluator | FORMS | PROJECT | TARGET POPULATION | NEED | PROJECT OUTCOMES | SERVICE DELIVERY | BUDGET | INSTATE | Total Points | Overall Score | Rank |
| La Clinica De Familia | 1 | pass | 100 | 50 | 75 | 70 | 40 | 100 | | 435 | 1,290 | 3 |
| | 2 | pass | 80 | 70 | 70 | 60 | 50 | 45 | | 375 | | |
| | 3 | pass | 100 | 80 | 90 | 70 | 50 | 90 | | 480 | | |
| Casa De Perigrinos | 1 | pass | 220 | 80 | 120 | 120 | 40 | 120 | | 700 | 2,275 | 2 |
| | 2 | pass | 250 | 100 | 150 | 100 | 50 | 125 | | 775 | | |
| | 3 | pass | 275 | 90 | 125 | 140 | 50 | 120 | | 800 | | |
| La Pinion | 1 | pass | 120 | 70 | 60 | 75 | 25 | 10 | | 360 | 1,075 | 4 |
| | 2 | pass | 75 | 40 | 45 | 30 | 25 | 105 | | 320 | | |
| | 3 | pass | 75 | 30 | 90 | 70 | 50 | 80 | | 395 | | |
| NCNMEDD | 1 | pass | 175 | 80 | 100 | 125 | 40 | 150 | | 670 | 2,360 | 1 |
| | 2 | pass | 250 | 100 | 150 | 150 | 50 | 175 | | 875 | | |
| | 3 | pass | 225 | 100 | 120 | 150 | 50 | 170 | | 815 | | |

Total Available Points 3000

| | % of Total Points | Requested Amount | Recommended Award Amount |
|-----------------------|-------------------|------------------|--------------------------|
| La Clinica De Familia | 43.00% | 0.00 | |
| Casa De Perigrinos | 75.83% | 60,849.00 | 60,849.00 |
| La Pinion | 35.83% | 0.00 | 0.00 |
| NCNMEDD | 78.67% | 91,099.00 | 91,099.00 |
| Totals | | 151,948.00 | 151,948.00 |

**DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Utilities Department
Initiating Department

Kurt Moffatt, Utilities Manager
Contact Person

September 9, 2014
Meeting Date

13B
Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED

**APPROVE AGREEMENT TO TRANSFER TO DOÑA ANA MUTUAL DOMESTIC WATER
CONSUMERS ASSOCIATION THE COUNTY'S WASTEWATER COLLECTION SYSTEM IN THE
COMMUNITY OF DOÑA ANA AND APPROVE EXECUTION BY COUNTY MANAGER OF
TRANSFER CONVEYANCE DOCUMENTS**

SUMMARY OF ITEM TO BE CONSIDERED

INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The transfer to Doña Ana Mutual of ownership, operation and maintenance of the County's Wastewater Collection System located in Doña Ana Village. This is a proposed transfer that has been under consideration for a number of years. The system was constructed with U.S. Department of Agriculture Rural Utilities Development and New Mexico Environment Department grant funds and the consent to the transfer must be given by those agencies. In addition, by statute, that County will need the approval of the New Mexico State Board of Finance. The conveyance of the system assets by the County to Doña Ana Mutual is conditioned upon those federal and state agency approvals. Doña Ana Mutual will continue to provide wastewater services to the present customer base and to expand and improve the System at its own cost as needed.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

1. Copy of Proposed Agreement executed by Doña Ana County Mutual Board with attached Exhibits referenced in the Agreement.
2. Copy of Proposed Transfer Conveyance document of the Wastewater System Assets to be executed upon all agency Approvals.
3. Doña Ana County Resolution No. 04-82 authorizing the negotiation of a Transfer Agreement with Doña Ana Mutual

SUMMARY OF FINANCIAL IMPACT

The County's wastewater facility for Doña Ana Village is operating at a deficit and is expected to continue to do so in the foreseeable future. The transfer will remove the County's financial obligation to subsidize operations at approximately \$50,000 per annum and the obligation to begin funding \$1.5 million in capital improvement needs.

ADMINISTRATIVE REVIEW AND APPROVAL


Finance

____ Purchasing


____ Planning


Legal

____ Human Resources

____ Other

____ County Manager

 Assistant County Manager

DOCUMENT CONTROL

Original/s for signature? X Yes For Recording? X Yes

Return original/s to: Kurt Moffatt, Utilities Department

Send copy of recorded original/s (resolution and ordinances only) to: Tom Figart Name Legal Dept.

Deadline for return of document/s? Yes, return by: 09/12/14

**AGREEMENT TO TRANSFER INTERESTS
IN OWNERSHIP, OPERATION, AND MAINTENANCE OF
WASTEWATER COLLECTION SYSTEM IN THE COMMUNITY OF DOÑA ANA**

THIS AGREEMENT is entered into on this _____ day of _____, 2014, between the COUNTY OF DOÑA ANA (hereinafter referred to as "County"), a political subdivision of the State of New Mexico, and DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION (hereinafter referred to as "Association"), a political subdivision of the State of New Mexico originally formed as a non-profit association formed under the Sanitary Projects Act.

WHEREAS, on September 14, 1993 the City of Las Cruces, New Mexico ("City") and the County entered into a "Joint Powers Agreement for Administration of State and Federal Funds for the Design and Construction of a Wastewater Collection System in and to the Community of Doña Ana" and on June 27, 1994 entered into the subsequent "Agreement to Amend Specific Paragraphs of the Joint Powers Agreement for Administration of State and Federal Funds for the Design and Construction of a Wastewater Collection System in and to the Community of Doña Ana" for purposes of cooperating in the design, right-of-way acquisition, funding, and construction of a wastewater collection system and provision of wastewater collection services in and to the community of Doña Ana (hereinafter referred to as "the Project"); and

WHEREAS, in said Joint Powers Agreements the City and County conditionally agreed to allow up to five hundred thirty-four (534) new connections in the core community of Doña Ana to connect to the Project, which was designed and constructed to tie into the City's wastewater treatment system through the use of a collection system, force main, gravity main, and lift station constructed as the Project; and

WHEREAS, the Association and County previously entered into a contract in July 1998 (the "1998 Contract"), in which the Association and County agreed to terms allowing the Association to provide billing, operation, and maintenance of the wastewater system within the Project; and

WHEREAS, the operation and maintenance contract is no longer in force and effect and the County is providing its own operation and maintenance, but the Association continues to provide billings and collections services for the County on a month-to-month agreement; and

WHEREAS, the County desires to turn over all of its ownership of the wastewater system and desires to be relieved of all of its duties and responsibilities it has with the City to continue to participate in the providing of wastewater services within the Project; and

WHEREAS, the Association desires to cooperate with the City to continue to provide needed wastewater services to the community of Doña Ana and has reached an agreement as to billing, operation and maintenance of the Project effective once the County has transferred and assigned its wastewater system and interests to the Association; and

WHEREAS, the County and the Association now desire to enter into an agreement to transfer and assign all of the County's interests and obligations in and to the infrastructure, permits, and easements associated with the ownership, operation, and maintenance of the wastewater collection system to the Association.

NOW THEREFORE, the parties in full consideration of the mutual covenants set forth herein agree as follows:

1. The Parties hereby acknowledge and agree that City has consented to the transfer of the wastewater system in the community of Doña Ana in a certain Settlement Agreement, a portion of which includes an Agreement effective November 16, 2005, entitled "Agreement for Operation and Maintenance of Wastewater Collection System in and to the Community of Doña

Ana and Surrounding Areas", and a copy of which is attached hereto as Exhibit A. The County, by appropriate legal instruments agreeable to the Association, will transfer and/or assign all ownership and contractual interests to the County's permits, easements, and infrastructure acquired in its name for the Project, as provided in the amendment to the City's and County's Joint Powers Agreement, a copy of which is attached hereto and incorporated by reference as Exhibit B. A list of said County permits, easements and infrastructure acquired in the construction and funding of the Project which are to be transferred to and thereafter owned by the Association under this Agreement is attached hereto and incorporated by reference as Exhibit C.

2. Upon the execution of this Agreement, the Parties shall begin the process of completing the necessary tasks for the transfer to be made to include the document drafting and the applications to the state and federal agencies for their approvals. The County will at its own expense prepare a deed or equivalent legal instrument with language mutually agreeable to both parties in which all of the County's ownership interests in the Project's permits, easements, and infrastructure will be transferred and granted to the Association (the "title transfer documents"), and which instrument after execution will be filed in the public records of the County upon the necessary approvals identified in paragraph 13 of this Agreement. In the event any easements, permits or rights-of-way are not identified at the time of the transfer, but are later identified, the County agrees to take all necessary actions to transfer the subsequently identified easements, rights of way and permits to the Association.

3. Since the Association has not operated nor maintained the system since late 2011, the Association requires the opportunity for a thorough inspection of the system by its engineers and staff. The Association will schedule such an inspection with the County and the County will allow complete access to all components of the system. This inspection will be completed within

30 days of the effective date of this Agreement. Within 30 days of the completion of the inspection, the Association will provide a letter to the County stating whether it will accept the system, or not. Should the Association accept it, the Association accepts the system as-is with no warranty by the County as to the state of the system and its adequacy and/or functional ability to provide continuing wastewater services to the Doña Ana Community. The County will adequately maintain the system between the time of execution of this Agreement and the actual transfer of its ownership to the Association.

4. The County agrees to accept responsibility, to the extent permissible under the New Mexico Tort Claims Act, for all suits, actions, or claims, brought because of any personal injury or property damage resulting from the negligence of the County during its ownership of the Project or under any agreements or obligations involving or arising from its operation or maintenance of the Project prior to the date of the recording of the title transfer documents. The Association agrees to accept responsibility, to the extent permissible under the New Mexico Tort Claims Act, for all suits, actions, or claims, brought because of any personal injury or property damage which arises from any acts of negligence by the Association occurring during the periods in which the Association was performing the operations and maintenance functions of the Wastewater Collection System for the County and after the recording of the title transfer documents. It is the intention and purpose of this paragraph that each governmental entity which is a party to this agreement be responsible, as provided under the New Mexico Tort Claims Act, for its own negligence and liability for third party claims. It is further the intention of the parties that no party be liable for the negligence of the other party, and that no strict, vicarious or similar liability be created by the provisions of this Agreement or by the conveyances required hereunder. By entering into this Agreement the parties and their "public employees", as defined

in the New Mexico Tort Claims Act, do not waive sovereign immunity or any defenses or other limitation of liability as provided by the Tort Claims Act, any other statute, or the common law.

5. No provision of this Agreement is intended to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to this Agreement to maintain any suit, wrongful death, injury to person, damage to property, or other claim whatsoever arising from or relating to the provisions of this Agreement and transfer/assignment of the County's interests, rights, and obligations to the Association relating to the Project.

6. Until the effective date of the Agreement and transfer to the Association of the wastewater system, infrastructure, easements, rights-of-way and permits (as identified herein) all money collected by the Association as the County's billings and collection agent and held on the County's behalf shall continue to be paid over to the County and all accounts receivable outstanding on the date of the transfer shall be paid over to the County as later received by the Association. The Association is under no obligation after the initial billing to pursue or collect past due accounts belonging to the County. However, any money collected by the Association on behalf of the County for wastewater customer deposits may be retained by the Association. The County has no current obligations to the City of Las Cruces under their agreement, except for those obligations going forward, which will be assigned to and assumed by the Association.

7. The County and the Association stipulate and agree that they have no remaining disputes or obligations to each other regarding funds arising from the 1998 Contract.

8. The Association acknowledges that the County and the City entered into an Agreement pursuant to which each contributed to the cost of certain repairs to the system and which included a provision for re-imbursement by the County to the City of \$14,568.89 should the County transfer the system to another. The Association agrees to pay that \$14,568.89

obligation to the City at the time that the transfer of the system by the County to the Association is finalized and recorded.

9. It is expressly understood by the Association that once the transfer is effective the system ceases to be operated and managed as a County system under the County's wastewater ordinance, rates and rules and regulations, but will be operated, maintained, and managed under the rates, rules and regulations of the Association.

10. This Agreement shall not be amended or modified except by written instrument executed by both parties. The terms of this Agreement shall be interpreted and enforced under the laws of New Mexico, including the determination of jurisdiction or venue for any suits brought relating to this Agreement.

11. This Agreement supersedes and replaces any prior agreement between the parties regarding the wastewater system in the community of Doña Ana. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings or representations, whether verbal or written, between the parties or their employees or agents are enforceable unless incorporated into this Agreement.

12. The terms of this Agreement shall inure to and be binding on the parties and their directors, officers, agents, legal representatives, and successors in interest.

13. This Agreement shall not be effective until the last of the following three said approvals.

- A. New Mexico Environment Department;
- B. New Mexico State Board of Finance; and
- C. USDA Rural Development.

14. The County and the Association agree to exercise due diligence in completing the tasks necessary to submit this Agreement to the agencies for approvals within six months of the

receipt by the County of the Association's acceptance of the system as-is, as provided for in paragraph 3 above. The County and the Association, each at its own expense, shall co-operate with each other and share the responsibility for obtaining the necessary agency approvals. In order to meet the six month time frame above, it is understood that the County will take the lead in securing the approvals from the New Mexico State Board of Finance and the New Mexico Environment Department and that the Association will take the lead in receiving the approval from USDA Rural Development.

COUNTY OF DOÑA ANA:

By _____
Chairman
Board of County Commissioners

ATTEST:

Lynn Ellins, County Clerk

Date: _____

APPROVED AS TO FORM:

County Attorney

DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION:

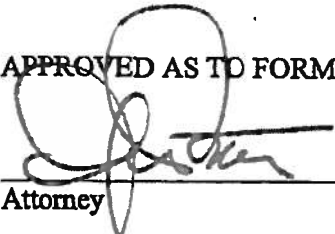
By 
President, Board of Directors

ATTEST:


Secretary

Date: May 13, 2014

APPROVED AS TO FORM:


Attorney

APPROVED:

USDA, Rural Development

By _____

Date: _____

APPROVED:

New Mexico Environment Department

By _____

Date: _____

APPROVED:

New Mexico Board of Finance

By _____

Date: _____

**AGREEMENT FOR OPERATION AND MAINTENANCE OF
WASTEWATER COLLECTION SYSTEM IN AND TO
THE COMMUNITY OF DONA ANA AND SURROUNDING AREAS**

THIS AGREEMENT is entered into on the 16th day of November, 2005, between the CITY OF LAS CRUCES ("City"), a New Mexico municipal corporation, and DONA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION ("Association"), a non-profit association formed under the New Mexico Sanitary Projects Act.

WHEREAS, the City and the County of Dona Ana ("County") on September 14, 1993 entered into a *Joint Powers Agreement for Administration of State and Federal Funds for the Design and Construction of a Wastewater Collection System in and to the Community of Dona Ana* ("1993 JPA") and on June 27, 1994 entered into the subsequent *Agreement to Amend Specific Paragraphs of the Joint Powers Agreement For Administration of State and Federal Funds for the Design and Construction of a Wastewater Collection System in and to the Community of Dona Ana* ("1994 Amendments") for purposes of cooperating in the design, right of way acquisition, funding, and construction of a wastewater collection system in and to the community of Dona Ana ("Project");

WHEREAS, in said 1993 JPA with the County, the City agreed to accept the wastewater from the core community of Dona Ana consisting of no more than five hundred thirty-four (534) residential, governmental and small commercial connections on the conditions that it approves the design and construction of the Project and that the gravity main portion of the Project be extended northerly to the vicinity of Vista Middle School;

WHEREAS, the community of Dona Ana is an unincorporated community within the County;

WHEREAS, the Project, which at the time of construction was located outside of the City limits as those limits existed in 1993 and as they still exist as of the date of this Agreement, consists

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of a wastewater collection system, force main, lift station, wastewater flow meter and gravity main, which gravity main connects the Project to the City's wastewater collection and treatment system;

WHEREAS, the City and the County on May 4, 1998 entered into an *Agreement Concerning the Dona Ana Community Wastewater Collection System* ("1998 Agreement") which provided for the assessment and collection of wastewater development impact fees, and for the complete operation and maintenance of the Project by the County, in which 1998 Agreement the potential number of potential customers from the core community of Dona Ana ("Association Project Customers") was rounded up to 550 from 534;

WHEREAS, the Association and the County in or about July, 1998 entered into a *Contract Between the County and the Association for Sewer System Operation and Maintenance Services* ("1998 O & M Contract") that provided for billing and operation and maintenance of the Project by the Association, which contract expired on or about August 1, 2003 and has been extended on a month-to-month basis thereafter;

WHEREAS, the County and the Association have agreed to enter into a new agreement whereby the County will transfer and assign to the Association all of the County's interest, duties, and obligations in and to the infrastructure, permits, licenses, and easements related to the ownership, operation and maintenance of the Project;

WHEREAS, the City and Association desire to reach a new agreement as to billing, and operation and maintenance of the Project, which provisions will take effect upon the execution of the agreement between the County and the Association transferring all of the County's interest in the Project to the Association and assigning to the Association all of the County's interests and obligations under the 1993 JPA, the 1994 Amendments, the 1998 Agreement, and the 1998 O & M

Contract;

WHEREAS, the City and the Association desire to release the County from any further obligations involving the Project and to substitute this new Agreement whereby the Association as the new owner and successor in interest to the County's interest in the Project infrastructure, permits, licenses, and easements will take over the operation and maintenance of the Project previously the responsibility of the County.

NOW, THEREFORE, for valuable consideration, the parties agree as follows:

1. **Recitals:**

The above recitals are hereby incorporated as terms of this Agreement.

2. **Ownership:**

Upon execution of the agreement with the County, the Association will be the owner of all Project permits, licenses, easements, and infrastructure transferred and assigned from the County to the Association. A list of the Project permits, easements, licenses, and infrastructure transferred from the County will be attached and incorporated by reference as Exhibit "A" to this Agreement upon execution of the agreement between the Association and the County.

3. **Connection Limitations to Force Main:**

A. The City will continue to accept wastewater from the original 550 village connections, which customers will be connected to the force main north of the flow meter.

B. The City will accept an additional 50,000 GPD during the first year from the date of this Agreement, and an additional 50,000 GPD in each succeeding year until the City completes its expansion of its wastewater treatment plant located near Motel Boulevard and Interstate 10. Upon completion of that expansion, the City will accept up to 1,000,000 GPD of

wastewater per day or the capacity of the Project force main, whichever is less, including the 59,000 GPD presently being accepted and any additional connections in the original core community of Dona Ana totaling 550 connections. This additional wastewater will be from connections within the Association's wastewater service area. These additional connections will also be considered to be Association Project Customers. All connections shall be on the force main connection and there shall be no connections pursuant to this paragraph on the gravity feed portion of the line.

4. Project Service Area:

The Project service area is within the Association's wastewater service area previously agreed to between the parties in the 2003 Agreement of Compromise, Settlement and Release ("2003 Settlement") in United States District Court Cause No. CIV-02-122.

5. Association Purpose:

The Association's Articles of Incorporation dated May 2, 1974 and of record with the New Mexico Public Regulation Commission state that one of the objects and the purposes for which the Association was formed was to acquire, construct, install, maintain and operate a water and/or sewer system for the supplying and distribution of water for domestic uses and/or collection of sewage for its members and to engage in any activity related thereto. Including but not limited to the construction, repair, maintenance and operation of a complete domestic water supply distribution system and a sewage collection and treatment facility.

6. Association Operation and Maintenance Responsibilities:

The Association will operate and maintain the Project, including but not necessarily limited to the following activities:

A. Operate and maintain the collection system, lift pumps, engine generator set,

biofilter odor control system and chemical odor control unit and electric service connected therewith in accordance with the Preventative Maintenance section of the Operation and Maintenance Manual ("Manual") which is incorporated herein by reference. Copy of said Manual has been provided in electronic format to the City.

B. Pretreat the Project wastewater located northerly of the flow meter for odor control purposes in compliance with the Manual. Chemical odor control treatment must be pre-approved by the City's Utilities Department;

C. Maintain records of all chemical odor control treatment including chemical composition, chemical supplier, proof of purchase, chemical feed rates and atmospheric H₂S monitoring at the lift station or at a designated manhole control point immediately adjacent to the lift station;

D. Employ or contract with a certified wastewater operator to oversee the operation and maintenance of the Project. Said wastewater operator shall have the appropriate certification as required by the New Mexico Water Quality Control Commission under Title 20, Chapter 7, Part 4, Subpart 1, which certification would presently be a Class I certification because the Project serves between 501 and 15,000 persons and because the jurisdiction and responsibility for the treatment works is with the City and the jurisdiction and responsibility for the collection system northerly of the flow meter is with the Association;

E. Pay timely the City's monthly wastewater bill for wastewater from Association Project Customers, which bill will be based upon the City's County Villages rate or its successor, as same may be amended from time to time as well as an out of city limits waste water charge, if the City Council imposes that surcharge on its out of City governmental and corporate

wastewater customers.

F. The Association agrees to cooperate and, within its legal capabilities, assist the County in enforcement of Dona Ana County Ordinance No. 171-97 entitled Community Wastewater and Treatment Ordinance, an Ordinance Establishing the Connection Policy to Sewer Systems Owned, Established or Authorized by Dona Ana County;

G. Approve all connections from Association Project Customers to the Project;

H. Charge whatever connection fees and rates to Association Project Customers that the Association approves in accordance with its usual procedures;

I. Require that Association Project Customers comply with the City's Industrial Liquid Waste Ordinance codified as LCMC 1997, §28-186 through §28-295, and as amended, including requiring grease traps for all restaurants and car washes, and have all applications for wastewater services by new businesses reviewed by the City's Industrial Pretreatment Program ("IPP") office within the City's Utilities Department.

7. City Responsibilities:

The City will do the following:

A. Approve all connections to the gravity feed line, who will be City wastewater customers, and who will be called City Project Customers, until such time as the Association opts to connect said customers to the Regional Wastewater Facility; provided however, that said new City Project Customers will not restrict the Association's full use of the 1,000,000 GPD or the capacity of the forced main system, whichever is less, as above provided for.

B. Insure that there is sufficient capacity in the gravity feed line for all of the potential Association Project Customers up to 1,000,000 GPD of wastewater or the capacity of the

force main, whichever is less;

C. Accept wastewater from Association Project Customers subject to the limitations set forth herein;

D. Process the wastewater from Association Project Customers. The City's acceptance of wastewater, however, does not include any operation and maintenance or replacement responsibilities for any part of the Project except for the wastewater flow measuring device;

E. Coordinate any relocation of the existing flow meters with Association engineers. The party to this Agreement requesting additional flow meters shall be responsible for paying for the cost of installation of said flow meters and providing said flow meters.

8. Inspection of Gravity Feed Portion of Project:

The parties' engineers will evaluate the condition of the gravity feed portion of the Project and specifically the condition of the manholes within said portion of the Project, and will identify what, if any, rehabilitation work needs to be completed, the urgency of the rehabilitation work, the estimated costs, and whether said rehabilitation needed is due to a design problem as opposed to a maintenance problem, and if a design flaw, whether the flaw can be corrected or not. The engineers' evaluation will be contained in a written report. The Association is responsible for the operation and maintenance of the gravity feed line, which is part of the Project. However, the parties agree to work together in good faith to address any urgent rehabilitation work on the gravity feed line including the manholes identified in the engineers' written report.

9. Project Wastewater Rate Calculation and Adjustment:

A. Association Project Customers. The appropriate City wastewater rate for Project wastewater from the Association Project Customers will be the City's County Villages rate

or its successor as same may be amended from time to time, as well as an out of city limits waste water surcharge if the City Council imposes that surcharge on its governmental and corporate waste water customers. A copy of the current rate is attached hereto and incorporated herein by reference as Exhibit "B". Said rate has a volume component as well as an access charge per month per connection.

B. City Project Customers. City Project Customers will be charged the appropriate City wastewater rates in effect at the time of billing by the City.

10. **City Wastewater Development Impact Fees:**

A. Association Project Customers. As provided in the 1998 Agreement, the City's wastewater development impact fee for the 550 potential connections from the core community of Dona Ana was \$258,870 and has been fully paid by or credited to the County prior to 2003 and shall not be refunded to the County or Association. The Association, pursuant to the Second Addendum to the Parties' Agreement of Compromise, Settlement and Release, may hereafter construct a wastewater treatment facility and divert Project wastewater from both the Association Project Customers and the City Project Customers located in Area 1 designated in said Second Addendum to said Agreement of Compromise, Settlement and Release to the Association's wastewater treatment facility upon its completion.

B. Additional Association Project Customers. In the event that the Association should abandon its planned project to construct a wastewater treatment facility, or in no event later than fifteen years from the date of this Agreement the City shall be entitled to collect from all customers receiving wastewater services from the Association off of the force main, the City's wastewater development impact fee in effect on the date applied. Provided however, that this

provision shall not apply to the 550 connections for which there was an impact fee paid which impact fee is referred to in paragraph 10.A. above. In the event that said wastewater development impact fee becomes due, such fee shall be paid by Association Project Customers in twenty-four (24) equal monthly installments bearing interest at the rate of 7% per annum. It is understood and agreed that if the Association abandons its plans to build a wastewater treatment plant, that said customers of the force main shall remain Association Project Customers and the Association will be responsible for collecting all bills including the above fee due the City in monthly installments. It is specifically agreed that at the time that the Association connects any customer to its wastewater facility on the force main, it shall provide notice of this Agreement as provided for in Exhibit "C" attached hereto. Said notice shall further be recorded at the Office of the County Clerk. The City and the Association shall use their best efforts in connection with any subdivisions approved being connected to the force main to ensure that there is notice on the subdivision plat of the terms of this provision and the potential requirement to pay a wastewater development impact fee to the City.

C. City Project Customers. As provided in the 1998 Agreement, wastewater customers connecting to the gravity feed portion of the Project located south of the flow meter were to be City wastewater customers. As of the date of this Agreement, there are only two (2) customers connected to that portion of the Project, those customers being Vista Middle School and Columbia Elementary School. Pursuant to the 2003 Settlement, these two school customers were identified as being within the Association's service area and under the 2003 Settlement and under said 2003 Settlement will become customers of the Association at such time as the Regional Wastewater Facility becomes operational.

The parties agree that none of the wastewater development impact fees provided for

and collected from the above two school customers by the City will be paid to the Association. Any wastewater development impact fees collected from any other City Project Customers connecting to the gravity feed portion of the Project after the date of the 2003 Settlement shall be subject to the provisions of the 2003 Settlement.

11. Association Billing Responsibilities:

A. The City will read and maintain the flow measuring device previously installed by the County, which will be relocated directly south of the lift station by the Las Cruces Public School System for a more accurate reading. The City will read and maintain any additional flow measuring devices that the parties may hereafter agree to install. Based upon said measurements, the City will bill the Association monthly at the appropriate rate in effect at the time of billing;

B. Because the bill will include a monthly access charge for each Association Project Customer, the City reserves the right to verify the number of customer connections to the Project north of the flow meter, including inspection of Association billing records, and field inspections such as "smoke" tests;

C. Payment will be due by the Association within sixty (60) days after it bills Association Project customers.

12. Liability Insurance:

A. Association. The Association will provide insurance coverage for its liability exposure through an insurance policy with limits of \$1,000,000 with the City named as an additional insured. The Association will continue to keep this policy in effect during the term of this Agreement. The Association will furnish the City with proof of insurance upon execution of this

Agreement and thereafter yearly upon request of the City, so long as the Project is connected to the City's wastewater facilities.

B. City. The City provides insurance coverage for its liability exposure through a self insured public liability fund. So long as this Agreement is in effect, the City will maintain an adequate level of funding in that fund to cover its liabilities under the New Mexico Tort Claims Act.

13. Liability Limitations:

A. By entering into this Agreement, neither party waives sovereign immunity defenses or any other limitation of liability. No provision of this Agreement is intended to modify or waive any provision of the New Mexico Tort Claims Act.

B. No provision of this Agreement is intended to create in the public or any member of the public a third party beneficiary claim under this Agreement.

14. Assignment/Modification:

This Agreement may not be modified or assigned except by written instrument executed by both parties after receiving the approval of their respective governing bodies.

15. Return Flow Credits:

The Association is entitled to a return flow credit, if any, for Association water placed into the Rio Grande Project and returned to the Rio Grande as treated effluent by the City.

16. Written Consent:

The Association will obtain in writing from the following entities any necessary consent(s) to this Agreement and to the transfer and assignment of the County's interest and obligations in the Project infrastructure, permits, licenses, and easements to the Association: (1) the United States Department of Agriculture, Rural Utility Services; (2) the New Mexico Environment

Department on behalf of the EPA Colonias Wastewater Facilities Construction Grant Fund (CWFCG Project No. 193005); and (3) the New Mexico State Board of Finance.

17. Termination:

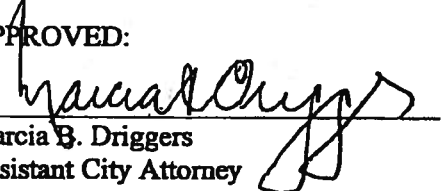
Either party may terminate this Agreement for cause on 180 days advance written notice. In the event of termination, the City shall be paid for wastewater treatment services provided to date of termination. In the event that the Association completes its wastewater treatment plant and determines to transfer the Association and City Project Customers to said Project within the time provided for by this Agreement, then the Association can voluntarily terminate this Agreement on 180 days advance written notice.

EXECUTED on the date first written above.

CITY OF LAS CRUCES

By: 
William A. Mattiace, Mayor

APPROVED:


Marcia B. Driggers
Assistant City Attorney

DONA ANA MUTUAL DOMESTIC
WATER CONSUMERS ASSOCIATION

By: 
Oscar Butler, Board President

APPROVED:

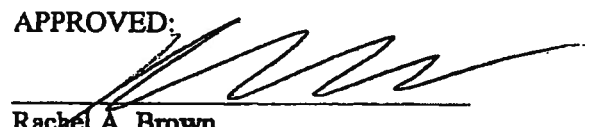

Rachel A. Brown
Attorney for Association

EXHIBIT "A"

The list of Project permits, easements, licenses, and infrastructure transferred from Dona Ana County to Dona Ana Mutual Domestic Water Consumers Association will be attached as Exhibit "A" to the Agreement for Operation and Maintenance of Wastewater Collection System in and to the Community of Dona Ana and Surrounding Areas upon execution of the transfer and assignment agreement between the Association and the County.

EXHIBIT "A"

138.22

LAS CRUCES UTILITIES

Sheet No. S9-2006-23
Approval Date: August 4, 2003
Effective Billing Date: July 1, 2005
Ordinance No: 2022

| |
|---|
| WASTEWATER |
| SPECIAL CONTRACT SERVICE – COUNTY VILLAGES |

AVAILABILITY

Available by contract to County Villages.

RATE

The bills are the sum of:

| | |
|--|---------|
| Access Charge | |
| Per month per connection within the County Village service area..... | \$2.74 |
| Volume Charge | |
| Per 1,000 gallons..... | \$2.400 |

Tax
Applicable gross receipts tax.

BILLING UNITS

The unit volume for the purpose of measurement shall be a 1,000 gallons. Volume shall be based on flow meter information read by the Las Cruces Utilities Water Resources Department.

Customers who can show to the satisfaction of the Utilities Department that a significant portion of the metered water usage does not enter the system will be charged for only that volume entering the sewer system.

EXHIBIT "B"

138.23

**NOTICE CONCERNING PAYMENT TO THE CITY OF LAS CRUCES OF A
WASTEWATER DEVELOPMENT IMPACT FEE BY WASTEWATER CUSTOMERS
OF DONA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION**

Notice is hereby given by Dona Ana Mutual Domestic Water Consumers Association ("Association"), a non-profit association formed under the Sanitary Projects Act and the City of Las Cruces ("City"), a municipal corporation.

That, in the event the Association fails to complete a wastewater treatment facility within fifteen (15) years from the date of this Notice or abandons same by an earlier date, then all customers connecting to the Association's force main sewer system shall be required to pay the City's wastewater development impact fee in effect upon the expiration of fifteen (15) years, or the abandonment by the Association of constructing a wastewater treatment facility, whichever event occurs first. Said impact fee shall be paid in twenty-four (24) equal installments including interest at the rate of seven percent (7%) per annum and shall be charged by the Association as a part of its monthly wastewater bill to said customers. The parties have separately agreed that those customers will remain customers of the Association in the event the Association abandons its plans to build a waste water treatment facility or fails to build same within fifteen (15) years from the date of the Agreement For Operation and Maintenance of Wastewater Collection System in and to the Community of Dona Ana and Surrounding Areas.

Said impact fees will not be charged to the original 550 potential connections from the core community of Dona Ana because those fees have been fully paid by or credited to Dona Ana County for the benefit of those 550 potential connections.

Notice is given that the City has a right to impose a fee for unpaid utility charges and to place a lien on property for unpaid utility charges and that failure to pay the above amount may result in a lien on your property.

EXHIBIT "C"

138.24

CITY OF LAS CRUCES

By: 

Terrence R. Moore
City Manager

DONA ANA MUTUAL DOMESTIC
WATER CONSUMERS ASSOCIATION

By: 

Oscar Butler, President

STATE OF NEW MEXICO)

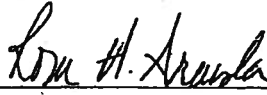
ss.

County of Dona Ana)

The foregoing instrument was acknowledged before me this 14th day of November, 2005,
by Terrence R. Moore, City Manager for the City of Las Cruces.

My Commission Expires:

6/24/09



Notary Public

STATE OF NEW MEXICO)

ss.

County of Dona Ana)

The foregoing instrument was acknowledged before me this 16 day of November, 2005,
by Oscar Butler, President of Dona Ana Mutual Domestic Water Consumers Association.

My Commission Expires:

October 16, 2009



Notary Public

**Exhibits to DAMDWCA/County Agreement to
Transfer Interests in Ownership, Operation and Maintenance
of Wastewater Collection System in the Community of Doña Ana**

- A Nov. 16, 2005 City-DAMDWCA Agreement for Operation and Maintenance of Wastewater Collection System in and to the Community of Doña Ana and Surrounding Areas
- B June 27, 1994 City-County Agreement to Amend Specific Paragraphs of the Joint Powers Agreement for Administration of State and Federal Funds for the Design and Construction of a Wastewater Collection System in and to the Community of Doña Ana
- C List of County permits, easements and infrastructure acquired in the construction funding of the Project which are to be transferred to and owned by DAMDWCA

**AGREEMENT TO AMEND SPECIFIC PARAGRAPHS OF THE JOINT POWERS
AGREEMENT FOR ADMINISTRATION OF STATE AND FEDERAL FUNDS FOR
THE DESIGN AND DESIGN AND CONSTRUCTION OF A WASTEWATER
COLLECTION SYSTEM IN AND TO THE COMMUNITY OF DOÑA ANA**

The COUNTY OF DOÑA ANA ("County"), a political subdivision of the State of New Mexico, and the CITY OF LAS CRUCES ("City"), a municipal corporation of the State of New Mexico, entered into a Joint Powers Agreement for Administration of State and Federal Funds for the Design and Construction of a Wastewater Collection System in and to the Community of Doña Ana ("JPA") on September 14, 1993. The parties hereby agree to amend said JPA for the following reasons and under the following terms and conditions on this 27th day of June, 1994.

WHEREAS, the JPA concerned the design and construction of a wastewater collection system project in and to the unincorporated community of Doña Ana ("project") and the funding for the first phase of the project;

WHEREAS, the JPA states in paragraph 14 that "the County and the South Central Council of Governments will diligently seek additional funds for completion of the project construction";

WHEREAS, the County has submitted an application to Farmers Home Administration ("FmHA") of the United States Department of Agriculture under the colonias program for sufficient funding to complete the project;

WHEREAS, the JPA provides that all ownership rights in the easements, permits and completed wastewater collection system will



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be transferred by the County to the City after inspection and acceptance of the project by the City;

WHEREAS, FmHA requires applicants for FmHA project assistance funds to own the facilities designed and constructed with such funds;

WHEREAS, the City is not recognized by FmHA as a qualified rural applicant for FmHA colonias project assistance funds and, therefore, the City cannot own any portion of the project constructed with such funds;

WHEREAS, the parties desire to amend the JPA to insure that project funding is available from FmHA.

NOW, THEREFORE, the parties hereby agree to amend the JPA entered into on the 14th day of September, 1993 as follows:

1. Paragraph 5 on page 2 of the JPA is hereby deleted and replaced with the following paragraph:

"The County will acquire with state or federal E.P.A. funds any necessary utility easements or permits within the City limits in the name of the City. The County will acquire any necessary utility easements or permits outside of the City limits in the name of the County."

2. Paragraph 6 on page 2 of the JPA is hereby deleted and replaced with the following paragraph:

"The County will retain all ownership rights in the completed portions of the project located outside of the City limits. After

AGREEMENT TO AMEND SPECIFIC PARAGRAPHS
OF THE JOINT POWERS AGREEMENT - PAGE 2

138,28

the City inspects and accepts the completed project for operation and maintenance, the City will assume operation and maintenance responsibilities for the project in accordance with an agreement to be entered into between the parties prior to completion of the project. The City will not allow any connections to the project until the operation and maintenance agreement is fully executed by the parties."

3. Paragraph 9 on page 3 of the JPA is hereby deleted and replaced with the following paragraph:

"The County is authorized by state statute, specifically Section 4-37-1 to acquire and own a sewage facility such as the project. However, the County recognizes that the jurisdiction of the City extends to the territory occupied by the project outside of the City limits to enable the City to maintain and protect the project as authorized by state statute, specifically Section 3-26-1, NMSA 1978."

4. Line 3 of paragraph 11 on page 3 of the JPA is hereby amended to read as follows:

". . . into any sanitary sewer system owned and/or maintained by the City. . ."

5. Lines 3, 4 and 5 of paragraph 19 on page 5 of the JPA are hereby amended to read as follows:

". . . , and that the easements, permits and the completed portion of the wastewater collection system outside of the City limits will be the property of the County."

6. A new paragraph 22 is hereby added to the JPA as follows:


"No portion of the project designed or constructed with FmHA colonias program funding will be located inside the City limits."

7. All other provisions of the JPA entered into between the parties on September 14, 1993, remain in full force and effect.

IN WITNESS WHEREOF, the parties have approved the above referenced amendments to the JPA through their authorized officials on the date first written above.

CITY OF LAS CRUCES

BY


Ruben A. Smith, MAYOR

ATTEST:


CITY CLERK

(SEAL)

APPROVED:

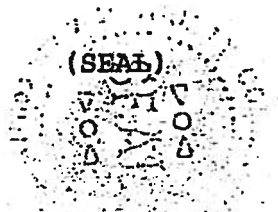

CITY ATTORNEY

COUNTY OF DOÑA ANA

BY Everardo L. Chavez
Everardo L. Chavez
CHAIRMAN OF THE BOARD OF
COUNTY COMMISSIONERS

ATTEST:

Rita Torres
COUNTY CLERK



APPROVED AS TO FORM:

Kenn D. Elfer
COUNTY ATTORNEY

State of N. Mex., Co. of Dona Ana, ss
RECEPTION NO. 15559 I hereby
certify that this instrument was filed
for record and duly recorded on.

JUN 27 1994

at 9:48 o'clock A M is Mrs.
Book 305 Page 235-239 of the
Records of said County,
County Clerk
BY Mary Ortega DEPUTY.



AGREEMENT TO AMEND SPECIFIC PARAGRAPHS
OF THE JOINT POWERS AGREEMENT - PAGE 5

13B.31

JOINT POWERS AGREEMENT FOR ADMINISTRATION OF
STATE AND FEDERAL FUNDS FOR THE DESIGN AND
CONSTRUCTION OF A WASTEWATER COLLECTION SYSTEM
IN AND TO THE COMMUNITY OF DONA ANA.

This Agreement is entered into on this 14th day of September 1993, between the County of Dona Ana ("County"), a political subdivision of the State of New Mexico, and the City of Las Cruces ("City"), a municipal corporation of the State of New Mexico.

WHEREAS, state and federal appropriations have been made in the combined amount of approximately 1.5 million dollars for the first phase of the design and construction of a wastewater collection system in and to the community of Dona Ana ("Project");

WHEREAS, the County has agreed to be the grantee, fiscal agent and administrator for the project design, related engineering work, right-of-way acquisition, and construction to the extent possible with the state and federal appropriations;

WHEREAS, the City has conditionally agreed to allow no more than five hundred thirty four (534) connections in the core community of Dona Ana to connect to the project which will tie into the City's wastewater treatment system through the use of a collection system, force main, gravity main, and lift station to be constructed as part of the project;

WHEREAS, the City's conditions are that it approve the design and construction of the project and that the gravity main portion of the project be extended northerly to the vicinity of Vista Middle School; and

WHEREAS, this Agreement is entered into pursuant to the Joint Powers Agreements Act, Sections 11-1-1 through 11-1-7, NMSA 1978.

NOW, THEREFORE, the parties in consideration of the mutual covenants set forth below, agree to actively cooperate with each other in carrying out the above purposes and, agree as follows:

1. The County will be the grantee, fiscal agent, and administrator of the project and project funds and the South Central Council of Governments will manage the project on behalf of the County.

2. The County will maintain all fiscal records following generally accepted accounting principles and will provide for the strict accountability of all receipts and disbursements of the state and federal appropriations.

3. The City will not be responsible for the contribution of any funds to the project.

4. The City will participate with the County in the selection of a consulting engineer for the preparation of all project plans and specifications, acquisitions of right-of-way, and performance of other engineering necessary for the construction of the project. The City will thereafter review and approve all project design and construction.

5. The County will acquire any necessary utility easements or permits in the name of the City.

6. The County will transfer all ownership rights and maintenance responsibilities to the City for the completed portions of the project after inspection and acceptance of those portions by the City.

7. The City will accept the wastewater from the core community of Dona Ana consisting of no more than five hundred thirty four (534) residential, governmental and small commercial

connections on the conditions that it approves the design and construction of the project and that the gravity main portion of the project be extended northerly to the vicinity of Vista Middle School.

8. All connections resulting from the project will pay to the City all applicable connection charges, development or impact fees, treatment plant capacity assessments, and monthly rate charges. The City has undertaken utility growth management and cost of service studies which may impact on these costs. These costs may be higher than in-city costs.

9. The County recognizes that the jurisdiction of the City extends to the territory occupied by the City's sanitary sewage facilities located outside of its municipal limits for the purpose of maintaining and protecting its sewage facilities as authorized by state statute, specifically Section 3-26-1, NMSA 1978.

10. The County will adopt an ordinance requiring property owners of the five hundred thirty four (534) designated connections to connect to the project as collection lines become available and requiring said property owners to pay all costs related to the connection not otherwise paid for with project funds.

11. The County will adopt an ordinance prohibiting the discharge of hazardous materials, which violate City ordinances, into any sanitary sewer system owned and maintained by the City outside of its municipal limits.

12. This Agreement shall be in effect until completion of Phase 1 of Alternative III which phase is estimated to cost One Million Five Hundred Four Thousand Dollars (\$1,504,000.00) as outlined in the Dona Ana Wastewater Feasibility Study final report

of July, 1989, or until such time that the Agreement is amended in writing by the parties.

13. This Agreement shall not become effective until approved by the Secretary of the Department of Finance and Administration of the State of New Mexico.

14. The County and the South Central Council of Governments will diligently seek additional funds for completion of the project construction.

15. The County agrees to defend, indemnify, and save harmless the City and its "public employees" as defined in the New Mexico Tort Claims Act, Sections, 41-4-1 to 41-4-29, NMSA 1978, from and against all suits, actions, or claims brought because of any personal injury or property damage resulting from the negligence of the County under this Agreement. In the event that the City, its officers, or employees actively participate in such negligence, (1) the County is relieved of the obligation to defend, and (2) the County's obligation to indemnify and save harmless is limited to the amount representing the County's comparative share of negligence as between it and the City.

16. Likewise, the City agrees to defend, indemnify and save harmless the County and its "public employees" as defined in the New Mexico Tort Claims Act, supra, from and against all suits, actions, or claims, brought because of any personal injury or property damage resulting from the negligence of the City under this Agreement. In the event that the County, its officers or employees actively participate in such negligence, (1) the City is relieved of the obligation to defend, and (2) the City's obligation to indemnify and save harmless is limited to the amount

representing the City's comparative share of negligence as between it and the County.

17. By entering into this Agreement, the parties and their "public employees", as defined in the New Mexico Tort Claims Act, supra, do not waive sovereign immunity or any defenses or other limitation of liability. No provision of this Agreement modifies or waives any provision of the New Mexico Tort Claims Act, supra.

18. No provision of this Agreement is intended to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain any suit, wrongful death, injury to person, damage to property or other claim whatsoever pursuant to the provisions of the Agreement.

19. The parties understand that the design plans acquired as a result of the Agreement will be the joint property of the parties, and that the easements, permits and the completed portion of the wastewater collection system will be the property of the City after inspection and acceptance by the City.

20. Upon termination or after completion of the design and construction services provided for herein, any surplus money shall be returned by the County to the appropriate state or federal agency. * See paragraph No. 21 on page 6. *DSD*

IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized officials on the date first written above.

CITY OF LAS CRUCES

By


RUBEN A. SMITH, Mayor

ATTEST:

Raul Herrera
CITY CLERK

APPROVED:

Francisco Ortiz
CITY ATTORNEY

COUNTY OF DONA ANA

By *Everardo L. Chavez*
EVERARDO L. CHAVEZ, Chairman

ATTEST:

Paul Zeno
COUNTY CLERK

APPROVED AS TO FORM:

Douglas S. Dubin
COUNTY ATTORNEY

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND
ADMINISTRATION

By _____

Title

21. Sufficient Appropriations: This contract is contingent upon sufficient appropriation and authorization being made by the County for fiscal year 1993-1994 for the performance of this contract. The County's decision as to whether sufficient appropriations are available shall be accepted by City, and shall be final.

Tom Figart

From: Jennifer Horton [jennifer@dawater.org]
Sent: Tuesday, June 17, 2014 3:47 PM
To: Kurt Moffat
Cc: Lee Peters; Tom Figart
Subject: Wastewater Letter
Attachments: Moffat Letter 06.17.2014.pdf

Kurt,

Attached is our letter accepting the village wastewater system as is. Please let me know if you have any question.

Sincerely,

Jennifer J. Horton

Executive Director

Doña Ana Mutual Domestic Water Consumers Association
PO Box 866
Doña Ana, NM 88032
(575) 526-3491
(575) 526-9306 - Fax
jennifer@dawater.org



Doña Ana Mutual Domestic Water Consumers Association
Mailing Address: P.O. Box 866 • Doña Ana, NM • 88032
Physical Address: 5535 Ledesma Dr • Las Cruces, NM 88007
(575) 526-3491 Office • (575) 526-9306 Fax

June 17, 2014

Kurt Moffat
Dona Ana County
845 N. Motel Blvd.
Las Cruces, NM 88007

RE: Dona Ana County Village Wastewater System

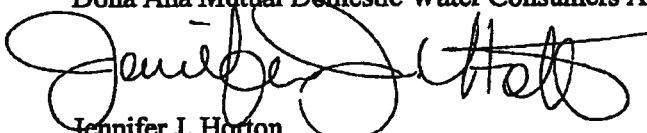
By: email kurtm@donaanacounty.org

Mr. Moffat,

Doña Ana Mutual Domestic Water Consumers Association had the opportunity to inspect the Dona Ana County Village Wastewater System on May 30, 2014. After the inspection Doña Ana Mutual Domestic Water Consumers Association is still interested in proceeding with the transfer of assets. Dona Ana Mutual fully understands that there are infrastructure issues that will need to be addressed in the future. We feel that this wastewater system will be the backbone for our future wastewater collection systems in the area.

Should you have any questions please contact me directly at (575) 526-1520.

Sincerely,
Doña Ana Mutual Domestic Water Consumers Association



Jennifer J. Horton
Executive Director

cc: Lee Peters, Peters Law Firm
Tom Figart, Dona Ana County

13839

**DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

County Assessor
Initiating Department

Andy Segovia
Contact Person

September 9, 2014
Meeting Date

130
Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED
APPROVE RESOLUTION IMPOSING THE 2014 PROPERTY TAX RATES

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The Board is required to impose the property tax rates set by DFA within five (5) days of receiving the tax rate-setting order pursuant to NMSA §7-38-4 NMSA 1978. The Assessor recommends passing proposed resolution.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Proposed Resolution
Order and Certificate of Property Tax Rates of Tax Year 2014

SUMMARY OF FINANCIAL IMPACT

Disapproving the resolution would delay and hinder processing and collecting property taxes by the County Treasurer.

ADMINISTRATIVE REVIEW AND APPROVAL

| | | |
|------------------|-----------------------|--------------------------------|
| _____ Finance | _____ Legal | _____ County Manager |
| _____ Purchasing | _____ Human Resources | _____ Assistant County Manager |
| _____ Planning | _____ Other | |

DOCUMENT CONTROL

Original/s for signature? ☒ Yes No For Recording? ☒ Yes No

Return original/s to: Andy Segovia Name County Assessor Dept.

Send copy of recorded original/s (resolution and ordinances only) to: _____ Name _____ Dept.

Deadline for return of document/s? Yes, return by: _____ or ___ No

DONA ANA COUNTY RESOLUTION NO. 2014 - ____

RESOLUTION IMPOSING THE 2014 PROPERTY TAX RATES

WHEREAS, the Board of Commissioners of Dona Ana County ("the Board") is required by New Mexico statute, §7-38-34 NMSA, to issue a written order imposing the tax rates on the net taxable value of property as provided in the property tax rate-setting order received from the New Mexico Department of Finance and Administration and further to deliver a copy of said order to the County Assessor; and

WHEREAS, the property tax rate-setting order was received from the Department of Finance and Administration on September 4, 2014.

NOW, THEREFORE, BE IT RESOLVED that the Doña Ana County Board of County Commissioners hereby orders that the 2014 tax rates, attached hereto as Exhibit 1, shall be imposed at the rates set for net taxable value of property allocated to the appropriate governmental units. A copy of this order shall be delivered to the County Assessor.

RESOLVED this day of September 9, 2014.

**BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO**

Billy G. Garrett, District 1 **For / Against**

Dr. David Garcia, District 2 **For / Against**

Benjamin L. Rawson, District 3 **For / Against**

Wayne Hancock, District 4 **For / Against**

Leticia Duarte Benavidez, District 5 **For / Against**

ATTEST:

Lynn J. Ellins, County Clerk



Susana Martinez
GOVERNOR

State of New Mexico
Department of Finance & Administration
180 Bataan Memorial Building
Santa Fe, New Mexico 87501
Phone: (505) 827-4985
Fax: (505) 827-4984

Thomas E. Clifford, Ph.D.
Cabinet Secretary

September 1, 2014

BY CERTIFIED MAIL

Billy Garrett, Chair
Doña Ana County Commission
845 North Motel Blvd.
Las Cruces, NM 88007

RE: Order Setting Property Tax Rates - 2014 Property Tax Year

Dear Chair Garrett:

Pursuant to Sections 7-37-7(A) and 7-38-33(A) NMSA 1978, I issue this order setting as the 2014 property tax rates for all governmental units imposing rates in your county the rates set forth in the attached Certificate of Property Tax Rates (Certificate).

Section 7-38-34 NMSA 1978 requires the Board of County Commissioners (Board) to issue and deliver to the County Assessor its own written order imposing these rates within five days of its receipt of this letter rate-setting order. Before the Board issues its order, the county is responsible for ensuring that the rates are correct, in accordance with 3.6.50.11(D) NMAC. To further those efforts, please immediately share the Certificate with all governmental entities (other than the State) that have rates included in the Certificate, so that they can also check the accuracy of their rates. In addition, please note that the "percentage change I" used in Section 7-37-7.1(A) NMSA 1978's yield control calculations this year was 0.65%.

Any questions concerning or suspected errors in the rates should be immediately brought to the attention of the Local Government Division's Susan M. Rodriguez at (505) 827-4964.

Sincerely,

Thomas E. Clifford, Ph.D.
Secretary of Finance & Administration

Encl: Certificate of Property Tax Rates

cc: Property Tax Division, Taxation & Revenue Department
County Assessor – Certified Mail
County Treasurer – Regular Mail

13C.2

CERTIFICATE OF PROPERTY TAX RATES IN MILLS
DONA ANA COUNTY
TAX YEAR 2014
NET TAXABLE VALUE:

\$3,970,534,033

| MUNICIPALITY: | Las Cruces | Las Cruces | | | Mesilla | Mesilla | Hatch | Hatch | | |
|--|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| TAXABLE VALUE: | 1,437,840,588 | 636,688,352 | 731,754,747 | 216,028,071 | 48,146,743 | 11,965,211 | 6,643,423 | 9,026,328 | 22,267,250 | 35,984,309 |
| CATEGORY: | 2 In R | 2 In NR | 2 Out R | 2 Out NR | 2D In R | 2D In NR | 11 In R | 11 In NR | 11 Out R | 11 Out NR |
| State Debt Service | 1.360 | 1.360 | 1.360 | 1.360 | 1.360 | 1.360 | 1.360 | 1.360 | 1.360 | 1.360 |
| Total State | 1.360 | 1.360 | 1.360 | 1.360 | 1.360 | 1.360 | 1.360 | 1.360 | 1.360 | 1.360 |
| County Operational | 9.170 | 11.850 | 9.170 | 11.850 | 9.170 | 11.850 | 9.170 | 11.850 | 9.170 | 11.850 |
| County Debt Service | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 |
| Total County | 9.255 | 11.935 | 9.255 | 11.935 | 9.255 | 11.935 | 9.255 | 11.935 | 9.255 | 11.935 |
| Municipal Operational | 4.801 | 5.120 | | | 1.055 | 2.340 | 5.500 | 5.500 | | |
| Municipal Debt Service | | | | | | | | | | |
| Las Cruces Flood Control | 2.000 | 2.000 | | | | | | | | |
| Total Municipal | 6.801 | 7.120 | | | 1.055 | 2.340 | 5.500 | 5.500 | | |
| School District Operational | 0.340 | 0.500 | 0.340 | 0.500 | 0.340 | 0.500 | 0.361 | 0.483 | 0.361 | 0.483 |
| School District Debt Service | 4.513 | 4.513 | 4.513 | 4.513 | 4.513 | 4.513 | 10.503 | 10.503 | 10.503 | 10.503 |
| School Dist. Cap. Improvement | 2.000 | 2.000 | 2.000 | 2.000 | 2.000 | 2.000 | 2.000 | 2.000 | 2.000 | 2.000 |
| House Bill 33, School Building | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 0.000 | 0.000 | 0.000 | 0.000 |
| School Dist Ed. Tech. Debt Svc | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 |
| Total School District | 9.853 | 10.013 | 9.853 | 10.013 | 9.853 | 10.013 | 12.864 | 12.986 | 12.864 | 12.986 |
| Total State, County, Municipal, & School District | 27.269 | 30.428 | 20.468 | 23.308 | 21.523 | 25.648 | 28.979 | 31.781 | 23.479 | 26.281 |
| Other: | | | | | | | | | | |

| | | | | | | | | | | |
|-----------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| NMSU Dona Ana Branch College (1) | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 |
| NMSU Dona Ana Branch Debt Svc (2) | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 |

| | | | | | | | | | | |
|--------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Total Other | 2.000 | 2.000 | 2.000 | 2.000 | 2.000 | 2.000 | 2.000 | 2.000 | 2.000 | 2.000 |
| GRAND TOTAL | 29.269 | 32.428 | 22.468 | 25.308 | 23.523 | 27.648 | 30.979 | 33.781 | 25.479 | 28.281 |

Where Applicable:

| | | | | | | | | | | |
|--------------------------|--------|--------------------------|--------------|--|--|-------|-------------------------------|--------------|--|--|
| Cattle Indemnity | 10.000 | | | | | | | | | |
| Sheep/Goats/Swine/Alpaca | 10.000 | | | | | | | | | |
| Dairy Cattle | 5.000 | | | | | | | | | |
| Bison/Camelids/Ratite | 10.000 | | | | | | | | | |
| Horses/Asses/Mules | 10.000 | | | | | | | | | |
| | | Dona Ana Fl. Con: | 1.208 | | Caballo SWCD | | McLead Watershed Dist: | 5.000 | | |
| | | | | | Res: | 1.000 | | | | |
| | | | | | Non-Res: | 1.000 | | | | |
| | | | | | (1) To Dona Ana Branch College (NMSU) | | | | | |
| | | | | | (2) NMSU Attn.: Controller, Las Cruces | | | | | |

CERTIFICATE OF PROPERTY TAX RATES IN MILLS
DONA ANA COUNTY
TAX YEAR 2014
NET TAXABLE VALUE:

\$3,970,534,033

| MUNICIPALITY: | Sunland Park | Sunland Park | Sunland Park | Sunland Park | Anthony | Anthony |
|--|---------------------|---------------------|---------------------|---------------------|----------------|----------------|
| TAXABLE VALUE: | 108,366,239 | 106,690,646 | 278,118,775 | 266,565,978 | 45,515,263 | 8,932,110 |
| CATEGORY: | 16 In R | 16 In NR | 16 Out R | 16 Out NR | 18 In R | 18 in NR |
| State Debt Service | 1.360 | 1.360 | 1.360 | 1.360 | 1.360 | 1.360 |
| Total State | 1.360 | 1.360 | 1.360 | 1.360 | 1.360 | 1.360 |
| County Operational | 9.170 | 11.850 | 9.170 | 11.850 | 9.170 | 11.850 |
| County Debt Service | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 |
| Total County | 9.255 | 11.935 | 9.255 | 11.935 | 9.255 | 11.935 |
| Municipal Operational | 6.754 | 7.650 | | | 0.000 | 0.000 |
| Municipal Debt Service | | | | | | |
| Las Cruces Flood Control | | | | | | |
| Total Municipal | 6.754 | 7.650 | | | 0.000 | 0.000 |
| School District Operational | 0.320 | 0.500 | 0.320 | 0.500 | 0.320 | 0.500 |
| School District Debt Service | 12.076 | 12.076 | 12.076 | 12.076 | 12.076 | 12.076 |
| School Dist. Cap. Improvement | 1.992 | 2.000 | 1.992 | 2.000 | 1.992 | 2.000 |
| House Bill 33, School Building | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 |
| School Dist Ed. Tech. Debt Svc | 2.238 | 2.238 | 2.238 | 2.238 | 2.238 | 2.238 |
| Total School District | 16.626 | 16.814 | 16.626 | 16.814 | 16.626 | 16.814 |
| Total State, County, Municipal, & School District | 33.995 | 37.759 | 27.241 | 30.109 | 27.241 | 30.109 |
| Other: | | | | | | |
| NMSU Dona Ana Branch College (1) | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 |
| NMSU Dona Ana Branch Debt Svc (2) | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 |
| Total Other | 2.000 | 2.000 | 2.000 | 2.000 | 2.000 | 2.000 |
| GRAND TOTAL | 35.995 | 39.759 | 29.241 | 32.109 | 29.241 | 32.109 |

Where Applicable:

| | |
|--------------------------|--------|
| Cattle Indemnity | 10.000 |
| Sheep/Goats/Swine/Alpaca | 10.000 |
| Dairy Cattle | 5.000 |
| Bison/Camelids/Ratite | 10.000 |
| Horses/Asses/Mules | 10.000 |

2014 DONA ANA TAX RATES

Went Up Went Down Stayed Same

| SCHOOL DISTRICT | STATUS | LOCATION | STATE | COUNTY | SCHOOL | CITY | DONA ANA BRANCH COLLEGE | DEBT SERVICE | TOTAL | FLOOD | TOTAL W/FLOOD |
|-----------------|--------|----------|--------------|----------|----------|----------|----------------------------|-----------------|----------|----------|------------------|
| (02) | 2 IN | R | LAS CRUCES | 0.001360 | 0.009255 | 0.009853 | 0.006801 | 0.001000 | 0.001000 | 0.029269 | |
| (02) | 2 IN | NR | LAS CRUCES | 0.001360 | 0.011935 | 0.010013 | 0.007120 | 0.001000 | 0.001000 | 0.032428 | |
| (03) | 2 OUT | R | LAS CRUCES | 0.001360 | 0.009255 | 0.009853 | | 0.001000 | 0.001000 | 0.022468 | 0.001208 |
| (03) | 2 OUT | NR | LAS CRUCES | 0.001360 | 0.011935 | 0.010013 | | 0.001000 | 0.001000 | 0.025308 | 0.001208 |
| (04) | 2 M | R | MESILLA | 0.001360 | 0.009255 | 0.009853 | 0.001055 | 0.001000 | 0.001000 | 0.023523 | 0.001208 |
| (04) | 2 M | NR | MESILLA | 0.001360 | 0.011935 | 0.010013 | 0.002340 | 0.001000 | 0.001000 | 0.027648 | 0.001208 |
| (11) | 11 IN | R | HATCH | 0.001360 | 0.009255 | 0.012864 | 0.005500 | 0.001000 | 0.001000 | 0.030979 | 0.001208 |
| (11) | 11 IN | NR | HATCH | 0.001360 | 0.011935 | 0.012986 | 0.005500 | 0.001000 | 0.001000 | 0.033781 | 0.001208 |
| (12) | 11 OUT | R | HATCH | 0.001360 | 0.009255 | 0.012864 | | 0.001000 | 0.001000 | 0.025479 | 0.001208 |
| (12) | 11 OUT | NR | HATCH | 0.001360 | 0.011935 | 0.012986 | | 0.001000 | 0.001000 | 0.028281 | 0.001208 |
| (16) | 16 IN | R | SUNLAND PARK | 0.001360 | 0.009255 | 0.016626 | 0.006754 | 0.001000 | 0.001000 | 0.035995 | 0.001208 |
| (16) | 16 IN | NR | SUNLAND PARK | 0.001360 | 0.011935 | 0.016814 | 0.007650 | 0.001000 | 0.001000 | 0.039759 | 0.001208 |
| (17) | 16 OUT | R | ANTHONY | 0.001360 | 0.009255 | 0.016626 | | 0.001000 | 0.001000 | 0.029241 | 0.001208 |
| (17) | 16 OUT | NR | ANTHONY | 0.001360 | 0.011935 | 0.016814 | | 0.001000 | 0.001000 | 0.032109 | 0.001208 |
| (18) | 18 IN | R | ANTHONY | 0.001360 | 0.009255 | 0.016626 | | 0.001000 | 0.001000 | 0.029241 | 0.001208 |
| (18) | 18 IN | NR | ANTHONY | 0.001360 | 0.011935 | 0.016814 | | 0.001000 | 0.001000 | 0.032109 | 0.001208 |

CATTLE INDEMNITY 0.010000

DONA ANA FLOOD 0.001208

SHEEP AND GOATS 0.010000

DAIRY CATTLE 0.005000

BISON 0.010000

EQUINE 0.010000

ANDY SEGOVIA

DONA ANA COUNTY ASSESSOR

DAVID GUTIERREZ

DONA ANA COUNTY TREASURER

130.5

2014 PROPOSED MILL RATES

All property values examples shown below are based on \$100,000 dollars of full valuation and \$33,333 dollars in taxable valuation not including any exemptions or increases in your 2014 valuation:

Las Cruces Public School District

| | | |
|--|--|-----------------------------------|
| 02 In-City of Las Cruces (Residential) | 2013 Taxable Value (\$33,333 x .029170)= | \$972.32 |
| | | Difference is \$3.30 in new taxes |

| | | |
|--|--|----------|
| 02 In-City of Las Cruces (Residential) | 2014 Taxable Value (\$33,333 x .029269)= | \$975.62 |
|--|--|----------|

| | | |
|---|--|-----------------------------------|
| 02 In- City of Las Cruces (Non-Residential) | 2013 Taxable Value (\$33,333 x .032443)= | \$1081.42 |
| | | Difference is \$0.50 in new taxes |

| | | |
|--|--|-----------|
| 02 In-City of Las Cruces (Non-Residential) | 2014 Taxable Value (\$33,333 x .032428)= | \$1080.92 |
|--|--|-----------|

Please note that in many instances a \$100,000 property valuation from 2013 will see an increase of 3% based on market giving you a new property valuation of \$103,000 for 2014 and a new taxable valuation of \$34,333. (In this example \$34,333 x the City of Las Cruces residential rate of .029269 will give you a tax bill of \$1004.89 compared to \$972.32 for tax year 2013 therefore, increasing your tax bill by \$32.58.

| | | |
|---|--|-----------------------------------|
| 03 Out-Unincorporated Dona Ana County (Residential) | 2013 Taxable Value (\$33,333 x .023635)= | \$787.83 |
| | | Difference is \$1.36 in new taxes |

| | | |
|---|--|----------|
| 03 Out-Unincorporated Dona Ana County (Residential) | 2014 Taxable Value (\$33,333 x .023676)= | \$789.19 |
|---|--|----------|

| | | |
|--|--|------------------------------------|
| 03 Out- Unincorporated Dona Ana County (Non-Res) | 2013 Taxable Value (\$33,333 x .026545)= | \$884.82 |
| | | Difference is \$0.96 less in taxes |

| | | |
|---|--|----------|
| 03 Out-Unincorporated Dona Ana County (Non-Res) | 2014 Taxable Value (\$33,333 x .026516)= | \$883.86 |
|---|--|----------|

| | | |
|----------------------------|--|-----------------------------------|
| 04 - Mesilla (Residential) | 2013 Taxable Value (\$33,333 x .024695)= | \$823.16 |
| | | Difference is \$1.20 in new taxes |

| | | |
|----------------------------|--|----------|
| 04 - Mesilla (Residential) | 2014 Taxable Value (\$33,333 x .024731)= | \$824.36 |
|----------------------------|--|----------|

| | | |
|--------------------------------|--|------------------------------------|
| 04 - Mesilla (Non-Residential) | 2013 Taxable Value (\$33,333 x .028885)= | \$962.82 |
| | | Difference is \$0.96 less in taxes |

| | | |
|--------------------------------|--|----------|
| 04 - Mesilla (Non-Residential) | 2014 Taxable Value (\$33,333 x .028856)= | \$961.86 |
|--------------------------------|--|----------|

2014 PROPOSED MILL RATES-(CONTINUED)

All property values examples shown below are based on \$100,000 dollars of full valuation and \$33,333 dollars in taxable valuation not including any exemptions and individual may qualify for:

Hatch Public School District

| | | |
|---|--|-----------|
| 11 In-Hatch (Residential) | 2013 Taxable Value (\$33,333 x .032140)= | \$1071.32 |
| | Difference is \$1.57 in new taxes | |
| 11 In-Hatch (Residential) | 2014 Taxable Value (\$33,333 x .032187)= | \$1072.89 |
| 11 In- Hatch (Non-Residential) | 2013 Taxable Value (\$33,333 x .035016)= | \$1167.18 |
| | Difference is \$0.89 less in taxes | |
| 11 In-Hatch (Non-Residential) | 2014 Taxable Value (\$33,333 x .034989)= | \$1166.29 |
| <hr/> | | |
| 12 Out-Unincorporated Hatch (Residential) | 2013 Taxable Value (\$33,333 x .026640)= | \$887.99 |
| | Difference is \$1.57 in new taxes | |
| 12 Out-Unincorporated Hatch (Residential) | 2014 Taxable Value (\$33,333 x .026687)= | \$889.56 |
| 12 Out- Unincorporated Hatch (Non-Res) | 2013 Taxable Value (\$33,333 x .029516)= | \$983.86 |
| | Difference is \$0.90 less in taxes | |
| 12 Out-Unincorporated Hatch (Non-Res) | 2014 Taxable Value (\$33,333 x .029489)= | \$982.96 |

2014 PROPOSED MILL RATES-(CONTINUED)

All property values examples shown below are based on \$100,000 dollars of full valuation and \$33,333 dollars in taxable valuation not including any exemptions and individual may qualify for:

Gadsden Public School District

| | | |
|---------------------------------------|--|------------------------------------|
| 16 In-Sunland Park (Residential) | 2013 Taxable Value (\$33,333 x .037260)= | \$1241.99 |
| | | Difference is \$1.90 less in taxes |
| 16 In-Sunland Park (Residential) | 2014 Taxable Value (\$33,333 x .037203)= | \$1240.09 |
| 16 In- Sunland Park (Non-Residential) | 2013 Taxable Value (\$33,333 x .041007)= | \$1366.89 |
| | | Difference is \$1.34 less in taxes |
| 16 In-Sunland Park (Non-Residential) | 2014 Taxable Value (\$33,333 x .040967)= | \$1365.55 |
| <hr/> | | |
| 16 Out-Anthony (Residential) | 2013 Taxable Value (\$33,333 x .030432)= | \$1014.39 |
| | | Difference is \$0.57 in new taxes |
| 16 Out-Anthony (Residential) | 2014 Taxable Value (\$33,333 x .030449)= | \$1014.96 |
| 16 Out- Anthony (Non-Res) | 2013 Taxable Value (\$33,333 x .033357)= | \$1111.89 |
| | | Difference is \$1.33 less in taxes |
| 16 Out-Anthony (Non-Res) | 2014 Taxable Value (\$33,333 x .033317)= | \$1110.56 |
| <hr/> | | |
| 18 In - Anthony (Residential) | 2013 Taxable Value (\$33,333 x .030432)= | \$1014.39 |
| | | Difference is \$0.57 in new taxes |
| 18 In - Anthony (Residential) | 2014 Taxable Value (\$33,333 x .030449)= | \$1014.96 |
| 18 In-Anthony (Non-Residential) | 2013 Taxable Value (\$33,333 x .033357)= | \$1111.89 |
| | | Difference is \$1.33 less in taxes |
| 18 In-Anthony (Non-Residential) | 2014 Taxable Value (\$33,333 x .033317)= | \$1110.56 |

**DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Financial Services
Initiating Department

Bill Noland
Contact Person

September 9, 2014
Meeting Date

14
Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED

**ADOPT AN ORDINANCE AUTHORIZING ISSUANCE AND SALE OF UP TO \$11,000,000
SUBORDINATE LIEN GROSS RECEIPTS TAX REFUNDING REVENUE BONDS, SERIES 2014**

SUMMARY OF ITEM TO BE CONSIDERED

INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Staff requests the adoption of an ordinance authorizing the issuance and sale of up to \$11,000,000 Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2014, and authorizing the County Manager, County Finance Director, Board Chairperson and County Clerk to take actions necessary to issue the bonds.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Bond Ordinance

SUMMARY OF FINANCIAL IMPACT

The refunding will enable the County to take advantage of lower interest rates and is projected to produce net present value savings of over \$1 million to the County. Annual debt service is projected to be reduced by over \$160,000. The bonds will be priced September 8 and final savings numbers will be presented at the meeting. The bonds will be payable from the first one-eighth Gross Receipts Tax and Equalization payments received by the County.

ADMINISTRATIVE REVIEW AND APPROVAL

[Signature] Finance

[Signature] Legal

[Signature] County Manager/
Agenda Review

____ Purchasing

____ Human Resources

[Signature] Assistant County Manager/

____ Planning

____ Other

DOCUMENT CONTROL

Original/s for signature? X Yes No For Recording? X Yes No

Return original/s to: Bill Noland Name Financial Services Dept.

Send copy of recorded original/s (resolution and ordinances only) to: Bill Noland Name Financial Services Dept.

Deadline for return of document/s? Yes, return by: Immediately upon recording or ____ No

[illegible]

The Board of Commissioners (the “Board”) of Doña Ana County in the State of New Mexico, met in regular session in full conformity with law and the rules and regulations of the County at the Commission Chambers in the Doña Ana County Government Center, 845 N. Motel Blvd., Las Cruces, New Mexico, being the regular meeting place of the Board on the 9th day of September, 2014, at the hour of 9:00 a.m. Upon roll call, the following members were found to be present:

Absent:

Also Present:

Thereupon, there was officially filed with the County Clerk, the Chairperson and each Commissioner a copy of a proposed bond ordinance in final form.

ORDINANCE NO. _____

AUTHORIZING THE ISSUANCE OF THE DOÑA ANA COUNTY, NEW MEXICO SUBORDINATE LIEN GROSS RECEIPTS TAX REFUNDING REVENUE BONDS, SERIES 2014, IN AN AGGREGATE PRINCIPAL AMOUNT OF [ELEVEN MILLION AND NO/100 DOLLARS (\$11,000,000)] FOR THE PURPOSE OF REFUNDING THE OUTSTANDING PAYMENT IN LIEU OF TAXES IMPROVEMENT REVENUE BONDS, SERIES 2004A; PROVIDING FOR THE ISSUANCE AND SALE OF THE BONDS; PROVIDING THAT THE BONDS WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM THE (I) REVENUES DERIVED FROM THE FIRST INCREMENT OF COUNTY GROSS RECEIPTS TAX IMPOSED BY THE COUNTY PURSUANT TO SECTION 7-20E-9 NMSA 1978 AND DOÑA ANA COUNTY CODE SECTION 305-2, AS AMENDED BY DOÑA ANA COUNTY CODE SECTION 305-5, AND (II) REVENUES DERIVED FROM THE EQUALIZATION DISTRIBUTION TO THE COUNTY PURSUANT TO SECTION 7-1-6.16 NMSA 1978; PROVIDING FOR THE DISPOSITION OF THE RECEIPTS DERIVED FROM THE GROSS RECEIPTS TAX; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AND AN ESCROW AGREEMENT; PROVIDING FOR THE DEFEASANCE AND REDEMPTION OF THE SERIES 2004A BONDS; PROVIDING FOR THE TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, THE METHOD OF PAYING THE BONDS AND OTHER DETAILS CONCERNING THE BONDS, INCLUDING BUT NOT LIMITED TO COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH AND APPERTAINING THERETO.

Capitalized terms used in the following preambles have the same meaning as defined in Section 1 of this Ordinance unless the context requires otherwise.

WHEREAS, the County is a legally and regularly created, established, organized and existing county under the general laws of the State of New Mexico; and

WHEREAS, pursuant to Section 7-20E-9 NMSA 1978 and County Ordinance No. 35-85, adopted on February 6, 1985, codified as Doña Ana County Code Section 305-2, as amended by County Ordinance No. 81-90, adopted on September 25, 1990, codified as Doña Ana County Code Section 305-5 (collectively, the "Tax Ordinance"), the County authorized the first one-eighth increment of county gross receipts tax, imposed at a rate of 0.125% on any person engaging in business in the County for the privilege of engaging in business in the County and distributed monthly from the Revenue Division of the New Mexico Taxation and Revenue Department to the County, effective July 1, 1985 (the "Pledged Tax Revenues"); and

WHEREAS, pursuant to Section 7-1-6.16 NMSA 1978, the County receives the Equalization Distribution from the Revenue Division of the New Mexico Taxation and Revenue

Department (the "Equalization Distribution" and with the Pledged Tax Revenues, the "Pledged Revenues"); and

WHEREAS, pursuant to County Ordinance No. 172-98, adopted on January 28, 1998, as supplemented by County Resolution No. 98-21, adopted on April 16, 1998, the County issued its Subordinate Lien Gross Receipts Tax Refunding and Improvement Revenue Bonds, Series 1998 (the "Series 1998 Bonds") in the original aggregate principal amount of \$27,890,000, which are currently outstanding in the aggregate principal amount of \$5,505,000, payable from and secured by an irrevocable and subordinate lien (but not necessarily an exclusively subordinate lien) on the Pledged Tax Revenues and an irrevocable and first lien (but not necessarily an exclusively first lien) on the County Correctional System revenues; and

WHEREAS, pursuant to County Ordinance No. 258-2012, adopted on October 10, 2012, the County issued its Gross Receipts Tax Refunding Revenue Bonds, Series 2012 (the "Series 2012 Bonds") in the original aggregate principal amount of \$4,870,000, which are currently outstanding in the aggregate principal amount of \$4,545,000, payable from and secured by an irrevocable and first lien (but not necessarily an exclusively first lien) on the Pledged Revenues; and

WHEREAS, the Pledged Revenues are not pledged to the payment of any bonds or other obligations which are presently outstanding and unpaid except for the Series 1998 Bonds and the Series 2012 Bonds; and

WHEREAS, pursuant to County Ordinance No. 212-04, adopted on February 10, 2004, as supplemented by County Resolution No. 04-48, adopted on May 24, 2004, the County issued its Payment in Lieu of Taxes Revenue Bonds, Series 2014 (the "Series 2004A Bonds") in the original aggregate principal amount of \$13,800,000, which are currently outstanding in the aggregate principal amount of \$10,220,000, payable from and secured by an irrevocable and first lien (but not necessarily an exclusively first lien) on payments in lieu of taxes received by the County annually from the United States Bureau of Land Management; and

WHEREAS, the Board hereby determines that issuance of the Bonds for the purpose of refunding, refinancing, prepaying and discharging the Series 2004A Bonds will reduce the interest costs on the debt, will permit the more effective management of debt service requirements and will affect other savings and economies, all to the benefit of the County, and consequently will provide for the public health, peace and safety of the County and its citizens; and

WHEREAS, the County has received an offer to purchase the Bonds from Piper Jaffray & Co. as the underwriter of the Bonds pursuant to the Bond Purchase Agreement; and

WHEREAS, the Board has determined and hereby determines that it is in the best interests of the County and its residents that the Bonds be issued with a subordinate lien (but not an exclusively subordinate lien) on Pledged Revenues; and

WHEREAS, there has been on deposit with the County Clerk and presented to the Board:

- (A) the proposed form of Bond Purchase Agreement;
- (B) the proposed form of Continuing Disclosure Undertaking;
- (C) the form of the Preliminary Official Statement;
- (D) the proposed form of Escrow Agreement; and

WHEREAS, the Board hereby determines that the Project to be financed by the Bonds is for governmental purposes and is not a project which would cause the Bonds to be "private activity bonds" as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Council has determined that it is in the best interest of the County to accept the offer of the Purchaser to purchase the Bonds and to enter into the Related Documents.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE COUNTY OF DOÑA ANA:

Section 1. Definitions. As used in this Ordinance, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

"Act" means the general laws of the State, including Sections 4-62-1 through 4-62-10 NMSA 1978, as amended, and enactments of the Board relating to the issuance of the Bonds, including this Ordinance.

"Board" means the Board of County Commissioners of the County or any future successor governing body of the County.

"Bond Purchase Agreement" means the bond purchase agreement to be entered into between the County and the Purchaser.

"Bondholder," "holder," "owner" or "Owner" means the registered owner of any Bond as shown on the registration books of the County for the Bonds, from time to time, maintained by the Registrar. Any reference to a majority or a particular percentage or proportion of the Bondholders shall mean the holders at the particular time of a majority or of the specified percentage or proportion in aggregate principal amount of all Bonds then outstanding.

"Bonds" means the "Doña Ana County, New Mexico Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2014" authorized by this Ordinance.

"Business Day" means a day on which commercial banks in the city in which the principal office of the Paying Agent, Registrar and Escrow Bank is located are open for conduct of substantially all of their business operations.

"Chairperson" means the Chairperson of the Board.

“Code” means the Internal Revenue Code of 1986, as amended, including, when appropriate, the statutory predecessor of the Code, and all applicable regulations whether proposed, temporary or final, including regulations issued and proposed pursuant to the statutory predecessor of the Code, and, in addition, all official rulings and judicial determinations applicable to the Bonds, and under the statutory predecessor of the Code and any successor provisions to those sections or regulations.

“Continuing Disclosure Undertaking” means the continuing disclosure undertaking with respect to the Bonds to be executed by the County on the day of issuance and delivery of the Bonds to the Purchaser.

“County” means the County of Doña Ana in the State of New Mexico.

“County Local Option Gross Receipts Tax Act” means Sections 7-20E-1 through 7-20E-27 NMSA 1978, as amended.

“Debt Service Fund” means the “Doña Ana County, New Mexico Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2014, Debt Service Fund” established by Section 16 of this Ordinance.

“Depository” means The Depository Trust Company, New York, New York, or such other securities depository as may be designated by an officer of the County.

“Equalization Distribution” means the distribution to the County by the Revenue Division of the State Department of Taxation and Revenue pursuant to Section 7-1-6.16 NMSA 1978.

“Equalization Distribution Revenue Fund” means the “Doña Ana County, New Mexico Equalization Distribution Revenue Fund” to be maintained by the County into which the County shall deposit the Equalization Distribution.

“Escrow Fund” means the special and separate fund designated as the “Doña Ana County, New Mexico Payment in Lieu of Taxes Revenue Bonds, Series 2004A, Escrow Fund” established by Section 16 of this Ordinance and by the Escrow Agreement and required to be maintained by the Escrow Bank pursuant to the Escrow Agreement.

“Escrow Bank” means BOKF, N.A. dba Bank of Albuquerque.

“Escrow Agreement” means the contract designated as the “Doña Ana County, New Mexico Payment in Lieu of Taxes Revenue Bonds, Series 2004A, Escrow Agreement” between the County and the Escrow Bank, providing for the deposit of the bond proceeds for the Refunding in the Escrow Fund on the date of delivery of the Bonds, which contract is herein authorized to be executed by the appropriate officers of the County.

“Event of default” means any of the events stated in Section 27 of this Ordinance.

“Expenses” means the reasonable and necessary fees, costs and expenses incurred by the County with respect to the issuance of the Bonds, including the fees, compensation, costs and expenses paid or to be paid to the Paying Agent, Registrar, Escrow Bank, Purchaser, attorney’s fees and financial advisor’s fees.

“Federal Securities” as used in this Ordinance shall include only direct obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America.

“Fiscal Year” means the period commencing on July 1 in each calendar year and ending on June 30 of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the County as its fiscal year.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to the entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which such word is used.

“Independent Accountant” means (A) an accountant employed by the State of New Mexico and under supervision of the State Auditor of the State of New Mexico, or (B) any certified public accountant, registered accountant, or firm of such accountants duly licensed to practice and practicing as such under the laws of the State of New Mexico, appointed and paid by the County who (i) is, in fact, independent and not under the domination of the County, (ii) does not have any substantial interest, direct or indirect, with the County, and (iii) is not connected with the County as an officer or employee of the County, but who may be regularly retained to make annual or similar audits of the books or records of the County.

“Insured Bank” means a bank or savings and loan association insured by an agency of the United States.

“Interest Payment Date” means each May 1 and November 1, commencing on May 1, 2015.

“NMSA” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

“Obligations” means bonds, notes or any other instrument which evidence a borrowing or other obligation of the County, secured by Pledged Tax Revenues, Equalization Distributions, or both, issued or incurred for any purpose permitted by the Act.

“One-Eighth Percent County Gross Receipts Tax Revenue Fund” means the “Doña Ana County, New Mexico One-Eighth Percent County Gross Receipts Tax Revenue Fund” continued herein and maintained by the County into which the County shall deposit the Pledged Tax Revenues.

“Ordinance” means this County Ordinance as amended or supplemented from time to time.

"Outstanding" or "outstanding" when used in reference to the Bonds means, on any particular date, the aggregate of all Bonds delivered under this Ordinance except:

A. those cancelled at or prior to such date or delivered or acquired by the County at or prior to such date for cancellation;

B. those otherwise deemed to be paid in accordance with Section 24 or Section 33 of this Ordinance;

C. those in lieu of or in exchange or substitution for which other Bonds shall have been delivered, unless proof satisfactory to the County and the Paying Agent is presented that any Bond for which a new Bond was issued or exchanged is held by a bona fide holder or in due course; and

D. those Bonds which have been refunded in accordance with this Ordinance or other ordinance of the County authorizing the issuance of the applicable bonds.

"Parity Bonds" or "Parity Obligations" means the Series 1998 Bonds, the Bonds and any other Obligations hereafter issued or incurred payable from the Pledged Revenues and issued with a lien on the Pledged Revenues on parity with the lien thereon of the Bonds.

"Paying Agent" means the BOKF, N.A. dba Bank of Albuquerque, as agent for the County for the payment of the Bonds, the interest thereon and any prior redemption premium in connection therewith, and any successor.

"Pledged Revenue Funds" means collectively, the Equalization Distribution Revenue Fund and the One-Eighth Percent County Gross Receipts Tax Revenue Fund.

"Pledged Revenues" means collectively, the Equalization Distribution and the Pledged Tax Revenues.

"Pledged Tax Revenues" means the amounts of money derived from all of the revenue attributable to the first one-eighth county gross receipts tax transferred to the County pursuant to Section 7-1-6.13 NMSA 1978, which county gross receipts tax is imposed on all persons engaging in business in the County pursuant to the Tax Ordinance, and as authorized by the County Local Option Gross Receipts Tax Act, (1) which tax equals, subject to the exemptions specified in Sections 7-20E-4(A) and 7-20E-5 NMSA 1978, and the deductions referred in Section 7-20E-7 NMSA 1978, one-eighth of one percent (0.125%) of the gross receipts of all persons engaging in business in the County for the privilege of engaging in business in the County, and (2) which amounts are collected and, after any deductions for administrative costs and any disbursements for tax credits, refunds and the payment of interest applicable to such gross receipts tax and subject to any increase or decrease pursuant to Section 7-1-6.15 NMSA 1978, are distributed monthly (together with the balance of the County's gross receipt tax) by the Revenue Division of the Taxation and Revenue Department of the State of New Mexico to the County pursuant to Section 7-1-6.13 NMSA 1978. Pledged Tax Revenues also includes (i) the portion of the gross receipts tax distribution to the County to be made

pursuant to Section 7-1-6.47 NMSA 1978, which represents the amount of Pledged Revenues set forth in the sentence above that would have been remitted to the County but for the deductions provided by Sections 7-9-92 and 7-9-93 NMSA 1978 and (ii) any similar distributions made to the County in lieu of Pledged Tax Revenues, but Pledged Tax Revenues do not include any similar distributions in lieu of any other county local option gross receipts tax revenues.

“Preliminary Official Statement” and “Official Statement” means the disclosure documents used by the Purchaser in connection with the sale of the Bonds to the public.

“Principal Payment Date” means May 1 in each year beginning May 1, 2015.

“Purchaser” means Piper Jaffray & Co.

“Rebate Fund” means the “Doña Ana County, New Mexico Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2014, Rebate Fund” established by Section 26(N) of this Ordinance.

“Refunded Bond Requirements” means the principal of and interest on (i.e., all debt service requirements for) the Series 2004A Bonds to and including their first optional redemption date.

“Refunding” means (1) refunding, refinancing, discharging and prepaying the Series 2004A Bonds, and (2) paying Expenses related to the issuance of the Bonds and the prepayment and discharge of the Series 2004A Bonds.

“Registrar” means BOKF, N.A. dba Bank of Albuquerque, as registrar and transfer agent for the Bonds, and any successor.

“Related Documents” means the Bond Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Undertaking, the Tax Compliance Certificate and any other document or agreement containing an obligation of the County as may be required in connection with the issuance of the Bonds.

“Series 1998 Bonds” means the “Doña Ana County, New Mexico Subordinate Lien Gross Receipts Tax Refunding and Improvement Revenue Bonds, Series 1998” issued on April 1, 1998 in the aggregate principal amount of \$27,890,000 and secured by a pledge of the Pledged Tax Revenues and County Correctional System revenues.

“Series 2004A Bonds” means the “Doña Ana County, New Mexico Payment in Lieu of Taxes Revenue Bonds, Series 2004A” issued on June 1, 2004 in the aggregate principal amount of \$13,800,000 and secured by a pledge of payments in lieu of taxes received by the County annually from the United States Bureau of Land Management.

“Series 2012 Bonds” means the “Doña Ana County, New Mexico Gross Receipts Tax Refunding Revenue Bonds, Series 2012” issued on November 13, 2012 in the aggregate principal amount of \$4,870,000 and secured by a pledge of the Pledged Revenues.

“State” means the State of New Mexico.

“Superior Obligations” means the Series 2012 Bonds, and any other Obligations hereafter issued or incurred payable from the Pledged Revenues and issued with a lien on the Pledged Revenues which is superior to the lien thereon of the Bonds.

“Tax Compliance Certificate” means the Tax Compliance Certificate to be delivered by the County at the time of issuance of the Bonds, as the same may be supplemented in accordance with its terms.

“Tax Ordinance” means County Ordinance No. 35-85, adopted on February 6, 1985, codified as Doña Ana County Code Section 305-2, as amended by County Ordinance No. 81-90, adopted on September 25, 1990, codified as Doña Ana County Code Section 305-5, imposing the Pledged Tax Revenues.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Board and the officers of the County, directed toward the Refunding, the issuance of the Bonds for the Refunding and the sale of the Bonds to the Purchaser be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of Refunding. The Refunding and the method of financing the Refunding are hereby authorized and ordered at a total cost of \$[11,000,000] and the necessity thereof is hereby so declared, excluding any such cost defrayed or to be defrayed by any source other than Bond proceeds.

Section 4. Findings. The Board hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. Moneys available for the Refunding from all sources other than the issuance of revenue bonds are not sufficient to defray the cost of the Refunding.

B. The Pledged Revenues may lawfully be pledged to secure the payment of the Bonds.

C. It is economically feasible to defray, in part, the cost of the Refunding by the issuance of the Bonds.

D. The issuance of the Bonds pursuant to the Act to provide funds for the Refunding is necessary and in the interest of the public health, safety and welfare of the residents of the County.

E. The issuance of the Bonds provides debt service savings for the County.

F. The County is current in the accumulation of all amounts which are required to have been accumulated in the debt service fund and the reserve fund for the Series 1998 Bonds and the Series 2012 Bonds.

G. The net effective interest rate on the Bonds of ____% is less than the statutory maximum of twelve percent (12%).

Section 5. Bonds - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of a majority of all of the members of the Board. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the County, it is hereby declared necessary that the County, pursuant to the Act, issue its negotiable, fully registered, revenue bonds to be designated "Doña Ana County, New Mexico Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2014," in an aggregate principal amount of \$[11,000,000] and the issuance, sale and delivery of the Bonds are hereby authorized. The Bonds shall be sold by a negotiated sale to the Purchaser pursuant to the Bond Purchase Agreement at the price established in the Bond Purchase Agreement which is hereby ratified and approved.

B. Details of Bonds. The Bonds shall be dated the date of their issuance and delivery (herein "Series Date") to the Purchaser, and are issuable in the denomination of \$5,000 each or any integral multiple thereof (provided that no Bond may be in a denomination which exceeds the principal coming due on any maturity date and no individual Bond will be issued for more than one maturity). The Bonds shall be numbered consecutively from 1 upwards.

The Bonds shall bear interest from the Series Date, payable semi-annually on May 1 and November 1 each year, commencing on May 1, 2015, until their respective maturities and shall bear the rates of interest and shall mature on May 1 in each of the designated amounts and years as set forth below:

| <u>Year</u> <u>Maturing</u> | <u>Amounts</u> <u>Maturing</u> | <u>Interest Rate</u> <u>(Per Annum)</u> |
|--------------------------------|-----------------------------------|--|
| 2015 | | |
| 2016 | | |
| 2017 | | |
| 2018 | | |
| 2019 | | |
| 2020 | | |
| 2021 | | |
| 2022 | | |
| 2023 | | |
| 2024 | | |
| 2025 | | |
| 2026 | | |
| 2027 | | |
| 2028 | | |

The net effective interest rate on the Bonds is less than the statutory maximum rate of twelve percent (12%) per annum.

Section 6. Prior Redemption.

A. Optional Redemption. The Bonds maturing on and after May 1, [2025] shall be subject to redemption prior to maturity at the County's option in one or more units of principal of \$5,000 on and after May 1, [2024], in whole or in part at any time, in such order of maturities as the County may determine (and by lot if less than all of the Bonds of such maturity is called, such selection by lot to be made by the Registrar in such manner considered appropriate and fair) at a redemption price equal to the principal amount of the Bonds or portions thereof to be redeemed plus accrued interest, if any, to the date fixed for redemption.

B. Notice to Registrar. The Registrar shall not be required to give notice of any optional redemption unless the Registrar has received written instructions from the County in regard thereto, at least 45 days prior to such redemption date unless waived by the Registrar.

C. Notice to Owners. Notice of redemption shall be given by the Registrar by sending a copy of such notice by first-class, postage prepaid mail at least thirty (30) days prior to the redemption date to the registered owner of each Bond, or portion thereof, to be redeemed at the address shown as of the close of business of the Registrar on the fifth day prior to the mailing of notice on the registration books kept by the Registrar. Neither the County's failure to give such notice nor the Registrar's failure to give such notice to the registered owner of any Bond, or any defect therein, shall affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. Notices of redemption shall specify the maturity dates and the number or numbers of the Bonds to be redeemed (if less than all are to be redeemed) and if less than the full amount of any Bond is to be redeemed, the amount of such Bonds to be redeemed, the date fixed for redemption, and that on such redemption date there will become due and payable upon each Bond to be redeemed at the office of the Paying Agent the principal amount to be redeemed plus accrued interest to the redemption date and that from and after such date interest will cease to accrue on such amount. Notice having been given in the manner hereinbefore provided, the Bond or Bonds so called for redemption shall become due and payable on the redemption date so designated and if an amount of money sufficient to redeem all Bonds called for redemption shall on the redemption date be on deposit with the Paying Agent, the bonds to be redeemed shall be deemed not outstanding and shall cease to bear interest from and after such redemption date. Upon presentation of the Bonds to be redeemed at the office of the Paying Agent, the Paying Agent will pay the Bond or Bonds so called for redemption with funds deposited with the Paying Agent by the County.

D. Conditional Notice. If money or securities sufficient to pay the optional redemption price of the Bonds to be called for optional redemption are not on deposit with the Paying Agent prior to the giving of notice of optional redemption pursuant to paragraph B of this Section, such notice shall state such Bonds will be redeemed in whole or in part on the optional redemption date in a principal amount equal to that part of the optional redemption price

received by the Paying Agent by 2:00 p.m. on the applicable optional redemption date. If the full amount of the optional redemption price is not received as set forth in the preceding sentence, the notice shall be effective only for those Bonds for which the optional redemption price is on deposit with the Paying Agent. If all Bonds called for optional redemption cannot be redeemed, the Bonds to be redeemed shall be selected in a manner deemed reasonable and fair by the County and the Paying Agent shall give notice, in the manner in which the original notice of optional redemption was given, that such money was not received. In that event, the Paying Agent, shall promptly return to the owners thereof the Bonds or certificates which it has received evidencing the part thereof which have not been redeemed.

Section 7. Filing of Signatures. Prior to the execution of any Bond, the Chairperson and County Clerk shall each file, pursuant to Sections 6-9-1 to 6-9-6 NMSA 1978, as amended, with the New Mexico Secretary of State his or her manual signature certified by him or her under oath; provided that filing shall not be necessary for any officer where any previous filing may have legal application to the Bonds.

Section 8. Execution and Authentication of Bonds.

A. Execution. The Bonds shall be signed with the engraved, imprinted, stamped or otherwise reproduced facsimile of the signature, or the manual signature, of the Chairperson and shall be attested with the facsimile or manual signature of the County Clerk. There shall be affixed to each Bond the printed, engraved, stamped or otherwise placed facsimile of, or imprint of, the County's corporate seal. The Bonds shall be authenticated by the manual signature of the Registrar. The Bonds when authenticated and bearing the manual or facsimile signatures of the officers in office at the time of signing thereof shall be valid and binding special obligations of the County, notwithstanding that before delivery thereof and payment therefor, any or all of the persons whose signatures appear thereon shall have ceased to fill their respective offices. The Chairperson and County Clerk, at the time of the execution of the Bonds and the signature certificate, each may adopt as and for his or her own facsimile signature, the facsimile signature of his or her predecessor in office if such facsimile signature appears upon any of the Bonds or certificates pertaining to the Bonds.

B. Authentication. No Bond shall be valid or obligatory for any purpose unless the certificate of authentication has been duly executed by the Registrar.

Section 9. Negotiability. The Bonds shall be fully negotiable and shall have all the qualities of negotiable paper, and the Bondholders shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code-Investment Securities. Except as set forth herein, the Bonds outstanding shall in all respects be equally and ratably secured, without preference, priority or distinction on account of the date or dates or the actual time or times of the issuance or maturity of the Bonds.

Section 10. Payment and Presentation of Bonds for Payment. Principal and interest on the Bonds shall be payable in lawful money of the United States of America, without deduction for exchange or collection charges. Principal shall be payable in immediately available funds at maturity thereof upon presentation and surrender of such Bond at the principal office of the

Paying Agent or at the designated office of any successor Paying Agent. Interest on the Bonds shall be payable by check or draft mailed to the registered owner thereof (or in such other manner as may be agreed upon by the Paying Agent and the registered owner), as shown on the registration books maintained by the Registrar at the address appearing therein on the 15th day of the calendar month next preceding the Interest Payment Date (the "Record Date"). Any interest which is not timely paid or provided for shall cease to be payable to the owner thereof (or of one or more predecessor Bonds) as of the Record Date, but shall be payable to the owner thereof (or of one or more predecessor Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Paying Agent whenever moneys become available for payment of the overdue interest, and notice of the special record date shall be given to Bond owners not less than ten days prior thereto. If any Bond presented for payment remains unpaid at maturity, it shall continue to bear interest at the rate or rates designated in, and applicable to, such Bond from time to time. If any Bond is not presented for payment at maturity when funds available therefor have been deposited with the Paying Agent, it shall cease bearing interest on and from the date of maturity.

Section 11. Registration, Transfer, Exchange and Ownership of Bonds.

A. Registration, Transfer and Exchange. The County shall cause books for registration, transfer, and exchange of the Bonds as provided herein to be kept at the principal office of the Registrar. Upon surrender for transfer or exchange of any fully registered Bond at the principal office of the Registrar duly endorsed by the registered owner or his attorney duly authorized in writing, or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Registrar and duly executed, the Registrar shall authenticate and deliver, not more than three (3) business days after receipt of the Bond or Bonds to be transferred, in the name of the transferee or registered owner, as appropriate, a new Bond or Bonds in authorized denominations, in fully registered form of the same aggregate principal amount, maturity and interest rate.

B. Limitations. The Registrar shall close books for change of registered owners' addresses on each Record Date; transfers will be permitted within the period from each Record Date to each Interest Payment Date, but such transfers shall not include a transfer of accrued interest payable.

C. Owner of the Bonds. The person in whose name any Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of either the principal of or interest on any such Bond shall be made only to or upon the order of the registered owner thereof or his legal representative as stated herein, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

D. Replacement Bonds. If any Bonds shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such Bond, if mutilated, and such evidence, information or indemnity relating thereto as the Registrar may reasonably require, if lost, stolen or destroyed, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity and interest rate, bearing a number or numbers not

contemporaneously outstanding. If any such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar may request the Paying Agent to pay such bond in lieu of replacement.

E. Additional Bonds. Executed but unauthenticated Bonds are hereby authorized to be delivered to the Registrar in such quantities as may be convenient to be held in custody by the Registrar pending delivery as herein provided.

F. Charges. For each new Bond issued in connection with a transfer or exchange, the Registrar may make a charge to the owner of the Bond requesting such exchange or transfer sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

G. Successor Registrar or Paying Agent. If the Registrar or Paying Agent initially appointed hereunder shall resign or is prohibited by law from continuing as Registrar or Paying Agent, or if the County shall reasonably determine that said Registrar or Paying Agent has become incapable of fulfilling its duties hereunder, the County may, upon notice mailed to each registered owner of Bonds at the address last shown on the registration books, appoint a successor Registrar or Paying Agent, or both. Every such successor Registrar or 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, not less than \$50,000,000. It shall not be required that the same institution serves as both Registrar and Paying Agent hereunder, but the County shall have the right to have the same institution serve as both Registrar and Paying Agent hereunder.

H. Book Entry. 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 a 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 affected on the books of the Depository and its participants ("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, premium, if any, and interest will be paid to the Depository or its nominee as the registered owner of the Bonds. The transfer of principal, premium, if any, and interest payments to Participants will be the responsibility of the Depository; the transfer of principal, premium, if any, 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 County 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 County determines that a continuation of the system of book-entry transfers through the Depository ceases to be beneficial to the County or the Beneficial Owners, the County will either

identify another Depository or Bonds certificates 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 County 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 County are authorized to sign agreements with the Depository relating to the matters set forth in this Section.

Notwithstanding any other provision of this Ordinance, so long as all of the Bonds are registered in the name of the Depository or its nominee, all payments of principal, premium, if any, and interest on the Bonds, and all notices with respect to the Bonds, shall be made and given by the Paying Agent, Registrar or the County to the Depository as provided in this Ordinance 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 County to the Depository.

Section 12. Special Limited Obligations. All of the Bonds and all payments of principal, premium, if any, and interest thereon at maturity, together with any interest accruing thereon, shall be special limited obligations of the County and shall be payable and collectible solely from the Pledged Revenues, after payment of any Superior Obligations, which revenues are so pledged and are payable as set forth in Section 20 of this Ordinance. The owner or owners of the Bonds may not look to any general or other fund for the payment of the principal of or interest on such obligations, except the designated special funds pledged therefor. The Bonds shall not constitute an indebtedness or a debt of the County within the meaning of any constitutional, charter or statutory provision or limitation, nor shall they be considered or held to be general obligations of the County, and each of the Bonds shall recite that it is payable and collectible solely out of the Pledged Revenues, after payment of any Superior Obligations, pledged as set forth in this Ordinance, and that the holders thereof may not look to any general or other municipal fund for the payment of the principal of and interest on the Bonds. Nothing herein shall prevent the County from applying other funds of the County legally available therefor to the payment of the Bonds, in its sole discretion.

Section 13. Form of Bonds. The forms, terms and provisions of the Bonds shall be substantially in the form set forth below, with such changes therein as are not inconsistent with this Ordinance.

[Form of Bond]

UNITED STATES OF AMERICA
STATE OF NEW MEXICO COUNTY OF DOÑA ANA

DOÑA ANA COUNTY, NEW MEXICO
SUBORDINATE LIEN GROSS RECEIPTS TAX REFUNDING REVENUE BONDS

SERIES 2014

Bond No. _____ \$ _____

| <u>INTEREST RATE</u> | <u>MATURITY DATE</u> | <u>DATE OF BOND</u> | <u>CUSIP</u> |
|----------------------|----------------------|---------------------|--------------|
| ____ % per annum | May 1, _____ | October 14, 2014 | _____ |

PRINCIPAL AMOUNT:

REGISTERED OWNER: CEDE & CO.

The County of Doña Ana (the "County"), in the State of New Mexico (the "State"), a political subdivision duly organized and existing under the Constitution and laws of the State, for value received, promises to pay, solely from the special funds available for the purpose set forth below, to the Registered Owner stated above, or registered assigns, on the Maturity Date stated above (unless this bond may be and is called for prior redemption, in whole or in part, in which case on such redemption date), upon presentation and surrender of this bond to BOKF, N.A. dba Bank of Albuquerque, in Albuquerque, New Mexico, or any successor (as such, the "Paying Agent"), the Principal Amount stated above and premium, if any, and to pay interest on the unpaid Principal Amount at the Interest Rate stated above on May 1 and November 1 of each year beginning on May 1, 2015 (each, an "Interest Payment Date") to the Maturity Date stated above, or until redeemed if called for redemption prior to maturity. If upon presentation and surrender at maturity or for prior redemption, payment of this bond is not made, interest shall continue at the Interest Rate stated above until the Principal Amount is paid in full. This bond will bear interest 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 Date of Bond stated above. Interest on this bond is payable by check or draft mailed to the registered owner hereof (or by such other arrangement as may be mutually agreed to by the Paying Agent and the registered owner) as shown on the registration books for this issue maintained by BOKF, N.A. dba Bank of Albuquerque or any successor (as such, the "Registrar"), at the address appearing therein at the close of business on the fifteenth day of the calendar month next preceding the Interest Payment Date (the "Record Date"). Any interest which is not timely paid or duly provided for shall cease to be payable to the owner hereof (or of one or more predecessor Bonds, defined below) as of the Record Date, but shall be payable to the owner hereof (or of one or more predecessor Bonds) at the close of business on a special record date to be fixed by the Paying Agent for the payment of interest. Notice of the special record date shall be given to owners of Bonds as then shown on the Registrar's registration books not less than ten days prior to the special record date. The principal of, premium, if any, and interest on this bond are payable in lawful money of the United States of America, without deduction for exchange or collection charges.

This bond is one of a duly authorized series of fully registered bonds of the County in the aggregate principal amount of \$[11,000,000] issued in denominations of \$5,000 or integral multiples thereof, designated as Doña Ana County, New Mexico Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2014 (the "Bonds"), issued under and pursuant to County Ordinance No. _____, (the "Bond Ordinance").

The bonds of the series of which this bond is a part maturing on and after May 1, [2025], are subject to prior redemption at the County's option in one or more units of principal of \$5,000 on and after May 1, [2024], in whole or in part at any time, in such order of maturities as the County may determine (and by lot if less than all of the Bonds of such maturity is called, such selection by lot to be made by the Registrar in such manner considered appropriate and fair), at a redemption price equal to the principal amount of the Bonds or portion thereof to be redeemed plus accrued interest, if any, to the redemption date.

Notice of redemption shall be given by the Registrar by sending a copy of such notice by first-class, postage prepaid mail at least thirty (30) days prior to the redemption date to the registered owner of each Bond, or portion thereof, to be redeemed at the address shown as of the close of business of the Registrar on the fifth day prior to the mailing of notice on the registration books kept by the Registrar. Neither the County's failure to give such notice nor the Registrar's failure to give such notice to the registered owner of any Bond, or any defect therein, shall affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. Notices of redemption shall specify the maturity dates and the number or numbers of the Bonds to be redeemed (if less than all are to be redeemed) and if less than the full amount of any Bond is to be redeemed, the amount of such Bonds to be redeemed, the date fixed for redemption, and that on such redemption date there will become and be due and payable upon each Bond to be redeemed at the office of the Paying Agent the principal amount to be redeemed plus accrued interest to the redemption date and that from and after such date interest will cease to accrue on such amount. Notice having been given in the manner hereinbefore provided, the Bond or Bonds so called for redemption shall become due and payable on the redemption date so designated and if an amount of money sufficient to redeem all Bonds called for redemption shall on the redemption date be on deposit with the Paying Agent, the bonds to be redeemed shall be deemed not outstanding and shall cease to bear interest from and after such redemption date. Upon presentation of the Bonds to be redeemed at the office of the Paying Agent, the Paying Agent will pay the Bond or Bonds so called for redemption with funds deposited with the Paying Agent by the County.

Books for the registration and transfer of the Bonds shall be kept by the Registrar. Upon the surrender for transfer or exchange of a Bond at the principal office of the Registrar, duly endorsed or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar shall authenticate and deliver, not more than three (3) business days after receipt of the Bond or Bonds to be transferred, in the name of the transferee or owner a new Bond or Bonds in fully registered form of the same aggregate principal amount, maturity and interest rate, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds shall be without charge to the owner or any transferee, but the Registrar may require the payment by the owner of any Bond of any tax or other similar governmental charge required to be paid with respect to such exchange or transfer. The Registrar will close books for change of registered owners' addresses on each Record Date; transfers will be permitted within the period from each Record Date to each Interest Payment Date, but such transfers shall not include a transfer of accrued interest payable.

The person in whose name any Bond is registered on the registration books kept by the Registrar 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 in the Bond Ordinance; 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. 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 will, upon receipt of such Bond, if mutilated, and such evidence, information or indemnity relating thereto as the Registrar may reasonably require, if lost, stolen or destroyed, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity and interest rate, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar may direct the Paying Agent to pay such Bond in lieu of replacement.

This bond does not constitute an indebtedness of the County within the meaning of any constitutional or statutory provision or limitation, shall not be considered or held to be a general obligation of the County, and is payable and collectible solely out of the Pledged Revenues pursuant to the subordinate pledge made by and as defined in the Bond Ordinance. Payment of the bonds of the series of which this bond is one and the interest thereon shall be made solely from, and as security for such payment, there are pledged pursuant to the Bond Ordinance (A) one-eighth of one percent county gross receipts tax revenues remitted to the County by the State of New Mexico pursuant to Section 7-1-6.13 NMSA 1978, which County gross receipts tax is imposed on all persons engaging in business in the County pursuant to County Ordinance No. 35-85, adopted on February 6, 1985, codified as Doña Ana County Code Section 305-2, as amended by County Ordinance No. 81-90, adopted on September 25, 1990, codified as Doña Ana County Code Section 305-5, and as authorized by Sections 7-20E-1 through 7-20E-27 NMSA 1978, as amended, (1) which tax equals, subject to the exemptions specified in Sections 7-20E-4(A) and 7-20E-5 NMSA 1978, and the deductions referred to in Section 7-20E-7 NMSA 1978, one-eighth of one percent of the gross receipts of all persons engaging in business in the County for the privilege of engaging in business in the County, and (2) which amounts are collected and, after any deductions for administrative costs and any disbursements for tax credits, refunds and the payment of interest applicable to such gross receipts tax and subject to any increase or decrease pursuant to Section 7-1-6.15 NMSA 1978, are distributed monthly (together with the balance of the County's gross receipts taxes) by the Revenue Division of the Taxation and Revenue Department of the State of New Mexico to the County pursuant to Section 7-1-6.13 NMSA 1978. Pledged Revenues also includes (i) the portion of the gross receipts tax distribution to the County to be made pursuant to Section 7-1-6.47 NMSA 1978 which represents the amount of Pledged Revenues set forth in the previous sentence that would have been remitted to the County but for the deductions provided by Sections 7-9-92 and 7-9-93 NMSA 1978 and (ii) any similar distributions made to the County in lieu of gross receipts tax revenues, and (B) Equalization Distribution to the County by the Revenue Division of the State Department of Taxation and Revenue pursuant to Section 7-1-6.16 NMSA 1978.

The registered owner may not look to any general or other fund for the payment of the principal of, interest upon, and any prior redemption premium in connection with this obligation except the special funds (i.e., the Pledged Revenues) pledged therefor. Payment of this bond and the interest thereon shall be made solely from, and as security for such payment there are pledged, pursuant to the Bond Ordinance, a special fund identified as the "Doña Ana County, New Mexico Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2014, Debt Service Fund" into which the County covenants to pay from the Pledged Revenues sums sufficient to pay when due the principal of and interest on the bonds of the series of which this is one. Reference is made to the Bond Ordinance for a description of said funds and the nature and extent of the security afforded thereby for the payment of the principal of and the interest on the bonds. The bonds are equitably and ratably secured by a lien on the Pledged Revenues, and the bonds constitute an irrevocable and subordinate lien (but not necessarily an exclusive subordinate lien) upon the Pledged Revenues and on a parity with the lien thereon of any Parity Obligations. Additional bonds may be issued and made payable from the Pledged Revenues, upon satisfaction of the conditions set forth in the Bond Ordinance, having a lien thereon either on a parity with, or superior to, the lien on the Pledged Revenues of the Bonds.

The Bonds are issued for the purpose of (1) refunding, refinancing, discharging and prepaying the Doña Ana County, New Mexico Payment in Lieu of Taxes Revenue Bonds, Series 2004A issued on June 1, 2004 in the aggregate principal amount of \$9,760,000 (the "Series 2004A Bonds"), and (2) paying expenses and costs of issuance related to the issuance of the Bonds and the prepayment and discharge of the Series 2004A Bonds.

The County covenants and agrees with the owner of this bond and with each and every person who may become the owner hereof that it will keep and perform all of the covenants of the Bond Ordinance.

This bond is subject to the condition, and every owner hereof by accepting the same agrees with the obligor and every subsequent owner hereof, that the principal of and interest on this bond shall be paid, and this bond is transferable, free from and without regard to any equities, set-offs or crossclaims between the obligor and the original purchaser or any other owner hereof.

It is hereby certified that all acts and conditions necessary to be done or performed by the County or to have happened precedent to and in the issuance of the Bonds to make them legal, valid and binding special obligations of the County have been performed and have happened as required by law, and that the Bonds do not exceed or violate any constitutional or statutory limitation of or pertaining to the County.

This bond shall not be valid or obligatory for any purpose until the Registrar shall have manually signed the Certificate of Authentication.

IN WITNESS WHEREOF, Doña Ana County, New Mexico, has caused this bond to be signed and executed on the County's behalf with the facsimile or manual signature of the Chairperson and the facsimile or manual signature of the County Clerk and has caused the

corporate seal or a facsimile thereof of the County to be affixed hereon, all as of the Date of Bond.

DOÑA ANA COUNTY, NEW MEXICO

[FACSIMILE SEAL]

By _____
Chairperson

By _____
County Clerk

[Form of Registrar's Certificate of Authentication]

Certificate of Authentication

This is one of the Bonds described in the Bond Ordinance, and this bond has been registered on the registration books kept by the undersigned as Registrar for the Bonds.

Date of Authentication: _____

BOKF, N.A. dba Bank of Albuquerque,
As Registrar and Paying Agent

By _____
Authorized Officer

[End of Form of Registrar's Certificate of Authentication]

[Form of Assignment]

Assignment

For value received, _____ hereby sells, assigns and transfer unto _____ the within bond and hereby irrevocably constitutes and appoints _____ attorney, to transfer the same on the books of the Registrar, with full power of substitution in the premises.

Social Security or Tax Identification No. of Assignee _____

Dated: _____

NOTE: The assignor's signature to this Assignment must correspond with the name as written on 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 14. Period of Project's Usefulness. It is hereby determined and recited that the period of remaining usefulness of the project financed with the proceeds of the Series 204A Bonds is not less than the final maturity date of the Bonds.

Section 15. Disposition of Proceeds. Except as herein otherwise specifically provided, the proceeds derived from the sale of the Bonds, shall be used and paid solely for the valid costs of the Refunding.

A. Accrued Interest and Premium. Upon the sale of the Bonds, all moneys received as accrued interest shall be deposited into the Debt Service Fund to apply on the payment of interest next due on the Bonds. All moneys received as premium on the Bonds shall be deposited in the Escrow Fund and used to purchase Federal Securities pursuant to this Ordinance and the Escrow Agreement.

B. Expenses. Upon the sale and delivery of the Bonds, an amount necessary to pay Expenses shall be used for payment of the Expenses in compliance with applicable law.

C. Escrow Fund Deposit. An amount of proceeds received from the sale of the Bonds shall be deposited in the Escrow Fund. Such amount shall be sufficient to acquire the Federal Securities necessary to pay the Refunded Bond Requirements in accordance with the terms of the Escrow Agreement and Section 17 of this Ordinance. The acquisition of Federal Securities for the Escrow Fund is hereby authorized.

D. Purchaser Not Responsible. The Purchaser of the Bonds shall in no manner be responsible for the application or disposal by the County or by its officers of the funds derived from the sale thereof or of any other funds herein designated.

Section 16. Funds and Accounts. The County hereby creates or continues the following special and separate funds, which shall be under the control of the County or the Escrow Bank:

A. Equalization Distribution Revenue Fund. The "Doña Ana County, New Mexico Equalization Distribution Revenue Fund" to be maintained by the County into which the County shall deposit the Equalization Distribution.

B. One-Eighth Percent County Gross Receipts Tax Revenue Fund. The "Doña Ana County, New Mexico One-Eighth Percent County Gross Receipts Tax Revenue Fund" maintained by the County into which the County shall deposit the Pledged Tax Revenues.

C. Debt Service Fund. The "Doña Ana County, New Mexico Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2014, Debt Service Fund" to be maintained by the County.

D. Escrow Fund. The "Doña Ana County, New Mexico Payment in Lieu of Taxes Revenue Bonds, Series 2004A, Escrow Fund" to be maintained by the Escrow Bank.

Section 17. Escrow Fund.

A. Maintenance of Escrow Fund. The Escrow Fund shall be maintained on behalf of the County by and in the Escrow Bank in an amount at the time of the deposit and all times subsequently at least sufficient, together with the known minimum yield to be derived from the investment of the deposits therein or any part thereof in Federal Securities to pay the Refunded Bond Requirements, both accrued and not accrued, as the same become due, all as provided in the Escrow Agreement.

B. Use of Escrow Fund. Moneys shall be withdrawn by the Escrow Bank from the Escrow Fund in sufficient amounts and at times to permit the payment without default of the Refunded Bond Requirements as provided in the Escrow Agreement. Any moneys remaining in the Escrow Fund after provision shall have been made for payment in full of the Refunded Bond Requirements shall be deposited in the Debt Service Fund.

C. Insufficiency of Escrow Fund. If for any reason the amount in the Escrow Fund shall be insufficient for the purpose of paragraphs A and B above, the County shall forthwith deposit in the Escrow Fund from the first legally available Pledged Revenues such additional moneys as shall be necessary to permit the payment in full of the Refunded Bond Requirements.

Section 18. Deposit of Equalization Distribution. So long as any Bonds are outstanding, the Equalization Distribution shall, immediately upon receipt thereof by the County, be set aside and deposited into the Equalization Distribution Revenue Fund. All money deposited into the Equalization Distribution Revenue Fund shall be held separate and apart from the County's general fund and applied only in accordance with the provisions of this Ordinance and any other County ordinance authorizing the issuance of Parity Obligations or Superior Obligations.

Section 19. Deposit of Pledged Tax Revenues. So long as any Bonds are outstanding, the Pledged Tax Revenues shall, immediately upon receipt thereof by the County, be set aside and deposited into the One-Eighth Percent County Gross Receipts Tax Revenue Fund. All money deposited into the One-Eighth Percent County Gross Receipts Tax Revenue Fund shall be held separate and apart from the County's general fund and applied only in accordance with the provisions of this Ordinance and any other County ordinance authorizing the issuance of Parity Obligations or Superior Obligations.

Section 20. Administration of Pledged Revenue Funds.

A. Debt Service Fund Payments.

(1) First, as a first charge on the Pledged Revenues, the amounts necessary to pay the Debt Service Requirements on Superior Obligations now outstanding or hereafter issued, or to fund any reserve account as required by the terms of any ordinance authorizing the issuance of Superior Obligations, shall be withdrawn first from the Equalization Distribution Revenue Fund, and if funds therein are insufficient, then if pledged for such

Superior Obligations, from the One-Eighth Percent County Gross Receipts Tax Revenue Fund, in that order or in such other order as permitted or required by the authorizing ordinances, at the time prescribed in such authorizing ordinances.

(2) Second, but subject to and after the withdrawals authorized by the preceding paragraph A(1), so long as any of the Bonds shall be outstanding, the following amounts shall be withdrawn from the Equalization Distribution Revenue Fund, then from the One-Eighth Percent County Gross Receipts Tax Revenue Fund if the moneys in the Equalization Distribution Revenue Fund are not sufficient (unless the County determines that such amounts shall be withdrawn from such funds in some other order), and credited to the Debt Service Fund:

(a) Interest Payments. Monthly, commencing on the first day of the first month following the delivery of the Bonds, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the next maturing installment of interest on the Bonds then outstanding and monthly thereafter commencing on each Interest Payment Date, one-sixth (1/6th) of the amount necessary to pay the next maturing installment of interest on the outstanding Bonds, and

(b) Principal Payments. Monthly, commencing on the first day of the first month following delivery of the Bonds, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the next maturing installment of principal on the Bonds then outstanding and monthly thereafter commencing on each Principal Payment Date, one-twelfth (1/12th) of the amount necessary to pay the next maturing installment of principal on the Bonds.

(3) Third, but concurrently with the payments required by paragraph A(2) of this section, funds remaining in the Equalization Distribution Revenue Fund, and if the funds therein are insufficient, then funds remaining in the One-Eighth Percent County Gross Receipts Tax Revenue Fund shall be used by the County to pay the Debt Service Requirements of such additional Parity Obligations, if any, hereafter authorized to be issued and payable from Pledged Revenues.

If prior to any Interest Payment Date or Principal Payment Date, there has been accumulated in the Debt Service Fund the entire amount necessary to pay the next maturing installment of interest or principal, or both, the payment required in subparagraphs 2(a) and 2(b) (whichever is applicable) of this paragraph, may be appropriately reduced and the required monthly amounts again shall be so credited to such account commencing on such Interest Payment Date or Principal Payment Date (whichever is applicable).

B. Termination Upon Deposits to Maturity. No payment need be made into the Debt Service Fund if the amount in such fund totals a sum at least equal to the entire amount of Bonds then outstanding, both as to principal and interest to their respective maturities, and both accrued and not accrued, in which case, moneys in the Debt Service Fund in an amount at least equal to such principal and interest requirements shall be used solely to pay such as the same accrue and any moneys in excess thereof in the Debt Service Fund and any other moneys

derived from the Pledged Revenues may be used in any lawful manner determined by the County.

C. Use of Surplus Pledged Revenues. After making all the payments hereinabove required to be made by this Section, the remaining Pledged Revenues, if any, may be applied to any other lawful purpose, as the County may from time to time determine.

Section 21. General Administration of Funds. The funds designated in Section 16 shall be administered and invested as follows:

A. Places and Times of Deposits. The funds shall be separately maintained as a trust fund or funds for the purposes established and shall be deposited in one or more bank accounts in an Insured Bank or Bank. Each account shall be continuously secured to the extent required by law and shall be irrevocable and not withdrawable by anyone for any purpose other than the designated purpose. Payments shall be made into the proper account on the first day of the month except when the first day shall not be a Business Day, then payment shall be made on the next succeeding Business Day. No later than four Business Days prior to each Interest Payment Date, moneys sufficient to pay interest and principal then due on the Bonds shall be transferred to the Paying Agent. Nothing in this Ordinance shall prevent the County from establishing one or more bank accounts in an Insured Bank or Banks for all the funds required by this Ordinance or shall prevent the combination of such funds and accounts with any other bank account or accounts for other funds and accounts of the County.

B. Investment of Moneys. Moneys in any fund or account not immediately needed may be invested in any investment permitted by law. The obligations so purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, and any loss resulting from such investment shall be charged to such fund or account. The County Treasurer shall present for redemption or sale on the prevailing market any obligations so purchased as an investment of moneys in the fund or account whenever it shall be necessary to do so in order to provide moneys to meet any payment or transfer from such fund.

Section 22. Subordinate Lien on Pledged Revenues. The Pledged Revenues and the amounts and securities on deposit in the Debt Service Fund, and the proceeds thereof, are hereby authorized to be pledged to, and are hereby pledged, and the County grants a security interest therein for, the payment of the principal of, premium, if any, and interest on the Bonds, subject to the uses thereof permitted by, and the priorities set forth in, this Ordinance. The Bonds constitute an irrevocable subordinate lien, but not necessarily an exclusive subordinate lien, on the Pledged Revenues on parity with the lien thereon of the Parity Bonds but subordinate to the lien thereon of Superior Obligations.

Section 23. Additional Bonds Payable from Pledged Revenues.

A. Limitations Upon Issuance of Additional Obligations. No provision of this Ordinance shall be construed in such a manner as to prevent the issuance by the County of additional Obligations payable from Pledged Revenues and constituting a lien upon such

revenues prior and superior to the lien of the Bonds. Before any additional Superior Obligations are issued, the conditions set forth in the ordinances authorizing the issuance of Superior Obligations must be satisfied.

B. Parity Bonds Test. This Ordinance shall not prevent the issuance of additional Parity Bonds payable from and constituting a lien upon the Pledged Revenues on parity with the lien of the Bonds. Before any additional Parity Bonds are actually issued, it must be determined that:

(1) The County is then current in the accumulation of all amounts which are required to have then been accumulated in the Debt Service Fund as required by Section 20 of this Ordinance as well as all required deposits for Outstanding Superior Obligations; and

(2) The requirements of either of the following subparagraphs (a) or (b) of this Section are met and a certificate or opinion as provided for in Paragraph C of this Section has been obtained:

(a) The annual Pledged Revenues for the Fiscal Year immediately preceding the date of the ordinance authorizing the issuance of any Parity Bonds shall have been sufficient to pay an amount representing at least one hundred fifty percent (150%) of the maximum annual principal and interest coming due in subsequent Fiscal Years on (1) the then outstanding Superior Obligations, (2) the outstanding Bonds, (3) other outstanding Parity Bonds payable from and constituting a lien upon the Pledged Revenues, and (4) the Parity Bonds proposed to be issued, excluding reserves therefor; or

(b) If, during the period beginning on the first day of the completed Fiscal Year immediately preceding the date of the ordinance authorizing the issuance of the Parity Bonds proposed to be issued and ending on the date of such ordinance, a change in the rate of Pledged Revenues has been adopted by law, the estimate of the Pledged Revenues (sometimes herein the "Estimated Revenues"), determined by changing the actual Pledged Revenues for the preceding Fiscal Year by the percentage of rate increase or decrease in the gross receipts tax rate, shall have been sufficient to pay an amount representing at least one hundred fifty percent (150%) of the maximum annual principal and interest coming due in subsequent Fiscal Years on (1) the then outstanding Superior Obligations, (2) the outstanding Bonds, (3) other outstanding Parity Bonds payable from and constituting a lien upon the Pledged Revenues, and (4) the Parity Bonds proposed to be issued, excluding reserves therefor. The preceding Fiscal Year shall be determined as aforesaid from the date of adoption of the ordinance authorizing the issuance of additional Parity Bonds and shall not be determined from the date of publication of such ordinance or adoption of any ordinance which amends or supplements such ordinance.

C. Certification or Opinion Regarding Revenues. A written certificate or opinion by an Independent Accountant or County Finance Director that the Pledged Revenues or the Estimated Revenues, when determined as provided in Paragraph B of this Section, are sufficient to pay the required amounts under the applicable test in Paragraph B of this Section,

shall conclusively determine the right of the County to issue additional Parity Bonds. The Independent Accountant or County Finance Officer may utilize the results of any annual audit to the extent it covers the applicable period.

Section 24. Refunding Bonds. The provisions of Section 23 of this Ordinance are subject to the following exceptions:

A. Privilege of Issuing Refunding Obligations. If at any time the County shall find it desirable to refund any Parity Obligations or other outstanding obligations constituting a lien upon the Pledged Revenues, the Bonds or other Obligations, or any part thereof, may be refunded, but only with the consent of the holders, unless the obligations shall then mature or be callable for redemption, or the plan of refunding calls for payment of the obligations at maturity or at a redemption date, regardless of whether the lien priority is changed by the refunding, except as provided in Paragraphs B and C of this Section.

B. Limitation Upon Issuance of Parity Refunding Obligations. No refunding obligations shall be issued with a lien on the Pledged Revenues, Pledged Tax Revenues or Equalization Distribution on parity with the lien of the Bonds, unless:

(1) The lien on the Pledged Revenues, Pledged Tax Revenues or Equalization Distribution of the outstanding obligations so refunded is on a parity with the lien on the Pledged Revenues, Pledged Tax Revenues or Equalization Distribution, as applicable, of the Bonds; or

(2) The refunding obligations are issued in compliance with Paragraph B of Section 23 of this Ordinance.

C. Refunding Part of an Issue. The refunding bonds or other refunding obligations issued shall enjoy complete equality of lien with the portion of any bonds or other obligations of the same issue which is not refunded, if any; and the holder or holders of such refunding bonds or other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the owner or owners of the same issue refunded thereby. If only a part of any issue or issues is refunded, then there may be no refunding without the consent of the holders of the unrefunded portion of such obligations, unless:

(1) The refunding obligations do not increase the aggregate principal and interest requirements for any Fiscal Year commencing prior to the last maturity date of such unrefunded obligations; or

(2) The refunding bonds or other refunding obligations are issued in compliance with Paragraph B of Section 23 of this Ordinance.

D. Limitation Upon Issuance of any Refunding Obligations. Any refunding obligations payable from Pledged Revenues, Pledged Tax Revenues or Equalization Distribution shall be issued with such details as the County may by ordinance provide, subject to the inclusion of any such rights and privileges designated in Paragraph C of this Section but without

impairing any contractual obligation imposed by any proceedings authorizing any unfunded portion of any issue or issues, including the Bonds.

Section 25. Equality of Parity Bonds. The Parity Bonds, for any source of the Pledged Revenues, from time to time outstanding shall not be entitled to any priority one over the other in the application of the Pledged Revenues, as applicable, regardless of the time or times of their issuance or the date incurred, it being the intention of the Board that, except as set forth herein, there shall be no priority among Parity Bonds regardless of whether they are actually issued and delivered or incurred at different times.

Section 26. Protective Covenants. The County hereby covenants and agrees with each and every holder of the Bonds issued hereunder:

A. Use of Bond Proceeds. The County will proceed without delay to apply the proceeds of the Bonds as set forth in Section 15 of this Ordinance.

B. Payment of Bonds Herein Authorized. The County will promptly pay the principal of and the interest on every Bond at the place, on the date and in the manner specified herein and in the Bonds according to the true intent and meaning hereof.

C. County's Existence. The County will maintain its corporate identity and existence so long as any of the Bonds remain outstanding, unless another political subdivision by operation of law succeeds to the liabilities and rights of the County, without adversely affecting to any material degree the privileges and rights of any owner of the Bonds.

D. Extension of Interest Payments. In order to prevent any accumulation of claims for interest after maturity, the County will not directly or indirectly extend or assent to the extension of time for the payment of any claim for interest on any of the Bonds, and the County will not directly or indirectly be a party to or approve any arrangements for any such extension. If the time for payment of any such interest shall be extended, such installment or installments of interest, after such extension or arrangement, shall not be entitled in case of default hereunder to the benefit or security hereof, except subject to the prior payment in full of the principal of all Bonds hereunder and then outstanding and of the matured interest on such Bonds, the payment of which has not been extended.

E. Records. So long as any of the Bonds remain outstanding, proper books of record and account will be kept by the County separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the Pledged Revenues.

F. Audits and Budgets. The County will, within two hundred and seventy (270) days following the close of each Fiscal Year, cause an audit of its books and accounts relating to the Pledged Revenues to be commenced by an Independent Accountant showing the receipts and disbursements in connection with such revenues. The County agrees to furnish forthwith a copy of each of such audits and reports to the Purchaser and the holder of any of the Bonds at its written request.

G. Other Liens. Other than as described and identified by this Ordinance, there are no liens or encumbrances of any nature whatsoever on or against the Pledged Revenues. This Ordinance does not prohibit the issuance of Superior Obligations with a lien on the Pledged Revenues prior and superior to the lien thereon of the Bonds, nor does this Ordinance prohibit the issuance of Parity Obligations with a lien on the Pledged Revenues on parity with the lien thereon of the Bonds consistent with the requirements herein.

H. Duty to Impose First One-Eighth County Gross Receipts Tax. If State law or any County ordinance or part thereof, which in any manner affects the Pledged Tax Revenues shall ever be held to be invalid or unenforceable, it shall be the duty of the County to immediately take any action necessary to produce sufficient Pledged Tax Revenues to comply with the contracted obligations of this Ordinance, except as is provided in Paragraph I of this Section.

I. Impairment of Contract. The County agrees that any law, ordinance or resolution of the County that in any manner affects the Pledged Revenues or the Bonds shall not be repealed or otherwise directly or indirectly modified, in such a manner as to impair adversely any Bonds outstanding, unless such Bonds have been discharged in full or provision has been fully made therefor or unless the required consents of the holders of the then outstanding Bonds are obtained pursuant to Section 32 of this Ordinance.

J. Debt Service Fund. The Debt Service Fund shall be used solely and only, and that fund is hereby pledged, for the purposes set forth in this Ordinance.

K. Surety Bonds. Each County official and employee being responsible for receiving Pledged Revenues shall be bonded at all times, which bond shall be conditioned upon the proper application of Pledged Revenues.

L. Performing Duties. The County will faithfully and punctually perform all duties with respect to the Bonds required by the Constitution and laws of the State of New Mexico and the ordinances and resolutions of the County relating to the Bonds.

M. Tax Covenants. The County 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 Code. The Chairperson and other officers of the County having responsibility for the issuance of the Bonds shall give an appropriate certificate of the County, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the County 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.

The County 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 on investment property acquired with those proceeds, (iii) make timely rebate payments to the federal government, if required, (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 Chairperson and other appropriate officers are hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications, if any, as may be required or appropriate to assure such exclusion of that interest.

N. Rebate Fund. In furtherance of the covenants set forth in the preceding paragraph, the County hereby establishes a fund separate from any other funds established and maintained hereunder designated as the Rebate Fund. Money and investments in the Rebate Fund shall not be used for the payment of the Bonds and amounts credited to the Rebate Fund shall be free and clear under any pledge under this Ordinance. Money in the Rebate Fund shall be invested pursuant to the procedures in the manner provided in Section 21(B) for investment of money, and all amounts on deposit in the Rebate Fund shall be held by the County, or a designated trustee, in trust, to the extent required to pay rebatable arbitrage to the United States of America. The County shall unconditionally be entitled to accept and rely upon the recommendation, advice, calculation and opinion of an accounting firm or other person or firm with knowledge of or experience in advising with respect to the provisions of the Code relating to rebatable arbitrage. The County shall remit all rebate installments and the final rebate payment to the United States of America as required by the provisions of the Code. Any moneys remaining in the Rebate Fund after redemption and payment of all the Bonds and payment and satisfaction of any rebatable arbitrage shall be withdrawn and remitted to the County.

O. Continuing Disclosure Obligations. The officers of the County are authorized to sign such documents and to take such actions in the future with respect to the County's continuing disclosure obligations as are necessary or desirable to comply with the Continuing Disclosure Undertaking and the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. Notwithstanding any other provisions of this Ordinance, failure of the County to comply with the Continuing Disclosure Undertaking shall not be considered an "event of default" under Section 27 hereof, and holders and beneficial owners of Bonds shall be entitled to exercise only such rights with respect thereto as are provided in the Continuing Disclosure Undertaking.

Section 27. Events of Default. Each of the following events is hereby declared an "event of default":

A. Nonpayment of Principal. Failure to pay the principal of any of the Bonds when the same becomes due and payable, either at maturity or otherwise.

B. Nonpayment of Interest. Failure to pay any installment of interest when the same becomes due and payable.

C. Default of any Provision. Default by the County in the due and punctual performance of its covenants or conditions, agreements and provisions contained in the Bonds or

in this Ordinance on its part to be performed, and the continuance of such default (other than a default set forth in subparagraphs A and B of this Section) for sixty (60) days after written notice specifying such default and requiring the same to be remedied has been given to the County by the holders of twenty-five percent (25%) in aggregate principal amount of the Bonds then outstanding.

D. Bankruptcy. The County (i) files a petition or application seeking reorganization, arrangement under Federal bankruptcy law, or other debtor relief under the laws of any jurisdiction, or (ii) is the subject of such petition or application which the County does not contest or is not dismissed or discharged with sixty (60) days.

Section 28. Remedies Upon Default. Upon the happening and continuance of any of the events of default as provided in Section 27 of this Ordinance, then in every case the holder or holders of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then outstanding, including, but not limited to, a trustee or trustees therefor, may proceed against the County, the Board and its agents, officers and employees to protect and enforce the rights of any holder of Bonds under this Ordinance by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained herein or in an award relating to the execution of any power herein granted for the enforcement of any legal or equitable remedy as such holder or holders may deem most effectual to protect and enforce the rights provided above, or to enjoin any act or thing which may be unlawful or in violation of any right of any Bondholder, or to require the Board to act as if it were the trustee of an express trust, or any combination of such remedies. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all holders of the Bonds then outstanding. The failure of any Bondholder so to proceed shall not relieve the County or any of its officers, agents or employees of any liability for failure to perform any duty. Each right or privilege of such holder (or trustee thereof) is in addition and cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any holder shall not be deemed a waiver of any other right or privilege.

Section 29. Duties Upon Default. Upon the happening of any of the events of default provided in Section 27 of this Ordinance, the County, in addition, will do and perform all proper acts on behalf of and for the owners of the Bonds to protect and preserve the security created for the payment of the Bonds and to insure the payment of the principal of and interest on the Bonds promptly as the same become due. All proceeds derived therefrom, so long as any of the Bonds, either as to principal or interest, are outstanding and unpaid, shall be applied as set forth in Section 20 of this Ordinance. In the event the County fails or refuses to proceed as provided in this Section, the holder or holders of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then outstanding, after demand in writing, may proceed to protect and enforce the rights of the owners of the Bonds as hereinabove provided.

Section 30. Bonds Not Presented When Due. If any Bonds shall not be duly presented for payment when due at maturity, and if moneys sufficient to pay such Bonds are on deposit with the Paying Agent for the benefit of the owners of such Bonds, all liability of the County to such owners for the payments of such Bonds shall be completely discharged, such Bonds shall

not be deemed to be outstanding and it shall be the duty of the Paying Agent to segregate and to hold such moneys in trust, without liability for interest thereon, for the benefit of the owners of such Bonds as may be provided in any agreement hereafter entered into between the Paying Agent and an officer of the County.

Section 31. Approval of Documents; Delegated Powers. The officers of the County be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including, without limiting the generality of the foregoing, the publication of the summary of this Ordinance set out in Section 40 (with such changes, additions and deletions as they may determine). The Chairperson is authorized and directed to execute and the County Clerk is authorized and directed to affix the seal of the County to and attest, where applicable, the Bond Purchase Agreement, the Escrow Agreement, the final Official Statement, the Tax Compliance Certificate, and the Continuing Disclosure Undertaking in substantially the form as hereby approved or with such changes therein as are not inconsistent with this Ordinance and as shall be approved by the Chairperson, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions thereof from the form presented to the Governing Body. From and after adoption of this Ordinance and the execution and delivery of the Bond Purchase Agreement, the Escrow Agreement, the Tax Compliance Certificate, the final Official Statement, and the Continuing Disclosure Undertaking, the officers, agents and employees of the County are hereby authorized, empowered and directed to do all such acts and to execute all such documents as may be necessary to carry out and comply with the provisions of the Bond Purchase Agreement, the Escrow Agreement, the final Official Statement, the Tax Compliance Certificate, and the Continuing Disclosure Undertaking as executed.

Section 32. Amendment of Ordinance. This Ordinance may be amended without the consent of the holder of any Bond to cure any ambiguity or to cure, correct or supplement any defect or inconsistent provision contained herein. Prior to the date of the initial delivery of the Bonds to the Purchaser, the provisions of this Ordinance may be supplemented with the written consent of the Purchaser with respect to any changes which are not inconsistent with the substantive provisions of this Ordinance. Except as provided above, this Ordinance may be amended without receipt by the County of any additional consideration, but with the written consent of the holders of three-fourths (3/4ths) of the Bonds then outstanding (not including Bonds which may be held for the account of the County); but no ordinance adopted without the written consent of the holders of all outstanding Bonds shall have the effect of permitting:

- A. An extension of the maturity of any Bond; or
- B. A reduction of the principal amount or interest rate of any Bond; or
- C. A reduction of the principal amount of Bonds required for consent to such amendatory ordinance; or
- E. The establishment of priorities as between Bonds issued and outstanding under the provisions of this Ordinance; or

F. The modification of or otherwise affecting the rights of the holders of less than all the outstanding Bonds.

Section 33. Defeasance. When all principal and interest in connection with the Bonds hereby authorized have been duly paid, the pledge and lien for the payment of the Bonds shall thereby be discharged and the Bonds shall no longer be deemed to be outstanding within the meaning of this Ordinance. Payment shall be deemed made with respect to any Bond or Bonds when the County has placed in escrow with a commercial bank exercising trust powers, an amount sufficient (including the known minimum yield from Federal Securities) to meet all requirements of principal and interest as the same become due to their final maturities. Any Federal Securities shall become due when needed in accordance with a schedule agreed upon between the County and such bank at the time of the creation of the escrow.

Section 34. Ordinance Irrepealable. After any of the Bonds are issued, this Ordinance shall be and remain irrepealable until the Bonds and the interest thereon shall be fully paid, canceled and discharged, as herein provided, or there has been defeasance as herein provided.

Section 35. Severability Clause. If any section, paragraph, clause or provision of this Ordinance 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 Ordinance.

Section 36. Repealer Clause. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 37. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of ordinances of the County kept for that purpose, authenticated by the signatures of the Chairperson and County Clerk, and the title and general summary of the subject matter contained in this Ordinance (set out in Section 40 below) shall be published in a newspaper which maintains an office and is of general circulation in the County, or posted in accordance with law, and said Ordinance shall be in full force and effect thirty days after recording.

Section 38. Limitation of Action Period. After the passage of the thirty (30) days from the publication required by Section 40 hereof, any action attacking the validity of any proceedings had or taken by the County preliminary to and in the authorization and issuance of the Bonds shall be perpetually barred.

Section 39. Prior Redemption and Notice of Prior Redemption and Defeasance for the Series 2004A Bonds. The County has elected and does hereby declare its intent to exercise on the behalf and in the name of the County its option to redeem the Series 2004A Bonds maturing on and after June 1, 2015 on December 1, 2014, at a redemption price equal to 100% of the principal amount of the Series 2004A Bonds to be redeemed, plus accrued interest to the redemption date, and to defease the Series 2004A Bonds pursuant to the terms of the Escrow Agreement.

The County is hereby obligated so to exercise such option, which option shall be deemed to have been exercised upon adoption of this Ordinance and delivery of the Bonds. Forthwith upon delivery of the Bonds, and as set forth in the Escrow Agreement, a notice of defeasance and prior redemption of the Series 2004A Bonds shall be mailed or delivered to the registered owners of the Series 2004A Bonds by BOKF, N.A., dba Bank of Albuquerque, as paying agent and registrar for the Series 2004A Bonds.

Section 40. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

[Form of Summary of Ordinance for Publication]

Doña Ana County, New Mexico
Notice of Adoption of Ordinance

Notice is hereby given of the title and of a general summary of the subject matter contained in County Ordinance No. _____, duly adopted and approved by the Board of County Commissioners of Doña Ana County, New Mexico, on September 9, 2014, relating to the authorization and issuance of the County's Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2014. Complete copies of the Ordinance are available for public inspection during the normal and regular business hours of the County Clerk, Doña Ana County Government Center, 845 N. Motel Blvd., Las Cruces, New Mexico.

The title of the Ordinance is:

AUTHORIZING THE ISSUANCE OF THE DOÑA ANA COUNTY, NEW MEXICO SUBORDINATE LIEN GROSS RECEIPTS TAX REFUNDING REVENUE BONDS, SERIES 2014, IN AN AGGREGATE PRINCIPAL AMOUNT OF [ELEVEN MILLION AND NO/100 DOLLARS (\$11,000,000)] FOR THE PURPOSE OF REFUNDING THE OUTSTANDING PAYMENT IN LIEU OF TAXES IMPROVEMENT REVENUE BONDS, SERIES 2004A; PROVIDING FOR THE ISSUANCE AND SALE OF THE BONDS; PROVIDING THAT THE BONDS WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM THE (I) REVENUES DERIVED FROM THE FIRST INCREMENT OF COUNTY GROSS RECEIPTS TAX IMPOSED BY THE COUNTY PURSUANT TO SECTION 7-20E-9 NMSA 1978 AND DOÑA ANA COUNTY CODE SECTION 305-2, AS AMENDED BY DOÑA ANA COUNTY CODE SECTION 305-5, AND (II) REVENUES DERIVED FROM THE EQUALIZATION DISTRIBUTION TO THE COUNTY PURSUANT TO SECTION 7-1-6.16 NMSA 1978; PROVIDING FOR THE DISPOSITION OF THE RECEIPTS DERIVED FROM THE GROSS RECEIPTS TAX; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AND AN ESCROW AGREEMENT; PROVIDING FOR THE DEFEASANCE AND REDEMPTION OF THE SERIES 2004A BONDS; PROVIDING FOR THE TERMS AND CONDITIONS OF THE

BONDS, THE MANNER OF THEIR EXECUTION, THE METHOD OF PAYING THE BONDS AND OTHER DETAILS CONCERNING THE BONDS, INCLUDING BUT NOT LIMITED TO COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH AND APPERTAINING THERETO.

The title sets forth a general summary of the subject matter contained in the Ordinance. This notice constitutes compliance with Section 6-14-6 NMSA 1978.

[End of Form of Summary for Publication]

PASSED, APPROVED AND ADOPTED THIS 9th DAY OF SEPTEMBER, 2014.

DOÑA ANA COUNTY, NEW MEXICO

[SEAL]

By _____
Chairperson

ATTEST:

By _____
County Clerk

Signature Page for Ordinance

Commissioner _____ moved adoption of the foregoing ordinance, duly seconded by Commissioner _____.

The motion to adopt said ordinance, as amended, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye:

Those Voting Nay:

Those Absent:

____ () Commissioners having voted in favor of said motion, the Chairperson declared said motion carried and said ordinance adopted, whereupon the Chairperson and County Clerk signed the ordinance upon the records of the minutes of the Board.

After consideration of the matters not relating to the ordinance, the meeting on motion duly made, seconded and unanimously carried, was adjourned.

DOÑA ANA COUNTY, NEW MEXICO

[SEAL]

By _____
Chairperson

ATTEST:

By _____
County Clerk

Signature Page for Ordinance

STATE OF NEW MEXICO)
) ss.
COUNTY OF DOÑA ANA)

I, Lynn Ellins, the duly elected, qualified, and acting County Clerk of Doña Ana County, New Mexico (the "County"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Board of County Commissioners of Doña Ana County, New Mexico (the "Board"), constituting the governing board of the County, had and taken at a duly called regular, open meeting held in the Doña Ana County Government Center, 845 N. Motel Blvd., Las Cruces, New Mexico, being the regular meeting place of the Board, on the 9th day of September, 2014, at the hour of 9:00 a.m. insofar as the same relate to the proposed bond issue, a copy of which is set forth in the official records of the proceedings of the County kept in my office.

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

3. Notice of said meeting was given in accordance with the open meetings standards of the Board presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of September, 2014.

DOÑA ANA COUNTY, NEW MEXICO

[SEAL]

By _____
County Clerk

Signature Page for Ordinance