AMENDED AGENDA

The following will be considered at the Regular Meeting of the Doña Ana County Board of County Commissioners to be held on February 12, 2019, 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, New Mexico:

• Invocation : Rabbi Bery Schmukler, Chabad Jewish Center
• Pledge of Allegiance
• Roll Call of Commission Members Present and Determination of Quorum

COMMISSION RECONVENCES AS THE COUNTY CANVASSING BOARD IN OPEN SESSION PURSUANT TO THE NEW MEXICO ELECTION CODE, NMSA 1978 SECTION 1-13-1

1. The Board of County Commissioners w ill reconvene as the County Canvassing Board to complete the canvass of returns and declare the results of the Hatch Valley Public Schools Improvement Tax Election held Tuesday, February 5, 2019, and certify the election results to the Secretary of State consistent with the provisions of the New Mexico Election Code, §1-13-1 et seq. NMSA 1978.

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

• CHANGES TO THE AGENDA: Fernando R. Macias, County Manager, w ill discuss

• PET SHOWCASE : ASCMV Staff w ill present

• EMPLOYEE RECOGNITION: The Commission will recognize Doña Ana County employees for their years of service to Doña Ana County — Read by Fernando R. Macias, County Manager, w ill present.

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<tr>
<th>Name</th>
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<tr>
<td>Tonja Hazen</td>
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<td>Emilio Davila</td>
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<td>Georgina Araiza</td>
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<td>Utilities Department</td>
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<td>Angelica Valenzuela</td>
<td>Clerk's Office</td>
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• **RECOGNITION OF THE FEBRUARY 2019 FRESHMEN OF THE MONTH:**

  Miss Angelic Lewelling of New America School, Las Cruces-recognition supported by Isabella Solís, Doña Ana County Commissioner, District 4, will present.

• **PUBLIC INPUT**
• **STAFF INPUT**
• **COUNTY ELECTED OFFICIALS’ INPUT**
• **COMMISSION INPUT**

**PRESENTATIONS/PROCLAMATIONS:**

2. Proclaim February 12, 2019, as Reynold (Ray) B. Luchini Day in Doña Ana County in Honor of the Former County Commissioner, Fernando R. Macias, County Manager, will present.

3. County Community Resource Centers Assessment and Recommendations for Changes, Fernando R. Macias, County Manager/Robert Garza, will present.

4. Proclaim February 17, 2019, as League of United Latin American Citizens (LULAC) Recognition Day in Doña Ana County—as requested by Commissioner Isabella Solís, Doña Ana County Commissioner, District 4.

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

5. Minutes for the Regular Meeting of January 22, 2019 – Clerk’s Office.

6. Resolution to Adopt the Standing Committee’s Recommended Findings and Proposed Sale by Sealed Competitive Bid of Four Aqua-Zyme AD20 Dewatering Units—Don Bullard, Purchasing Manager, will discuss.

7. Out of State Travel for Community Development Department Chief Planner to Attend the American Planning Association National Conference in San Francisco, CA April 13, 2019 Through April 16, 2019—Janine Divyak, Chief Planner, will discuss.

8. Resolution Approving a Lease Contract Between Doña Ana County and James M. Shelton, Jr. for Lease of Jetport Lot F-03B-S at the Doña Ana County International Jetport, Santa Teresa, New Mexico Subject to Approval by the New Mexico State Board of Finance—Bill Provance, Jetport Manager, will discuss.

9. Resolution Authorizing the Health and Human Services Department to Submit an Application to the Department of Finance and Administration, Local Governments Division for the Local DWI Program—Jamie Michael, Health and Human Services Manager, will discuss.
10. Grant Award from the New Mexico Public Regulation Commission to the Chamberino Fire Station 16 for FY19, Approve Related Budget Revision and Resolution—Nicholas Hempel, Fire Chief, will discuss.

11. Grant Award from the New Mexico Public Regulation Commission to the New Mexico State University Fire (NMSU), District 3 for FY19, Approve Related Budget Revision and Resolution—Nicholas Hempel, Fire Chief, will discuss.

12. Grant Award from the New Mexico Public Regulation Commission to the Doña Ana Fire, Station 1, for FY19, Approve Related Budget Revision and Resolution—Nicholas Hempel, Fire Chief, will discuss.

13. Grant Award from the New Mexico Public Regulation Commission to the Rincon Fire Station 6 for FY19, Approve Related Budget Revision and Resolution—Nicholas Hempel, Fire Chief, will discuss.

14. Grant Award from the New Mexico Public Regulation Commission to the Organ Fire Station 5 for FY19, Approve Related Budget Revision and Resolution—Nicholas Hempel, Fire Chief, will discuss.

15. Sub-Grant Agreement HM-HMP-0579-16-03 Doña Ana County, from the New Mexico Department of Homeland Security and Emergency Management, Approve Related Budget Revision and Resolution—Nicholas Hempel, Fire Chief, will discuss.

16. Purchase and Setting of Mobile Housing Units at Doña Ana Fire Station, #1 and Anthony Fire Station, #2—Nicholas Hempel, Fire Chief, will discuss.

17. Additional Funding for the Fire and Emergency Services Administration Building Parking Lot Improvements—Nicholas Hempel, Fire Chief, will discuss.

**MID-YEAR BUDGET REVIEW**

18. Second Quarter Budget Update—Marisol Richardson, Budget Officer, will present.

**PUBLIC HEARING**

19. Approve transfer of Dispenser-Type License Application—Amanda López Askin, County Clerk, will discuss.

**APPROVALS**

20. Appointment of Three (3) Voters and Two (2) Alternates to the Board of Registration—Amanda López Askin, County Clerk, will discuss.


**CORRESPONDENCE**

22. Cindy Padilla, County Clerk’s Office, will present to the Commissioner any claims received by Doña Ana County.
COMMISSION MAY CONVENE IN CLOSED SESSION, pursuant to the attorney-client privilege to discuss threatened or pending litigation relating to *Mr. W. Fireworks, Inc. v. Board of County Commissioners of Doña Ana County, D-307-CV-2018-01434* as authorized by the Open Meetings Act, NMSA 1978, § 10-15-1 (H)(7).

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 Constituent Services Department at 525-6163, at least 48 hours prior to the event. **Servicios de interpretación en las juntas será disponible por petición. Por favor contactar la Oficina de Servicio a la Comunidad y Constituyentes 525-6163 por lo menos 48 horas por adelantado para pedir este servicio.**
T IT L E  O F  A G E N D A  IT E M  T O  BE C O N S ID E R E D

RECONVENE THE BOARD OF COUNTY COMMISSIONERS AS THE COUNTY CANVASSING BOARD

SUMMARY OF ITEM TO BE CONSIDERED

The Board of County Commissioners will reconvene as the County Canvassing Board to complete the canvass of returns and declare the results of the Hatch Valley Public Schools Improvement Tax Election held on Tuesday, February 5, 2019, and certify the election results to the Secretary of State consistent with the provisions of the New Mexico Election Code, sections 1-13-1 et seq. NMSA 1978.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Copies of relevant sections of the Election Code, NMSA 1978.

SUMMARY OF FINANCIAL IMPACT

None.

ADMINISTRATIVE REVIEW AND APPROVAL

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County Manager/Agenda Review

Assistant County Manager/Peer Review

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
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

Public Information/Commission Liaison
Initiating Department
Fernando R. Macias, County Manager
Contact Person

Feb. 12, 2019
Meeting Date
2
Agenda Item Number

TITILE OF AGENDA ITEM TO BE CONSIDERED

PROCLAIM FEBRUARY 13, 2019, AS REYNOLD B. “RAY” LUCHINI DAY IN DOÑA ANA COUNTY IN HONOR OF THE FORMER COUNTY COMMISSIONER

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

A proclamation honoring Reynold B. “Ray” Luchini Day in Doña Ana County, in memoriam and remembrance of the former Commissioner’s contributions to Doña Ana County and southern New Mexico. Mr. Luchini passed away on Jan. 25, 2019.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Proclamation

None

SUMMARY OF FINANCIAL IMPACT

ADMINISTRATIVE REVIEW AND APPROVAL

_____ Finance
_____ Purchasing
_____ Planning

_____ Legal
_____ Human Resources

_____ County Manager/
Agenda Review

Assistant County Manager

DOCUMENT CONTROL

Original/s for signature? ☒ Yes ☐ No  For Recording? ☒ Yes ☐ No
Return original/s to: Kelly Jameson  Name PIO 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
WHEREAS, the Doña Ana County Board of Commissioners is mourning the passage of a colleague and a friend, former Doña Ana County Commissioner Reynold B. “Ray” Luchini, who died Friday, January 25, 2019, and

WHEREAS, Commissioner Luchini was devoted to public service and volunteer efforts for many years in Doña Ana County, and

WHEREAS, Commissioner Luchini served sixteen years on the Doña Ana County Board of Commissioners, from 1976 to 1992, including a term as Commission Chairman, and

WHEREAS, during his tenure on the Doña Ana County Board of Commissioners, Commissioner Luchini oversaw construction of the first fire station in the Village of Doña Ana, helped secure funding for the purchase and renovation of the Doña Ana County Health Center, and was instrumental in the creation of a Port of Entry along the U.S./Mexico border, and

WHEREAS, Commissioner Luchini helped to pave many major corridors of travel in Doña Ana County, including El Camino Real, Jornada Road, and the Columbus Highway, and

WHEREAS, prior to his position as an elected official, Commissioner Luchini worked as an engineer at White Sands Missile Range, after serving his country with the U.S. Army Air Corp, assigned to the 903rd Signal Company in China and stationed at the Bengal Air Supply Depot in Calcutta, India, and

WHEREAS, Commissioner Luchini proudly represented Doña Ana County on several important committees, including the National Association of Counties Board of Directors, and the Foreign Policy Steering Committee under President Jimmy Carter, and

WHEREAS, in 1960, Commissioner Luchini exhibited his entrepreneurial spirit when he and his brother Leo opened a small business, Luchini’s Wrecking Service—a business still owned and operated by the family, and

WHEREAS, every resident of Doña Ana County owes a debt of gratitude to Ray Luchini for his tireless work in both the government and private sectors in pursuit of a better and more robust community, and

NOW THEREFORE, the Doña Ana County Board of Commissioners does hereby proclaim February 13, 2019, to be Ray Luchini Day in Doña Ana County, and extends the collective condolences and gratitude of his colleagues in county government to the family of our departed friend.

PROUDLY PROCLAIMED this 12th day of February, 2019

Board of County Commissioners for Doña Ana County, New Mexico

Isabella Solis, Vice-Chair
Shannon Reynolds, Member
Ramón Gonzalez, Member
Attested: Amanda López Askin, County Clerk

Lynn Ellins, Member
Health and Human Services
Initiating Department

February 12, 2019
Meeting Date

Fernando Macias, County Manager
Contact Person

COUNTY COMMUNITY RESOURCE CENTERS ASSESSMENT AND RECOMMENDATIONS FOR CHANGES.

An independent assessment of existing Doña Ana County community resource centers was conducted by Garza & Associates, LLC. A report assessing community resource center usage, practices, and operational responsibilities will be presented along with recommendations for most effective and efficient use of community centers.

EXECUTIVE SUMMARY

Community Resource Center Report and Recommendations
Power Point Presentation

SUMMARY OF FINANCIAL IMPACT

None

ADMINISTRATIVE REVIEW AND APPROVAL

County Manager/Agenda Review
Assistant County Manager

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

Meeting Date: February 12, 2019

Agenda Item Title: County Community Resource Centers Assessment and Recommendations for Changes.

Overview: Doña Ana County contracted with Garza & Associates, LLC to provide an assessment and recommendations that clearly define the most appropriate use of the centers.

Doña Ana County owns 15 community centers. Health and Human Services Department (HHSD) has overseen community programs at seven (7) Community Resource Centers (CRC), and currently oversees volunteers or contractors that provide community-based services at an additional eight (8) centers. HHSD and the Facilities and Parks Department have jointly managed the centers, but clearly defined roles and responsibilities for management of the asset versus management of the HHSD programs offered are needed for each department. Garza & Associates, LLC accessed the current CRC use, researched best-practices, and purposed recommendations.
DONA ANA COUNTY
NEW MEXICO

COMMUNITY RESOURCE CENTER ASSESSMENT
DECEMBER 2018

Prepared By: Robert L Garza
## DONA ANA COUNTY
COMMUNITY RESOURCE CENTER ASSESSMENT

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Executive Summary

Dona Ana County has a wealth of investment, capital and human, in providing reliable, accessible, safe and enriching programs and service to residents. Great value comes from the caring people who provide the county services as well as community members who also contribute to meeting the needs of our diverse communities.

This report provides an assessment of all Community Resource Centers (CRC’s) in Dona Ana County. The objective of the assessment was to evaluate uses and procedures for operation and management of the 15 centers and develop recommendations based on best practices for advancing their level of service to best serve residents of Dona Ana County. Methods of analysis included interviews, research of best practice from other agencies, site visits, data collection on programs and usage, job descriptions review, and application of experiences from past management of similar facilities.

Extensive interviews were held with key stakeholders including county leadership, staff, and community volunteers. Site visits to centers, both with staff and independently, made it possible to see facilities and operations in different lights. Combined, this input made it possible to see what is done, how it’s done, and who is doing what part of the work.

Private rental and management of the CRC’s are done based on dated policy and procedures which have been modified in part over many years of use and interpretation. This assessment has illuminated the need for a renewed look at how the county will operate, manage, and fully utilize these centers.

We must begin by embracing that one size does not fit all when it comes to community needs and how services are provided through the centers. Dona Ana County has great diversity across its boundaries and most areas where CRC’s are located are unique in many ways.

To address the unique nature of each center, it will be necessary to establish a variety of types of facilities as well as a differentiation of the types of uses and the types of users. Priorities of use also needs to be established to avoid conflicting priorities for desirable dates and times of use. While the amount of activity within the centers has seen an upward trend over the last few years, there remains greater potential to expand uses and activity within many of the centers.

A philosophical question had to be asked to determine how to maximize effectiveness of the CRC’s going forward. Should the use of CRC’s be focused on Dona Ana County social service programming alone or should the county be in the facility rental business for other uses? Interviews of county leadership overwhelmingly indicated a desire to not only expand county functions at the centers but also make them more attractive and available for general public use.
Management responsibility for daily operations has been placed over time in various county departments. The challenge to many CRC users is knowing who to go to and what the procedure is for accessing the centers. Establishing a simplified and easily accessible method for property management is a key to achieving the outcomes desired.

This report finds the need for a new policy to address CRC management, procedures and current market based fee structures. The recommended policy recognizes the variability and flexibility needed for enhanced management of the centers as well.

As targeted activity and uses are identified, it is important to recognize generational needs and desires change over time. It is recommended to establish a policy that will apply to different circumstances as they change over time. The goal should be an attempt to meet the current needs of users while preparing, planning, and implementing new programs and activities with growth for the future.

Recommendations are contained within this report to address a multitude of issues which are also reflected in the proposed new policy documents. Recommendations include:

- Specific and General CRC Uses
- Best Practices – Other Agencies
- Variable Cost Structure
- Insurance Requirements
- Cost Offset Model
- Deposit Requirements
- Facility Enhancements
- Facility Security
- Staff Duties and Responsibilities
- Types of Facilities Defined
- Types of Use Defined
- Reconsider Political Activity Uses
- Marketing Incentives
- Programming Issues
- Long Term Use Leases
- Modernized Rental Portal
- Controlled Facility Access
- Volunteer Contracts (Trustees)

Dona Ana County will be able to advance their goals and expand services and uses if the recommendations are implemented. The optimal timeline for implementing this new policy and management approach is coincident with the next fiscal budget cycle where appropriate funding, organizational impacts, and staffing assignments can be addressed.
ANALYSIS

The backdrop to assessment of government based activities is to capture and include environmental factors that guide, control and dictate what can be done in any situation. There are numerous regulatory elements relating to the public and private use of Community Resource Centers but none as pronounced and impactful as Article IX, Section 14, of the New Mexico Constitution (commonly referred to as The Anti-Donation Clause).

Anti-Donation

The anti-donation law requires local governments to charge fair market values for items provided to non-governmental uses. Many objections and concerns have been expressed by prospective CRC users due to the enforcement of compliance with this provision. Often, facility users feel they should be able to use a community center at no cost simply because they are part of this community and pay taxes. The root of objections seems to rest with the financial impact of paying fair market value.

So why not just change the rules to make this problem go away? This provision of New Mexico law is part of the State Constitution. In order to make any alteration or change to the wording of this clause would require the passage of a State constitutional amendment which entails a process significantly more involved than amending a state statute or regulatory provision. Many lawmakers have broached the subject of amending the regulation and their hard work has resulted in some exemption that include:

- To care for the sick and indigent
- For Veterans’ scholarship program for educational advancement
- For Healing Arts where doctors agree to stay local if accepting certain aide
- For Local Economic Development Act programs for job creation

Research and Data Collection

Policy and related documents from multiple agencies were reviewed and compared to the local conditions and policies. Effort was made to ensure reasonable comparisons were used where generally equal demographic and socio-economic conditions exist. Source agency documents from the following sources were used:

- Bernalillo County, NM
- Santa Fe County, NM
- El Paso County, TX
- Cochise College, AZ
- City of Truth or Consequences, NM
- City of Chandler, AZ
- City of Ft. Worth, TX
- City of El Paso, TX
- City of Las Cruces, NM
- Las Cruces Public Schools, NM
Interviews

Interviews were conducted with several Dona Ana County Leaders as well as community advocates and current center volunteers. Interviews and input from the County Manager, Assistant County Managers, Health and Human Services Director, Facilities and Parks Interim Director, County Attorney, County Risk Manager, and a majority of the current and elected County Commissioners. Additional county staff were interviewed from Health and Human Services, Facilities and Parks, as well as four Community Center Outreach Coordinators and eight current or former contract volunteers. Their individual input varied in complexity, but all of the discussions yielded valuable issues for contemplation in developing this report and the associated policy recommendations.

Trends

Many public owned community centers have evolved over time to have a single use and service profile centered around the senior populations. While serving our seniors remains a very important responsibility and goal, it’s important to diversify uses within the centers to justify keeping them open and accessible before and after hours of use by senior meals and other popular current uses.

Centers focused on whole communities are moving to concepts called “multi-generational facilities” with broad programming designed to serve seniors as well as adults, children, and adults with children. Hours of use for these varied users are complementary and help justify operating and maintaining open access facilities for extended hours during the average day.

Expanded uses and levels of activity are offered but selectively chosen to avoid competition with other existing users such as schools, towns, villages, cities, and even the private sector. Currently, Dona Ana County Health and Human Services focuses programming on adults with children while Adelante targets the senior population through contracts for Meal Programs.

Private Uses and Rentals

Limited data was available to quantify the extent of private uses for the CRC’s. An assumption can be made there are currently very limited documented private uses or there is no reliable standardized method for tracking and reporting of this activity. Many expressed that costs are too high for residents to rent the CRC’s, so they choose to look elsewhere for space.

Access to Facilities

Interviews of community and elected officials indicated a desire to use the centers beyond the limits of Dona Ana County and related social service programs. There is a desire to support county government’s engagement with constituents in rural communities and the centers make an ideal place to do so.
Some reported concerns that centers are not open on any regular cycle or after hours and on weekends and as a result, they are not looked at as the go-to place for community users. Others said it was overly complicated to try to rent or use the CRC’s. They reported not knowing who to go to or how to initiate a request for use. Some chose to contact their Commission to seek guidance and help navigating the system currently in place. They also reported it has been unclear about allowable public use for rentals and what activities or agencies are permitted to use a CRC, for what purpose(s), and at what cost.

Marketing

Input and observations revealed the lack of “curb appeal” and identity for the centers. Most have no signage that is visible from adjacent roadways making it difficult to engage interest from passersby. Community members often don’t know what’s going on in the centers and there is currently no way to look it up online or by reading a marquis or other on-site display.

Most agencies operating full service community centers have invested in both online scheduling programs and on-site variable message marquis to advise those interested in both availability and activities of interest to them.

Facility Rental Costs

Review of cost data from the agencies listed above revealed that there is no industry standard for fee structures and costs (see Attachment A, next page). There are some similarities in cost structures such as variability of cost for differing conditions. The current policy in place in Dona Ana County has a singular fee structure regardless of type of facility and user classification.

High rental cost was a reoccurring comment and source of concern from those who identified obstacles of use for the CRC’s. While the current cost of $100 for four hours seems high, it may be so for simply using a meeting space for a couple of hours but surely under valuing the use of a large venue for a party of over 100 paying attendees. Variable fee structures are certainly desirable and would be easy to manage with appropriate software.

Liability Insurance Coverage

Similar agencies listed above include varied approaches to liability coverage. Some only require insurance for purely private uses and require nothing for not-for-profit agency use. Others have NM Tort Claim limits uniformly applied to every use unless it is governmental use. A policy that ensures Dona Ana County and its employees are protected from risk and associated claims remains the goal. Many agencies offer liability waivers for not-for-profits who do low impact activities with minimal exposure to risk.

Current policy provisions for insurance offer waivers relating to the time of use (dances ending before 7:30 pm). Liability and risk exposure should be based on type of risk not time of day.
Recommendations

This section outlines recommendations from Garza & Associates, LLC regarding the large array of topics necessary to capture the complexity of managing Community Resource Centers for Dona Ana County. Recommendations will fall into four categories: Best Practices, Management Issues, Operational Issues, and Program Issues.

Best Practices

Best Practices in use in other agencies are not necessarily the best solution for a special condition or location but rather good standards where most agree on the stated position. In the case of Community Resource Centers, there are many common threads with other agencies that can be replicated in Dona Ana County which include the following:

1. Computer Lab Implementation

   Earlier in this report we identified the necessity to target services not only to current CRC users but to prospective and future users alike. Computer labs are very commonplace in progressive community centers across the country. Their popularity has risen with the ever increasing amount of information and activities centered around the use of technology. DAC should strive to get Computer Labs established within the level one CRC’s (Most active centers) as a starting point with the goal of expanded use at level two facilities. The computers can be used for employment assistance, education and afterschool programming, recreation, general library research, and many other uses. In some jurisdictions, there are Joint Powers Agreements with local school districts to provide lab programs and tutorials. In others it may be possible to get agreements for after school programs using school district teachers and staff.

2. Library or Book Exchange Program

   This is done in one of three ways: Through partnership with other local government agencies operating libraries in the area, a bring-a-book/take-a-book program, or with the use of a mobile library provided by a local city agency on a fixed regular cycle. With mobile library options, residents should be able to order a specific book or reference material that can be brought to the CRC on a specified date. Books by mail (rental from local sources) also supplement this use in many jurisdictions. It is important to keep in mind that schools in the areas of CRC’s have professionally operated libraries, so they should be the go-to source for children’s book needs.
3. Bus Stops

Regional transit districts often seek public property to locate their transit stops. If CRC's are located along existing routes, RTD's should be encouraged to co-locate bus stops on site. In many jurisdictions, it is also common to have school bus stops co-located at community centers, so youth will have access to adult supervision before and after school when needed.

4. Passive Recreation Sites

Recreation uses are frequently sought in Community Resource Centers. In jurisdiction where recreation programming and staff are available, active organized recreation services are provided. In areas such as Dona Ana County, users are required in most cases to using facilities in a self-paced, self-directed way. Passive recreation includes the ability to use outdoor recreation amenities such as basketball courts, skate parks, horseshoe pits, playgrounds, and walking trails. Well defined walking/jogging/hiking trail maps should be created and posted at CRC's, so residents can park at the facility as a trail head and proceed to exercise on a path that has been cleared of obstacles and deemed to be a safe, ADA compliant, path of travel.

5. Not-for-profit Agency Programs

In some jurisdictions, not-for-profit agencies are allowed use of CRC's at no cost. The recommendation to ensure compliance with Anti-Donation laws is to differentiate between those non-profit agencies whose programs support and align with Dona Ana County Mission, Vision, and Core Values and those that do not. Aligned non-profit agencies can receive use of CRC's at a 50% reduced cost. They may also have that fee waived if the value of their service to the county is justified to offset those costs. Other non-profit entities (who allow public access to their events/programs) but whose programs are not aligned with the county will receive use of the CRC's at a 15% reduced cost. Many agencies compel those who receive county funding to provide services and programs within the CRC's on a fixed set schedule.

6. Variable Uses

Multiple community centers often have varied geographic, historic or culturally unique qualities. Not all programming should be offered at all locations, but specific programs should be offered to align with facility limitations, staffing limitations, participation levels, and community desires. Recommended use for each CRC is included in the facility summaries under tab five and further described in the recommendation section below.
7. Variable Rates

Most jurisdictions attempt to align fees with the intensity of use. Specific recommendations for diverse fee structures is included in recommendation 14.

8. Party Rentals

Private uses can cover an almost unlimited number of examples but the most prevalent private uses for centers the size available in Dona Ana County include Quincineras and other birthday celebrations, baby showers, reunions, anniversaries, fundraisers, political, and religious events. Current county policy, adopted by the BOCC in 2004, prohibits any political event in county facilities. Religious activities such as a funeral wake or service fit into most other facilities use as a private non-profit use. If putting CRC’s into a higher level of operation remains a goal, allowing political gatherings on a first come, first serve basis like other private uses should be considered.

9. Alcohol

Alcohol use is a permitted use in many jurisdictions reviewed. They require appropriate liquor license permits, security and conformance with all applicable laws and regulations. Because Dona Ana County has an active DWI prevention program offered in some locations, permitting alcohol use within these sites would be a direct conflict of purpose. Whether the county wants to consider allowing such use in other locations remains a subject for consideration. Many prospective private users prefer the ability to serve beer and wine. The draft policy presented with this report prohibits alcohol use in all facilities.

10. Legal Advocacy and Financial Planning Classes

Many jurisdictions either use their own staff, other not-for-profit agency partners, or contract for such services. These areas are in high demand and services are often offered by many other not-for-profit agencies. Tax preparation assistance is also a very popular amenity offered through a volunteer system on set dates during tax season.
Management Issues

Recommendations contained within this section relate to trends, direction, guidance, strategy, financial management, risk and liability, and approach. Items in this section are complex and necessary to provide needed clarity and alignment with organizational goals.

11. Policy Focus

Care must be taken to ensure a revised policy does not focus only on current demands or needs. With time, users of CRC’s will change, and their needs and desires will be much different than those who use the facilities today or those who reflect on “the way things used to be”. Programming and use of CRC should attempt to meet the current needs while preparing, planning and implementing growth for the future.

12. Types of Facilities

After careful review of existing Dona Ana County CRCs’ characteristics, as well as the varied capacity for uses, a system of defining various “types” of facilities has been created.

Characteristics were evaluated for each center to include activity levels and number of youth and adult users. Additional characteristics like kitchen type, staffing levels, programming, potential amenities, and potential rental types were also tallied. See Attachment B at the end of this section.

Current and potential uses were then evaluated for each center in almost 30 separate categories of use. The categories of use were separated between public and private use. See Attachment C at the end of this section.

As a result of this evaluation, a recommendation to designate each facility as one of three types as follows:

<table>
<thead>
<tr>
<th>Level One</th>
<th>Level Two</th>
<th>Level Three</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Time Centers</td>
<td>Part Time Centers</td>
<td>Occasional Use Only</td>
</tr>
<tr>
<td>Facilities</td>
<td>Facilities</td>
<td>Facilities</td>
</tr>
<tr>
<td>Radium Springs</td>
<td>Placitas</td>
<td>Rincon</td>
</tr>
<tr>
<td>Dona Ana</td>
<td>Mesquite</td>
<td>Colquitt</td>
</tr>
<tr>
<td>Butterfield</td>
<td>La Mesa</td>
<td>DeLaO Visitors Center</td>
</tr>
<tr>
<td>Vado/Del Cerro</td>
<td>South Valley (Anthony)</td>
<td>Dona Ana Boxing Club</td>
</tr>
<tr>
<td>Dolores Wright</td>
<td>Betty McKnight</td>
<td></td>
</tr>
</tbody>
</table>
Level one facilities are considered the primary hub for Dona Ana County programming and expended service centers. These facilities will be staffed full time. Staffing CRCs full time builds trusting relationships with constituents, allowing the county and partner organizations to deliver services and connect to people on a reliable continuous basis. The Health and Human Services Department health promotion and community outreach staff coordinate or conduct activities and oversee daily CRC use. Renting for private use can be challenging at these locations due to booking for governmental programs. On-line booking services will enable interested private users to reserve time around other programmed activity.

Level two and three facilities are often smaller or have other limiting factors for full service use initially. These centers will remain in operation and marketed/managed by property management staff within the county also with the use of an online facility booking system.

13. Types of Users

One size does not fit all when it comes to the diversity of potential users of CRC’s. Four types of facility users are recommended. The following table lists the potential users and their associated priority of use. Those on the left will have a higher priority of use than those on the right when competing for booking dates and times.

<table>
<thead>
<tr>
<th>PUBLIC USERS</th>
<th>PRIVATE USERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type 1</td>
<td>Type 2</td>
</tr>
<tr>
<td>DAC / Govt. Programs / Anti-Donation Exempt</td>
<td>Aligned NFP or Volunteer</td>
</tr>
</tbody>
</table>

Type 1 Users include Dona Ana County staff, other governmental agencies, and those exempt from the Anti-Donation Clause.

Type 2 Not-For-Profits have programs and activities within the center aligned with the Mission, Vision, and Core Values of the County. Rental fees will be set at 50% of market value for these uses unless these users enter into a service agreement with the Department of Health and Human Services with agreement to open all books and ensure no financial gain outside of performance compensation is being secured by the user.

Type 3 Not-For-Profits are those whose interest is the group itself rather than for the general public.
Type 4 Users are those who limit access to the facility during their rental or may charge admittance. This category includes groups and individuals whose purpose is direct or indirect financial gain and whose use of facilities will result in the group’s or individual’s direct or indirect financial gain.

The following attributes are further described for each of the user types:

### Dona Ana County
#### Recommended Facility User Types

<table>
<thead>
<tr>
<th>Public Users</th>
<th>Private Users</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Type I</strong></td>
<td><strong>Type 2</strong></td>
</tr>
<tr>
<td>Programs / Anti-Donation</td>
<td>Exempt</td>
</tr>
<tr>
<td>Access</td>
<td>Open to All</td>
</tr>
<tr>
<td>Program User Cost</td>
<td>None</td>
</tr>
<tr>
<td>Required % of Facility Use Cost</td>
<td>None</td>
</tr>
<tr>
<td>Insurance Requirement</td>
<td>None</td>
</tr>
<tr>
<td>Example Uses</td>
<td>DAC HHS Program</td>
</tr>
<tr>
<td></td>
<td>Sewing / Quilting</td>
</tr>
<tr>
<td></td>
<td>Government Agency</td>
</tr>
<tr>
<td></td>
<td>Public Meetings</td>
</tr>
<tr>
<td></td>
<td>Senior Meals (Contracted)</td>
</tr>
<tr>
<td></td>
<td>Library, Computer Lab, Donation Program</td>
</tr>
<tr>
<td></td>
<td>Recreation by DAC</td>
</tr>
</tbody>
</table>

Notes:
1. Fees Managed and Controlled by DAC
2. Fees may be offset if agreement is in place aligning use to DAC Mission / Vision / Core Values
14. Varied Cost Structure

The cost to rent or use a CRC should be based on location/venue type, use, and duration. Current policy only offers one single cost allocation method (4 hour rental) which may not be flexible enough to align with user expectation and needs. The variable cost approach is easy to manage with the use of an automated booking program for facility rentals.

Fees listed below are market adjusted to 2019. As a basis of comparison, a facility use fee of $100 in 2006 would be $135 in 2018 if adjusted for inflation. The proposed fees are generally compatible with previous use values but offer lower fees for shorter durations and smaller rooms while assessing higher fees for larger and lengthier uses.

### Dona Ana County
Proposed Facility Rental Fees
Level One

<table>
<thead>
<tr>
<th>Facility</th>
<th>Time</th>
<th>Public Users</th>
<th>Private Users</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Type I (No Cost)</td>
<td>Type 2 (50%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>DAC / Govt. Programs or Anti-Donation Exempt</td>
<td>Aligned NFP or Volunteer</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Meeting Room</td>
<td>Multi-Purpose Room</td>
</tr>
<tr>
<td>Radium Springs and Dona Ana</td>
<td>0-2 Hours</td>
<td>$18</td>
<td>$35</td>
</tr>
<tr>
<td></td>
<td>2-4 Hours</td>
<td>$35</td>
<td>$60</td>
</tr>
<tr>
<td></td>
<td>Add Hr</td>
<td>$13</td>
<td>$20</td>
</tr>
<tr>
<td>Butterfield, Vado/Del Cerro, Dolores Wright</td>
<td>0-2 Hours</td>
<td>$18</td>
<td>$35</td>
</tr>
<tr>
<td></td>
<td>2-4 Hours</td>
<td>$35</td>
<td>$60</td>
</tr>
<tr>
<td></td>
<td>Add Hr</td>
<td>$13</td>
<td>$20</td>
</tr>
<tr>
<td>After Hours and Weekend Hourly Fees *</td>
<td></td>
<td>$15</td>
<td>$25</td>
</tr>
</tbody>
</table>

* Additional fee may be waived if a certified volunteer is present and staff are not needed to open and close facility
## Dona Ana County
### Proposed Facility Rental Fees
#### Level Two

<table>
<thead>
<tr>
<th>Facility</th>
<th>Time</th>
<th>Public Users</th>
<th>Private Users</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Type 1 (No Cost)</td>
<td>Type 2 (50%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>DAC / Govt. Programs or Anti-Donation Exempt</td>
<td>Aligned NFP or Volunteer</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Meeting Room Multi-Purpose Room LS Kitchen Use</td>
<td>Meeting Room Multi-Purpose Room LS Kitchen Use</td>
</tr>
<tr>
<td>Organ, Mesquite, and La Mesa</td>
<td>0-2 Hours</td>
<td>$18 $30 $38 $30 $51 $64 $35 $60 $75</td>
<td>$13 $20 $21 $34 $25 $40</td>
</tr>
<tr>
<td></td>
<td>2-4 Hours</td>
<td>$35 $50 $60 $60 $85 $102 $70 $100 $120</td>
<td>$25 $50 $85 $50 $100</td>
</tr>
<tr>
<td>Betty McKnight, Placitas, South Valley</td>
<td>Add Hr</td>
<td>$18 $30 $38 $30 $51 $64 $35 $60 $75</td>
<td>$18 $30 $38 $30 $51 $64</td>
</tr>
<tr>
<td>After Hours and Weekend Hourly Fees *</td>
<td></td>
<td>$15 $25 $26 $43 $30 $50</td>
<td>$18 $30 $38 $30 $51 $64</td>
</tr>
<tr>
<td>Deposit</td>
<td></td>
<td>$18 $30 $38 $30 $51 $64</td>
<td>$18 $30 $38 $30 $51 $64</td>
</tr>
</tbody>
</table>

* Additional fee may be waived if a certified volunteer is present and staff are not needed to open and close facility

** Monthly or annual rental agreement may be more appropriate

## Dona Ana County
### Proposed Facility Rental Fees
#### Level Three

<table>
<thead>
<tr>
<th>Facility</th>
<th>Time</th>
<th>Public Users</th>
<th>Private Users</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Type 1 (No Cost)</td>
<td>Type 2 (50%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>DAC / Govt. Programs or Anti-Donation Exempt</td>
<td>Aligned NFP or Volunteer</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Meeting Room Multi-Purpose Room LS Kitchen Use</td>
<td>Meeting Room Multi-Purpose Room LS Kitchen Use</td>
</tr>
<tr>
<td>Colquitt, DeLaO, and Rinon</td>
<td>0-2 Hours</td>
<td>$13 $25</td>
<td>$21 $43</td>
</tr>
<tr>
<td></td>
<td>2-4 Hours</td>
<td>$25 $40</td>
<td>$43 $68</td>
</tr>
<tr>
<td></td>
<td>Add Hr</td>
<td>$10 $15</td>
<td>$17 $26</td>
</tr>
<tr>
<td>Dona Ana Boxing Club**</td>
<td>0-2 Hours</td>
<td>$10 $15</td>
<td>$17 $26</td>
</tr>
<tr>
<td></td>
<td>2-4 Hours</td>
<td>$25 $40</td>
<td>$43 $68</td>
</tr>
<tr>
<td></td>
<td>Add Hr</td>
<td>$10 $15</td>
<td>$17 $26</td>
</tr>
<tr>
<td>After Hours and Weekend Hourly Fees *</td>
<td></td>
<td>$15 $25</td>
<td>$26 $43</td>
</tr>
<tr>
<td>Deposit</td>
<td></td>
<td>$18 $30 $38</td>
<td>$30 $85 $35</td>
</tr>
</tbody>
</table>

* Additional fee may be waived if a contracted or certified volunteer is present and staff are not needed to open and close facility

** Monthly or annual rental agreement may be more appropriate
15. Deposit Requirements

Current policy requires a fixed $100 deposit for renting any facility regardless of type of use or duration. The charts provided above under section 14 include recommended deposit fees which are variable and range from as little as $18 for a reduced fee meeting room to $100 for a full facility rental. This variable deposit amount is fairer and more aligned with potential facility impacts.

Further recommendations for deposit management includes the allowance of use of credit cards to be put on file similar to the way one provides a credit card for incidentals when reserving a hotel. If credit card processing fees (typically 2-3%), are a concern, the user can pay the fee by agreeing to release of all but $3 when the agreement is closed.

16. Booking Incentives

To enhance staff motivation to market available CRC periods of time, revenues from such activity could be earmarked and reserved for investment in programming or improvements at the centers. For example, if rental fees for the level one centers goes to H&HS for programming and rental fees for Level two and three get earmarked for facilities and used for building enhancements. With this model in place, staff have incentive to market and fill calendars at all of the centers.

16. Insurance Requirements

The certificate shall show building user liability insurance policy limits in the amount of not less than $1 million. Certificates of insurance shall include the name of the insurance company, name and address of the insured, type of policy, period of policy, a description of the activity, and the date(s) of the activity. The certificate shall include an endorsement which names Dona Ana County as an additional insured on the Certificate of Insurance.

Several different options should be in place to provide the county with reasonable liability coverage for non-governmental uses. Allowing a personal policy rider from an insurance company based on a current policy (if sufficient limits are in place), a potential waiver (see Exhibit C in the proposed policy section), county purchased policy with fees set annually based on level of use, and through open carriers.

17. Insurance Waiver

For many uses of the facility, the risk of injury and damage may be considered low enough that the county does not require any special liability insurance. All non-governmental use will require full coverage liability insurance unless a waiver has been accepted by county Risk Management staff. In some cases, the county can consider the approval of a waiver for not-for-profit users if they execute the proper hold harmless liability waiver for low impact uses. Recommendation to consider waiver of insurance for meeting room rental and small gatherings under 40 people.
If implemented, the proposed approach to fees and charges could significantly reduce the financial burden on users. The table provided below provides a comparison between the current policy and the proposed policy for a typical special event rental.

<table>
<thead>
<tr>
<th></th>
<th>Current Policy</th>
<th>Proposed Policy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rental (4 hours)</td>
<td>$100</td>
<td>$120</td>
</tr>
<tr>
<td>Deposit</td>
<td>$100</td>
<td>$0 Credit Card on file</td>
</tr>
<tr>
<td>Insurance</td>
<td>$135</td>
<td>$50 (pooled estimate)</td>
</tr>
<tr>
<td>Out-of-pocket cost</td>
<td>$335</td>
<td>$170</td>
</tr>
<tr>
<td></td>
<td>$100 refunded</td>
<td>$170</td>
</tr>
</tbody>
</table>

18. Evaluating Existing External Uses

All users of county facilities need to do so with appropriate permits or long term agreements. All agreements should include specific uses and timelines of use.

Revenue generating enterprises within county buildings such as a Boxing Club in Dona Ana, Ballet Folklorico dance lessons in Dona Ana, Religious Services in Mesquite, and Loteria/Bingo in various locations should all be brought into compliance with county policy. All of these examples fall under the category of private use. Loteria and Bingo are regulated by the State of NM Gaming Control Act – beneficiaries were not disclosed so no conclusion on compliance is implied.

19. Cost offset Models

Cost offset opportunities or rental credit programs are in place in other agency polices. In some hardship cases, potential CRC users have a financial hardship and have difficulty paying the market rates. Two methods have been used by other agencies. One is a fee waiver for indigent users who have demonstrated income eligibility requirements to the Department of Health and Human Services. The other is a method that allows interested parties to undertake work for the county to offset rental fees. The type of work available can be as simple as housekeeping, weed and litter collection, clerical, or other laborious low risk activities where help can be provided to the affected center.

20. Repeal Existing Policy(s)

Existing facility use policies should be rescinded at such time as new policies go into effect. There is a 2006 facility use resolution and a 2004 political activity resolution that may be viable to repeal at this time.
**Operational Issues**

Recommendations contained within this section relate to facility specific enhancements or improvement.

21. Building and Equipment

Provisions need to be made to ensure the CRC’s remain on the county’s capital improvement program. This is necessary to ensure access to funding offered by legislators through state capital outlay. It is understood that Dona Ana County desires to establish its legislative agenda with priorities selected by its leadership. If CRC’s are nowhere within the five year plan, appropriations will not be available for the centers.

There are capital improvements needed in most of the centers. Facilities staff can provide a recommendation for each site.

22. High Speed Internet and WI-FI

Many of the CRC’s do not have these services available and that alone prevents a lot of programming and use. Installation of a reliable ISP and WI-FI system at all Level One facilities followed by the others is recommended. Computer labs will not function effectively if users can’t access the internet and other online resources.

23. Online Rental Service / Software

Online facility reservation software is readily available in the market or an internal application can be developed by county IT staff. This scheduling software is the backbone to enhancing and managing the CRC’s by standardizing procedures and sharing of booked and available facility capacity. Use of such a system will also ensure all uses and associated revenues are appropriately tracked and reported. This system will also prevent prospective users from having to travel to multiple locations to make rental arrangements.

24. Monitored Security

The county has a considerable investment in their CRC’s. A monitored security system would not only protect unoccupied buildings and valuable assets such as computer equipment, but it will also be a security resource for the staff who often have to use the centers alone. Some level of site security service should be in place at each location.

25. Volunteer Contracts

There are volunteers willing to assist the county with daily operational issues within the CRC’s. The policy in place enabling compensation to volunteer groups who take on responsibilities in the center appear to be working. However, some have expressed dissatisfaction with doing considerable work with no compensation. To avoid Anti-donation concerns with these organizations tacking on additional fees to cover their expenses, the county should explicitly prohibit collection of any fees outside of the permitting software system.
Stipends should be paid to volunteers on an established basis either annually or on a per event basis. Specifics can be identified within individual site specific agreements. The county previously contracted with volunteer organizations such as CCDA (Chaparral Community Development Association) but those agreements have been expired for a while. A renewed effort should be made to get such agreements updated and back in place.

26. Keyless Entry

All CRC’s should be re-keyed because keys have been issued to an unknown number of people who currently have uncontrolled access to the public buildings. There does not seem to be a central key management system for the CRC’s because of the diverse management responsibilities which have changed over time.

If investment is made to re-key these buildings, an electronic programmable key card system is recommended. The electronic key card system will enable property management to track, record and report on building access. The system allows managers to track not only building access but user access as well. When a user loses key privileges, a simple stoke on a keyboard can cancel access control for any user without having to find or collect keys. Key cards can also be programmed to only work during permitted periods in cases where staff are not present.

27. Governmental Partners

Public School Districts and municipal governments offer complementary and similar services through their programs. It’s important to understand the nature of their work and sensitivity should be provided to ensure the county does not try to compete or duplicate services.

School districts offer after-school and recreation programming in most of their school sites. Through the use of Joint Powers Agreements, School Districts may be able to provide supplemental after school program within CRC computer labs. Municipalities often assume responsibility for parks, recreation, and public service facilities within their jurisdictions. The South Valley center may be a good candidate for such transfer. A JPA with municipal governments may also be viable for limited scope recreational programming for set sites and dates.
Conclusion

Community Resource Centers (CRC’s) throughout the County have been in place for many years. Their use has diminished over time for a variety of reasons.

The ever changing technology age where community members meet and socialize through social media has had an impact which is likely to become even more pronounced in the coming years as next generation users replace current users within the facilities. Dona Ana County will best prepare for the future by bringing technology into the Community Resource Centers.

Remaining factors that have caused lower use of the centers are structural in nature. Issues such as ease of access, rental costs, knowledge of availability, and a lack of property management professionals to facilitate the desired multitude of public and private uses.

A full time staff property manager assigned to facilitate the use of all Community Resource Centers is the optimal approach to enhancing facility use. The property manager can manage and market all Community Resource Centers like mini-convention centers with clear lines of responsibility, controls, and communications.

This report contains dozens of recommendations on operation, management, and use of CRC’s. A broad spectrum of potential uses can and should be considered to expand programming at the centers once the initial reorganization and investment (i.e. high speed internet and PC Lab) is complete. Some of the potential expanded uses available in the areas of social, cultural, recreational, quality of life services, and educational are listed below.

- Health and Wellness Providers
- Telemedicine
- Employment Services
- Social Service Organization Use
- Active and Passive Recreation
- Community Gardens / Greenhouse
- Ceramics Arts
- Jewelry Arts
- Community Game Nights
- Technology Use Education
- Community College Courses
- Mentoring and Tutoring
- Farmers Markets
- Performing Arts
- Culinary Arts / Cooking Classes
- Legal Services
- Tax Filing Assistance
- Weekly Movie Nights
- Community Swap Meets
- Pet Adoption Sites
- Spay and Neuter Programs
- Localized Business Incubator
- Commercial Kitchen Business Starts
- Fitness Equipment – Low Impact
- Food Counters and Coffee Shops

With the implementation of the recommendations contained within this report, substantial measurable improvement will be realized. The first step will be to establish the property management function and task that individual with developing budget proposals and recommendations on phasing in the remaining measures.
<table>
<thead>
<tr>
<th>CRCS</th>
<th>Activity Level</th>
<th>Kitchen Use</th>
<th>Staffing Type</th>
<th>Programming</th>
<th>Potential Amenities</th>
<th>Proposed Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Total Number of Activities 2018 Q3/4</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>2</td>
<td>2018 Youth Encounters</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>3</td>
<td>2018 Adult Encounters</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>4</td>
<td>Commercial</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>5</td>
<td>Residential</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>6</td>
<td>Senior Meals</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>7</td>
<td>Full Time</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>8</td>
<td>Part Time</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>9</td>
<td>Volunteer or contract</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>10</td>
<td>DAC - HHS</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>11</td>
<td>Private - Support DAC</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>12</td>
<td>Private - Independent Purposes</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>13</td>
<td>Computer Lab Use (Potential)</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>14</td>
<td>Library Use (Potential)</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>15</td>
<td>Passive Recreation</td>
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Garza & Associates, LLC

12/12/2018
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<th>Potential Private Rental Uses</th>
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Legend: Y Current Uses  P Potential Uses
Duties and Responsibilities

Staff within Health and Human Services are currently assigned programming responsibilities for the CRC’s. They are able to maintain the status quo with programming related to their department goals and objectives but it’s clear there is an organizational desire to expand programming and facility use outside of the Health and Human Service Department mission. As such, my recommendation is to clearly separate the CRC users from those who manage the spaces they occupy.

Staffing private events during off hours has also been a challenge due to limitations on overtime and flex schedules. A review of existing building security contracts to allow security companies to open / close facilities for after hour / weekend use may be an interim solution while property management functions are being put in place. The proposed fee structure within this report includes an additional fee for staff time related to after hour or weekend events requiring staff to open or lock CRC’s for private uses. This fee could also be used to pay certified security professionals if needed.

An assessment of all activities associated with CRC use and management was completed. The chart on the following page illustrates the various activities and the associated responsible party. As can be seen, there is a grey area where responsibilities for property management does not fit well under existing staff duties and expertise.

A property management function should be created and optimally located within the Facilities and Parks Department. A full time staff property manager assigned to facilitate the use of all CRC’s is the optimal approach to enhancing facility use. The property manager can manage and market all Community Resource Centers like mini-convention centers with clear lines of responsibility, controls, and communications.

With this approach, the Health and Human Services Department will be one of many users of the centers with the requirement to reserve and schedule their uses like all others. As described within this report, the county staff use of the CRC’s will maintain the highest priority of use over other types of uses.

The new property manager will be the single point of contact needed by all CRC users to ensure consistency and predictability. This employee will have coordination duties with Facilities, Legal, Risk, Procurement, Contracting, Finance, User Departments and Administration to gain required approvals and facilitation of customer requests and uses. This position will need to be the manager of the online booking program, CRC facility key management, and have full time mobile (vehicle and cell) access to facilities, prospective users, and operational staff.
## Dona Ana County

### Community Resource Center Responsibilities

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<thead>
<tr>
<th>Type</th>
<th>Activity</th>
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### Legend

- **O&M**: Operations and Maintenance
- **SM**: Site Management
- **CM**: Construction Management Services
- **PM**: Property Management

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ANALYSIS

• Evaluation
  • Facilities, Policies, Practices, Staffing, and Best Practices In 10 Other Agencies
• Interviews (26)
• Concluded
  • Current Use – Limited
  • Current Policy - One Plan for All
• Recommendations Developed
ANALYSIS

• Barriers To Use:
  1. Costs (fees, deposits, insurance)
  2. Unknown Availability
  3. Anti-Donation Law
     • Prohibits Free Use of Public Buildings
     • Except: Care for Sick/Indigent, Vet's Scholarships, Healing Arts, and LEDA

• Developed Draft “Variable” Policy
  1. Type of User
  2. Type of Use
  3. Type of Facility
USER TYPES

Controls:

1. Cost of Use
2. Insurance Requirement

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<td>Access</td>
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<td>Required % of Facility Use Cost</td>
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<td>Insurance Requirement</td>
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<td>Example Uses</td>
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<td>Sewing / Quilting Arts and Crafts Classes</td>
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<td>Government Agency DWI Education / AA Meetings</td>
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<td>Public Meetings Food Distribution</td>
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<td>Senior Meals (Contracted) Recreation by agreement</td>
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<td>Library, Computer Lab, Donation Program Youth Education</td>
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<td></td>
<td>Recreation by DAC Nutrition or cooking classes</td>
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Notes: (1) Fees Managed and Controlled by DAC
(2) Fees may be offset if agreement is in place aligning use to DAC Mission / Vision / Core Values
There are Four types of facility users. The following table lists the potential users and their associated priority of use. Those on the left will have a higher priority of use than those on the right.

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<td>Type 4</td>
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<td>Aligned NFP or Volunteer</td>
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Priority of Use

---

Garza & Associates, LLC
### Dona Ana County Community Resource Center Uses

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<tr>
<th>CRC'S</th>
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<td>5 Butterfield</td>
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## Dona Ana County Community Resource Center Characteristics

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<th>Staffing Type</th>
<th>Programming</th>
<th>Potential Amenities</th>
<th>Potential Private Rental Types</th>
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<td>Colquitt</td>
<td>13 148 79</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>14</td>
<td>DeLaO Visitor Center</td>
<td>0 0 0</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>15</td>
<td>Dona Ana Boxing Club</td>
<td>0 0 0</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
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</table>
## CURRENT CENTER TYPES

<table>
<thead>
<tr>
<th>Level One</th>
<th>Level Two</th>
<th>Level Three</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Full Time Centers</strong></td>
<td><strong>Part Time Centers</strong></td>
<td><strong>Occasional Use Only</strong></td>
</tr>
<tr>
<td>Facilities</td>
<td>Facilities</td>
<td>Facilities</td>
</tr>
<tr>
<td>Radium Springs</td>
<td>Placitas</td>
<td>Rincon</td>
</tr>
<tr>
<td>Dona Ana</td>
<td>Mesquite</td>
<td>Colquitt</td>
</tr>
<tr>
<td>Butterfield</td>
<td>La Mesa</td>
<td>DeLaO Visitors Center</td>
</tr>
<tr>
<td>Vado/Del Cerro</td>
<td>South Valley (Anthony)</td>
<td>Dona Ana Boxing Club</td>
</tr>
<tr>
<td>Dolores Wright</td>
<td>Betty McKnight</td>
<td></td>
</tr>
<tr>
<td>Organ</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
RECOMMENDATIONS

• Four Areas
  1. Best Practices
  2. Management Issues
  3. Operational Issues
  4. Site Specific Issues
Best Practices

- PC Lab
- Library
- Bus Stops
- Passive Rec
- NFP Use
- Vary Uses
- Vary Rates
- Party Rentals
- Alcohol
- Legal/Fin Svc

Garza & Associates, LLC
## Dona Ana County
### Proposed Facility Rental Fees
#### Level One

<table>
<thead>
<tr>
<th>Facility</th>
<th>Time</th>
<th>Public Users</th>
<th>Private Users</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Type 1 (No Cost)</td>
<td>Type 2 (50%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>DAC / Govt. Programs or Anti-Donation Exempt</td>
<td>Aligned NFP or Volunteer</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Meeting Room</td>
<td>Multi-Purpose Room</td>
</tr>
<tr>
<td>Radium Springs and Dona Ana</td>
<td>0-2 Hours</td>
<td>$18</td>
<td>$35</td>
</tr>
<tr>
<td></td>
<td>2-4 Hours</td>
<td>$35</td>
<td>$60</td>
</tr>
<tr>
<td></td>
<td>Add Hr</td>
<td>$13</td>
<td>$20</td>
</tr>
<tr>
<td>Butterfield, Vado/Del Cerro,</td>
<td>0-2 Hours</td>
<td>$18</td>
<td>$35</td>
</tr>
<tr>
<td>Dolores Wright</td>
<td>2-4 Hours</td>
<td>$35</td>
<td>$60</td>
</tr>
<tr>
<td></td>
<td>Add Hr</td>
<td>$13</td>
<td>$20</td>
</tr>
<tr>
<td>After Hours and Weekend Hourly Fees *</td>
<td></td>
<td>$15</td>
<td>$25</td>
</tr>
<tr>
<td>Deposit</td>
<td></td>
<td>$18</td>
<td>$60</td>
</tr>
</tbody>
</table>

*Garza & Associates, LLC*
## COMPARE COST PROPOSAL

<table>
<thead>
<tr>
<th></th>
<th>Current Policy</th>
<th>Proposed Policy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rental (4 hours)</td>
<td>$100</td>
<td>$120</td>
</tr>
<tr>
<td>Deposit</td>
<td>$100</td>
<td>$0 Credit Card on file</td>
</tr>
<tr>
<td>Insurance</td>
<td>$135</td>
<td>$50 (pooled estimate)</td>
</tr>
<tr>
<td>Out-of-pocket cost</td>
<td>$335</td>
<td>$170</td>
</tr>
<tr>
<td></td>
<td>$100 refunded</td>
<td></td>
</tr>
</tbody>
</table>
## Current Community Resource Center Responsibilities

### Operation and Maintenance
- HVAC Systems
- Security Systems
- Standby Generators
- Fire/Life/Safety Systems
- Mechanical, Electrical, Plumbing Systems
- Janitorial/Custodial Services
- Preventive Maintenance

### Site Management
- Parking and Access
- Signage
- Landscape & Irrigation
- Lighting
- On-Site Storage
- Emergency Response(s)

### Construction Management
- Construction Management
- Contract Administration
- Design
- Capital Outlay Projects and Reporting

### Property Management
- Plan & Mgt of System Replacement Cycle(s)
- Pay Utility Bills
- Property Acquisition, Sale or Disposal
- Budgeting and Allocation of Resources
- Safety Reviews/ Evacuation Planning/ Insurance
- Long Term Property Utilization and Planning
- Scheduling and Coordinating Uses and Leases
- Key and Access Management
- Equipment Inventory and Condition Assessment
- Tracking of Facility Users and Uses

### Users
- Promote Participation: Youth/Adults/Seniors
- Customer Service for Participants / Users
- Facilitate and Coordinate Meetings/programs
- Rental / Use Policy and Agreement Compliance
- Payment of Usage Fees
- Careful Treatment of DAC Property and Equip
- Return Facility to Pre-Use Condition
- Compliance with Grant and Funding Limitations
- Reporting Service Levels and Activities
STAFFING

• Reviewed Responsibilities
• Gap Analysis
• Separate CRC Users from Facility Providers
• Property Management Position (Facilities & Parks)
• Proposed Job Description Complete
NEW DRAFT POLICY

DONA ANA COUNTY
COMMUNITY RESOURCE CENTER
FACILITY USE POLICY

INTRODUCTION AND PURPOSE
Donna Ana County owns and operates 15 Community Resource Centers (CRC’s) at various locations throughout the county. CRC types and uses must be established within a uniform guiding policy for associated public and private uses which complements applicable provisions of Article IX, Sec. 14 of the New Mexico State Constitution, commonly known as the "Anti-Donation Clause.

The policy is intended to establish a standardized approach to use of CRC’s, assessing fair and reasonable market based fees for their use, and providing a standard procedure for securing and managing such use. The County desires to maximize the use of the CRC’s and promote active community use and involvement with the associated activities and services.

TYPES OF FACILITIES
Each of the 15 CRC’s fit into one of these three levels outlined below:

<table>
<thead>
<tr>
<th>Level One</th>
<th>Level Two</th>
<th>Level Three</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Time Centers</td>
<td>Part Time Centers</td>
<td>Occasional Use Only</td>
</tr>
<tr>
<td>Heavy Use</td>
<td>Moderate Use</td>
<td>Yearly / Seasonal Use</td>
</tr>
<tr>
<td>Full Time Staff On-Site</td>
<td>Part Time Staff</td>
<td>Contracted Staff or Volunteers</td>
</tr>
<tr>
<td>May Have Local Meals</td>
<td>May Have Local Meals</td>
<td>No Local Meals / Program</td>
</tr>
<tr>
<td>Heavy H &amp; S Programming</td>
<td>Occasional H &amp; S Programming</td>
<td>Sectional H &amp; S Programming</td>
</tr>
<tr>
<td>Non-Profit Use</td>
<td>Non-Profit Use</td>
<td>Non-Profit Use</td>
</tr>
<tr>
<td>Regional / Standard Public Meetings</td>
<td>Private Meetings / Use</td>
<td>Encouraged / Restricted</td>
</tr>
<tr>
<td>Computer Use On Schedule</td>
<td>Non-Computer Use</td>
<td>Non-Computer Use</td>
</tr>
<tr>
<td>Library Programs</td>
<td>Library Programs / Schedule</td>
<td>Non-Library Service</td>
</tr>
<tr>
<td>Private Bag Check</td>
<td>Private Bag Check / Bag</td>
<td>Private Bag Check / Bag</td>
</tr>
<tr>
<td>Facilities</td>
<td>Facilities</td>
<td>Facilities</td>
</tr>
<tr>
<td>Health Services</td>
<td>Health Services</td>
<td>Health Services</td>
</tr>
<tr>
<td>Child Care</td>
<td>Child Care</td>
<td>Child Care</td>
</tr>
<tr>
<td>Butterfly</td>
<td>La Mesa</td>
<td>Detention Services</td>
</tr>
<tr>
<td>Elders Care</td>
<td>South Valley</td>
<td>Detention Services</td>
</tr>
<tr>
<td>Social Services</td>
<td>Social Services</td>
<td>Detention Services</td>
</tr>
<tr>
<td>Other</td>
<td>Other</td>
<td>Other</td>
</tr>
</tbody>
</table>

Revised December 2018
Exhibit "A"
INDIVIDUAL CRC RECOMMENDATIONS

• Summary for Each Center (15)
  • Description
  • Conditions / Use
  • Site Observations / Recommendations
Dona Ana County, New Mexico Community Resource Center Uses and Activities

Name: Radium Springs
Location: 12060 Lindbeck Rd, Leasburg, NM 88007
Date: 12/27/18

General Conditions

<table>
<thead>
<tr>
<th>Item</th>
<th>Good</th>
<th>Fair</th>
<th>Poor</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Facility</td>
<td>X</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Accessible / ADA</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Visibility</td>
<td>Signage</td>
<td>X</td>
<td>Name on Building - No Marquis</td>
<td></td>
</tr>
<tr>
<td>Kitchen</td>
<td>Countertops</td>
<td>X</td>
<td>Commercial</td>
<td></td>
</tr>
<tr>
<td>Equipment - Disposal</td>
<td>X</td>
<td>Re Kited Inoperable</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Programming

<table>
<thead>
<tr>
<th>Dona Ana County Programs</th>
<th>Frequency / Schedule/Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Daily Uses</td>
<td>20 Senior Meals Service (Semi)</td>
</tr>
<tr>
<td>Vending and Snack Bar</td>
<td></td>
</tr>
<tr>
<td>Average Dona Ana County Homes Monthly Users</td>
<td>Youth</td>
</tr>
<tr>
<td>103</td>
<td>459</td>
</tr>
</tbody>
</table>

Related Operational Issues

- Optional use for this facility
- Continued Use and Programming
- Any Space Use at this location
- Yes,oky at EEN
- Are there a PRP assigned to this facility
- One PRP Staff on site
- Security System or Security Personnel
- Security System in place, not operational
- Contracts, Leases, or Permits for Use
- Adelante Senior Meals
- Recycle Volunteers Assigned
- None

Recommended Use(s) and Comments:

1. Most active Community Resource Center based on number of activities
2. Third highest number of attendees for DAC CRC's
3. Thematic seasonal dances for Seniors and Young Adults
4. Child Care Services during classes or events
5. Continued Senior Meals
6. Limited Private Uses Due to Commercial Kitchen allocated to Adelante Senior Meal Program
7. Summer Lunch for Youth
8. Large open space room with high ceilings (can expand dining area considerably)
9. Recreational special purpose meetings such as Ladies Club, 4H Club and Veterans events.
10. Billiards
11. Zumba Classes in Evenings

Additional images:

Garza & Associates, LLC
POTENTIAL FUTURE USES

- Health and Wellness Providers
- Telemedicine
- Employment Services
- Social Service Organization Use
- Active and Passive Recreation
- Community Gardens / Greenhouse
- Ceramics Arts
- Jewelry Arts
- Community Game Nights
- Technology Use Education
- Community College Courses
- Mentoring and Tutoring
- Farmers Markets
- Performing Arts
- Culinary Arts / Cooking Classes
- Legal Services
- Tax Filing Assistance
- Weekly Movie Nights
- Community Swap Meets
- Pet Adoption Sites
- Spay and Neuter Programs
- Localized Business Incubator
- Commercial Kitchen Business Starts
- Fitness Equipment – Low Impact
- Food Counters and Coffee Shops
- More....
NEXT STEPS

• Hire Property Manager
• Transition Period / Public Notice
• Adopt New Policy (Repeal Existing)
• Acquire Rental Software and Key Card Systems
• Develop Marketing Plan
• Expand Use of CRC’s
TITLE OF AGENDA ITEM TO BE CONSIDERED

PROCLAIM FEBRUARY 17, 2019, AS LEAGUE OF UNITED LATIN AMERICAN CITIZENS (LULAC) RECOGNITION DAY IN DOÑA ANA COUNTY

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

A proclamation honoring the League of United Latin American Citizens (LULAC) for ninety years of service and contributions.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Proclamation

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: Kelly Jameson Name PIO 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
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, 90 years ago, the founders of the League of United Latin American Citizens, better known as LULAC, joined together to establish an organization that would become the largest, oldest and most successful Hispanic civil rights and service organization in the United States, and

WHEREAS, since its inception on February 17, 1929, in Corpus Christi, Texas, LULAC has championed the cause of Hispanic Americans in education, employment, economic development and civil rights, and

WHEREAS, LULAC has developed a comprehensive set of nationwide programs fostering educational attainment, job training, housing, scholarships, citizenship, and voter registration, and

WHEREAS, LULAC members throughout the nation have developed a tremendous track record of success advancing the economic condition, educational attainment, political influence, health and civil rights of the population of the United States, and

WHEREAS, LULAC has adopted a legislative platform that promotes humanitarian relief for citizens and immigrants, increased educational opportunities for our youth, and equal treatment for all in the United States and its territories including the Commonwealth of Puerto Rico, and

WHEREAS, this year, the League of United Latin American Citizens will celebrate ninety years of community service to increase educational opportunities and improve the quality of life for Americans, and

WHEREAS, it is the distinct pleasure and privilege of the Doña Ana County Board of Commissioners to bestow Proclamations, and 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 February 17, 2019, as LULAC Recognition Day throughout Doña Ana County in recognition of the organization's ninety years of service and the outstanding contributions LULAC has made to our nation, state and county.

PROUDLY PROCLAIMED this 12th day of February, 2019

Board of County Commissioners for Doña Ana County, New Mexico

______________________  yea  ______________  yea  ______________  nay
Isabella Solis, Vice-Chair

______________________  yea  ______________  nay
Shannon Reynolds, Member

______________________  yea  ______________  nay
Ramón Gonzalez, Member

______________________  yea  ______________  nay
Lynn Ellins, Member

Attested: Amanda López Askin, County Clerk
Minutes for the Regular Meeting of January 22, 2019.

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

<table>
<thead>
<tr>
<th>Finance</th>
<th>Legal</th>
<th>County Manager/Agenda Review</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
<tr>
<td>Purchasing</td>
<td>Human Resources</td>
<td>Assistant County Manager/Peer Review</td>
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<tr>
<td>Planning</td>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

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

Chairwoman Karen M. Trujillo called the Regular Meeting of the Doña Ana County Board of Commissioners to order at 9:00 a.m., on Tuesday, January 22, 2019, in the Doña Ana County Commission Chambers, 1st Floor, Doña Ana County Government Center, 845 North Motel Boulevard, Las Cruces.

Time: 08:59:30

District 5: Karen M. Trujillo, Chairwoman – Present
District 4: Isabella Solis, Vice-Chairwoman- Present
District 2: Ramon S. Gonzalez, Commissioner – Present
District 3: Shannon Reynolds, Commissioner – Present
District 1: Lynn J. Ellins, Commissioner – Present

Invocation: Reverend Dr. Margaret Short, Pastoral Care Director, Memorial Medical Center, Anglican Priest at the Church of the Good Shepherd at hill located near Doña Ana.

Time: 08:59:56

Pledge of Allegiance

Time: 09:02:16

Led by: Lynn J. Ellins, Commissioner.

Roll Call of Commission Members Present and Determination of Quorum

Time: 09:02:46

Led by: Cindy C. Padilla, Admin. Asst., County Clerk’s Office.

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

CHANGES TO THE AGENDA: Fernando R. Macias, County Manager, will discuss
PET SHOWCASE: ASCMV Staff will present

Time: 09:03:24

Pet: A 5 year old female mixed breed named Bessie who is ready for adoption.

EMPLOYEE RECOGNITION: The Commission will recognize Doña Ana County employees for their years of service to Doña Ana County — Read by Fernando R. Macias, County Manager, will present.

Time: 09:04:29

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Years of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ramon Rodriguez</td>
<td>Health &amp; Human Services</td>
<td>5</td>
</tr>
<tr>
<td>Jared O’Rear</td>
<td>Sheriff’s Department</td>
<td>5</td>
</tr>
<tr>
<td>Gabriel Sanchez</td>
<td>Sheriff’s Department</td>
<td>5</td>
</tr>
<tr>
<td>Jonathon Almanza</td>
<td>Sheriff’s Department</td>
<td>5</td>
</tr>
<tr>
<td>Tiara Gamboa</td>
<td>Detention Center</td>
<td>5</td>
</tr>
<tr>
<td>Jacob Alderete</td>
<td>Detention Center</td>
<td>10</td>
</tr>
<tr>
<td>Richard Dominguez</td>
<td>Engineering</td>
<td>15</td>
</tr>
<tr>
<td>Elizabeth Warpula</td>
<td>Financial Service Department</td>
<td>15</td>
</tr>
<tr>
<td>Angelica Valenzuela</td>
<td>Clerk’s Office</td>
<td>15</td>
</tr>
<tr>
<td>Jess Williams</td>
<td>Public Information Office</td>
<td>Retirement-20 years</td>
</tr>
</tbody>
</table>

PUBLIC INPUT

Time: 09:21:59

Given by: None was given.

*In order to listen to Public Input comments go to Doña Ana County website: https://donanacounty.org/bocc/video.
STAFF INPUT

Time: 09:22:39

Given by: 1) Fernando Macias.

*In order to listen to Staff Input comments go to Doña Ana County website: https://donanacounty.org/bocc/video.

COUNTY ELECTED OFFICIALS’ INPUT

Time: 09:25:53

Given by: 1) Kim Stewart, Sheriff.

*In order to listen to County Elected Officials’ Input comments go to Doña Ana County website: https://donanacounty.org/bocc/video.

COMMISSION INPUT

Time: 09:32:17

Given by: 1) Ramon Gonzalez 2) Isabella Solis 3) Shannon Reynolds and 4) Lynn Ellins.

*In order to listen to Commission Input comments go to Doña Ana County website: https://donanacounty.org/bocc/video.

PRESENTATIONS:

1. Kinder Morgan Pipeline Rupture and Remediation—Mr. Allen Fore, Vice President, Public Affairs, will present.

   Time: 09:37:02

2. Reinspection of the County’s Fire Districts by the Insurance Services Office, Inc. (ISO)—Nicholas Hempel, Fire Chief, will present.

   Time: 10:24:20
3. Corizon Health Care Overview Regarding Behavioral Health and Medical Services Currently Provided within the Detention Center—Debbie Fye, Regional Vice President, will present.

Time: 10:41:35

4. Overview of the Bridge of Southern New Mexico’s Mission, Successes and Current Activities—Tracey Bryan, President/CEO, will present.

Time: 11:12:47

CONSENT AGENDA

Time: 11:47:12

5. Approve Minutes for the Regular Meeting of January 8, 2019 – Clerk’s Office.

6. Accept and Approve Grant Award for the Countvwide Read Across America Day Program from Brady Shines; Approve Budget Resolution and Revision and Delegate Signature Authority to the County Manager on all Related Documents—Liz Reed, Community and Constituent Services Manager, will discuss.

RESOLUTION NO. 2019-09

7. Approve Lease Agreement with Enchanted Technology Solutions and Delegate Signature Authority to the County Manager to Sign all Related Documents—Vicki Lusk, Animal Control and Codes Manager, will discuss.

Motion to Approve Consent Agenda Items 5-7, to include the following:

Approve Minutes for the Regular Meeting of January 8, 2019.
Accept and Approve Grant Award for the Countywide Read Across America Day Program from Brady Shines; Approve Budget Resolution and Revision and Delegate Signature Authority to the County Manager on all Related Documents.

Approve Lease Agreement with Enchanted Technology Solutions and Delegate Signature Authority to the County Manager to Sign all Related Documents.

Motion: Isabella Solis
Second: Ramon S. Gonzalez

Lynn J. Ellins, Commissioner - Yes
Shannon Reynolds, Commissioner - Yes
Ramon S. Gonzalez, Commissioner – Yes
Isabella Solis, Vice-Chairwoman – Yes
Karen M. Trujillo, Chairwoman – Yes

Motion passed

APPROVALS

8. Approve Award of Contract to Families and Youth, Inc., for a Youth Intervention Program and Designate Signature Authority to the County Manager—Fernando R. Macias, County Manager, will discuss.

Time: 11:48:13

Motion: Isabella Solis
Second: Ramon S. Gonzalez

Lynn J. Ellins, Commissioner - Yes
Shannon Reynolds, Commissioner - Yes
Ramon S. Gonzalez, Commissioner – Yes
Isabella Solis, Vice-Chairwoman – Yes
Karen M. Trujillo, Chairwoman – Yes

Motion passed

9. Approve Mid-Year Budget Revision and Budget Resolution for the FY2019 Budget—Marisol Richardson, Budget Officer, will discuss.

Time: 11:54:04

January 22, 2019, BOCC Regular Meeting Minutes 5

Page 61 of 231
Motion: Isabella Solis
Second: Ramon S. Gonzalez
Lynn J. Ellins, Commissioner - Yes
Shannon Reynolds, Commissioner - Yes
Ramon S. Gonzalez, Commissioner – Yes
Isabella Solis, Vice-Chairwoman – Yes
Karen M. Trujillo, Chairwoman – Yes

Motion passed

RESOLUTION NO. 2019-10

10. Authorize the Publication of Title and General Summary to Amend Chapter 56, Industrial Revenue Bonds, Related to the Application Fees and Annual Administrative Costs, and to Amend Chapter 179, Fees and Permits, as it Relates to Industrial Revenue Bonds of the Doña Ana County Code—Fernando R. Macias, will discuss.

Time: 12:06:11

Motion: Isabella Solis
Second: Ramon S. Gonzalez
Lynn J. Ellins, Commissioner - Yes
Shannon Reynolds, Commissioner - Yes
Ramon S. Gonzalez, Commissioner – Yes
Isabella Solis, Vice-Chairwoman – Yes
Karen M. Trujillo, Chairwoman – Yes

Motion passed

PUBLIC HEARING

11. Approve an Ordinance Authorizing a Property Tax Rebate to Benefit Low-Income Property Taxpayers—Nelson J. Goodin, County Attorney, will discuss.

Time: 12:13:02

Motion: Isabella Solis
Second: Karen M. Trujillo
Lynn J. Ellins, Commissioner - No
Shannon Reynolds, Commissioner - No
Ramon S. Gonzalez, Commissioner – No
Isabella Solis, Vice-Chairwoman – No
Karen M. Trujillo, Chairwoman – No

Motion did no pass

12. Approve Preliminary Plat for Orchard Estates Phases III, IV and V—Luis Marmolejo, Senior Planner, will discuss.

Time: 12:26:31

Motion: Lynn J. Ellins
Second: Isabella Solis
Lynn J. Ellins, Commissioner - Yes
Shannon Reynolds, Commissioner - No
Ramon S. Gonzalez, Commissioner – No
Isabella Solis, Vice-Chairwoman – Yes
Karen M. Trujillo, Chairwoman – Yes

Motion passed

CORRESPONDENCE

13. Cindy C. Padilla, County Clerk’s Office, will present to the Commissioner any claims received by Doña Ana County.

Time: 12:51:01

1) Enrique & Consuelo Ordonez vs. DAC 2) Santana Cardona vs. DAC 3) Female Inmates at the Detention Center vs. DAC 4) Ruben Lee vs. DAC 5) Kenneth & Vicki Thurston vs. DAC and 5) Emmanuel Hernandez vs. DAC.

THE COMMISSION MAY CONVENE IN CLOSED SESSION to discuss threatened or pending litigation in which the public body is or may become a participant; specifically Hines vs. DAC, D-307-CV-2017-01730 and Aguilera vs. DAC, D-307-CV-2017-00453, as authorized by the Open Meetings Act, NMSA 1978 § 10-15-1 (H) (7).

Time: 12:51:35
Motion: Lynn J. Ellins

Second: Isabella Solis

Lynn J. Ellins, Commissioner - Yes
Shannon Reynolds, Commissioner - Yes
Ramon S. Gonzalez, Commissioner - Yes
Isabella Solis, Vice-Chairwoman - Yes
Karen M. Trujillo, Chairwoman - Yes

Motion passed

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

Time: 14:34:23

To let the Record Reflect that nothing was discussed in Closed Session other than the Items mentioned 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: 14:34:35

Motion: Karen M. Trujillo

Second: Ramon S. Gonzalez

The Commission Adjourned with no Objection.

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

Karen M. Trujillo, District 5, Chairwoman For/Against

Isabella A. Solis, District 4, Vice-Chairwoman For/Against

Lynn J. Ellins, District 1, Commissioner For/Against

Ramon S. Gonzalez, District 2, Commissioner For/Against

Shannon Reynolds, District 3, Commissioner For/Against

January 22, 2019, BOCC Regular Meeting Minutes 8
TITLE OF AGENDA ITEM TO BE CONSIDERED
RESOLUTION TO ADOPT THE STANDING COMMITTEE’S RECOMMENDED FINDINGS AND PROPOSED SALE BY SEALED COMPETITIVE BID OF FOUR AQUA-ZYME AD20 DEWATERING UNITS.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED
The County intends to dispose of public property in accordance with NMSA 1978 §13-6-1 et. seq. The duly-appointed standing committee has identified and recommends the sale through competitive sealed bid of property that is unusable. The Board of County Commissioners is asked to adopt the Standing Committee’s Recommended Findings and Proposed Disposal of Property attached hereto, to request approval from Department of Finance-Local Government Division (DFA-LGD) and to notify the State Auditor as required by statute.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED
Executive Summary
Proposed Resolution
Standing Committee’s Recommended Findings and Proposed Disposition of Property
DFA-LGD Approval Request
State Auditor Notification

SUMMARY OF FINANCIAL IMPACT
Sale proceeds will revert back to the Utilities Fund.

ADMINISTRATIVE REVIEW AND APPROVAL

AD  Finance

Legal

County Manager/
Agenda Review

Purchasing

Human Resources

Assistant County Manager

Planning

Other

DOCUMENT CONTROL

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

Return original/s to:  Rima Perez  Name  Finance  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 Aqua-Zyme Dewatering units were purchased in 2008 and they were intended to dewater sludge and septic waste. They were labor intensive to keep clean and did not work well. Since then we have installed a sludge bed and a belt press to dewater which are much more efficient. They have been sitting at South Central WWTP unused for over 8 years. Upon approval of the Commission to dispose of these units, the county will seek sealed bids and sell to the highest bidder.
DOÑA ANA COUNTY RESOLUTION NO. 2019-______

2018 – 2019 DOÑA ANA COUNTY RESOLUTION
(107th FISCAL YEAR)

A RESOLUTION APPROVING SALE THROUGH SEALED COMPETITIVE BID OF FOUR DEWATERING UNITS

WHEREAS, the governing body in and for the County of Doña Ana, State of New Mexico, intends to sell public property in accordance with NMSA 1978 §13-6-1 et. seq.

WHEREAS, the duly appointed standing committee has identified and recommends the sale through sealed competitive bid of property that is unusable.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Doña Ana County, State of New Mexico, hereby adopts the Standing Committee’s Recommended Findings and Proposed Disposition of Property and State of New Mexico auditor’s notification attached hereto.

Resolved in the Board session this 12th day of February, 2019.

BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY, NEW MEXICO

Isabella A. Solis, District 4, Vice-Chairwoman  For / Against

Lynn J. Ellins, District 1  For / Against

Ramon S. Gonzalez, District 2  For / Against

Shannon Reynolds, District 3  For / Against

District 5  For / Against

ATTEST:

Amanda López Askin, Ph. D.
County Clerk
STANDING COMMITTEE RECOMMENDATION FOR THE DISPOSITION OF USED PROPERTY

The Standing Committee met on January 14, 2019 to recommend the sale of four dewatering units through competitive sealed bid per the attached spreadsheet.

Findings: The property is unusable and needs to be deleted from the fixed asset ledger.

Recommendation: Based on NMSA §13-6-1 et. seq. the Standing Committee recommends the disposal of the property by sale through competitive sealed bid.

The Standing Committee for the Disposition of Used Property

Don Bullard, Purchasing Manager

Gabriel Silva, Fleet Manager

Andrés Martínez for Geoff Abruzzi, IT Operations Manager
February 12, 2019

Erica Cummings, Financial Coordinator/Budget Analyst
State of NM DFA-LGD
Bataan Memorial Building
407 Galisteo St., Suite 202
Santa Fe, NM 87501

Dear Ms. Cummings,

The Board of County Commission gives notice, pursuant to NMSA 1978 §13-6-1 et. seq., of its intent to dispose of personal tangible property as indicated in the attached Resolution. The resolution approves the disposal of obsolete, unusable or worn out equipment and includes supporting documentation.

If you need any additional information or have any questions, contact me at 575-525-5820 or rimap@donaanacounty.org. Thank you.

Sincerely,

Rima Perez, Accountant II-Fixed Assets
Financial Services Department
February 12, 2019

State of New Mexico
State Auditor
2540 Camino Edward Ortiz, Suite A
Santa Fe, NM 87507

Dear State Auditor,

The Board of County Commission gives notice, pursuant to NMSA 1978 §13-6-1 et. seq., of its intent to dispose of property as indicated in the attached resolution.

I hereby swear and affirm the above notification and the attached resolution reflects the intent and will of the Board of County Commissioners of Doña Ana County.

__________________________
Isabella A. Solis, Vice-Chairwoman

State of New Mexico
County of Doña Ana

SEAL

Sworn to and subscribed to me this _______ day of _______ 2019.
By ____________________________

Notary Signature

I hereby swear and affirm the above notification and the attached resolution reflects the intent and will of the Board of County Commissioners of Doña Ana County.

__________________________
Lynn J. Ellins, Member

State of New Mexico
County of Doña Ana

SEAL

Sworn to and subscribed to me this _______ day of _______ 2019.
By ____________________________

Notary Signature
I hereby swear and affirm the above notification and the attached resolution reflects the intent and will of the Board of County Commissioners of Doña Ana County.

_________________________________________
Ramon S. Gonzalez, Member

State of New Mexico
County of Doña Ana

SEAL
Sworn to and subscribed to me this _____ day of _____ 2019.
By ________________________________

Notary Signature

I hereby swear and affirm the above notification and the attached resolution reflects the intent and will of the Board of County Commissioners of Doña Ana County.

_________________________________________
Shannon Reynolds, Member

State of New Mexico
County of Doña Ana

SEAL
Sworn to and subscribed to me this _____ day of _____ 2019.
By ________________________________

Notary Signature
## Disposals

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### TITLE OF AGENDA ITEM TO BE CONSIDERED

**OUT OF STATE TRAVEL FOR COMMUNITY DEVELOPMENT DEPARTMENT CHIEF PLANNER TO ATTEND THE AMERICAN PLANNING ASSOCIATION NATIONAL CONFERENCE IN SAN FRANCISCO, CA**

**APRIL 13, 2019 THROUGH APRIL 16, 2019**

### SUMMARY OF ITEM TO BE CONSIDERED

**INCLUDING PRESENTATION OF OPTIONS FOR ACTION AND ACTION REQUESTED**

The Board is asked to approve out of state travel for one Community Development Department Chief Planner to attend the APA National Planning Conference from April 13 to April 16, 2019 in San Francisco, CA. The conference seminars will provide required Certification Maintenance credits for American Institute of Certified Planners (AICP) professional certification and will provide the opportunity to gain new ideas and tools useful to support the ongoing planning efforts in the Community Development Department. Additionally, insight will be gained from the new trends that are currently facing land use and the planning profession, such as smart growth, resiliency planning, autonomous vehicles, impacts of the cannabis industry, short-term rentals, affordable housing issues, economic development strategies and hazard mitigation planning issues to name a few. There are over 250 expert-led sessions over the 4 day conference and additional details can be found at [https://www.planning.org/conference](https://www.planning.org/conference)

### DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

- Conference Overview and Sample Track Sessions
- Registration

### SUMMARY OF FINANCIAL IMPACT

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### ADMINISTRATIVE REVIEW AND APPROVAL

- Finance
- Legal
- Purchasing
- Human Resources
- Planning
- Other

### DOCUMENT CONTROL

Original/s for signature? Yes X No  
For Recording? Yes X 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
With so many educational sessions, mobile workshops, and events to choose from, your 2019 National Planning Conference Schedule won't have a dull moment. Don't forget to download the APA NPC19 app for easy access to your schedule onsite or bring this print out with you for a physical copy.

April 13–16, 2019 — San Francisco

Want to move to the forefront of planning? Attend NPC19 and pack learning, sharing, connecting, and fun into four exciting days. NPC19's robust educational program covers emerging issues, new trends, and best practices in planning.

Want to dig deeper on a specific planning topic? Check out our 13 conference tracks to delve into topics like disaster resilience, housing, and planning for social justice.

View Full Program (/conference/program/search/)
**SAMPLE TRACK / EDUCATIONAL SESSIONS**

### Design, Development, and Preservation

People embrace communities of lasting value that reflect historic preservation, cultural resources, community character, and exceptional urban design. Communities built on principles of interrelated patterns of land use, transportation, and urban form foster some of the most desirable characteristics of human habitation: neighborliness, sustainability, and economic efficiency. These sessions will address urban design, public art, historic preservation, and new urbanism.

**View Design, Development, and Preservation Sessions**

### Academic and Professional Research

How can research aimed at understanding and improving planning practice bring planning researchers and planning practitioners closer together? Whether conducted by scholars or practitioners, presentations will include researchers and the planners who served as subjects of the research or who experimented with implementing the results of research.

Sessions in this track will contain research seeking to better understand cities, imagine improved planning systems, re-interpret planning's past, develop new planning approaches, or assess the impact of plans.

**View Academic and Professional Research Sessions**

### Disaster Resilience and Climate Change

Climate change and natural hazards affect all areas of the country. Currently, major coastal cities are planning for sea-level rise, landlocked states are experiencing extreme weather and changing weather cycles, while droughts, floods, and seismic activity are occurring in new locations. Even communities that regularly focus on other planning issues should be aware of potential impacts from natural hazards and a changing climate and be ready to address them.

Find out what planners have learned about reducing vulnerability and increasing ability to withstand natural hazards, adapting local economies and land-use policies, retrofitting buildings, maintaining water delivery and other public infrastructure, and enhancing emergency communication systems.

**View Disaster Resilience and Climate Change Sessions**

### Housing, Community, and Economic Development

America is confronting a housing crisis. Although the scope and specifics vary from city to city and market to market, the national reality remains that current policies are undermining the broad goal of ensuring housing choice and affordability for all. Addressing this crisis must be a priority for policy makers.

The shortage of worthy affordable housing reinforces inequality and limits access to opportunity, while meager housing options hurt the economy and constrain social and economic mobility. Good planning is essential for increasing housing options, boosting affordability, and unlocking opportunity.

Sessions in this track will address housing issues and offer pragmatic solutions that planners can adapt now in their communities.

**View Housing, Community and Economic Development Sessions**

### International, Comparative, and Global Planning

Rapid urbanization, cross-border movement of people and goods, and global environmental challenges have made the planning world smaller. How can our communities respond to global pressures? How can planners respond to global problems?

Explore international challenges of development, channels for international movement of planning ideas, urbanization, environmental pollution, and climate change in different countries and in international...
SAMPLE TRACK / EDUCATIONAL SESSIONS

agencies and compacts. Sessions will discuss innovative and successful responses to informality, land tenure, migration, disaster resilience, artificial intelligence, varying legal frameworks, and emerging concepts such as the Right to the City.

View International, Comparative, and Global Planning Sessions

Managing Change in Communities

A wide range of sessions covers the fundamentals of long-range planning and touches on planning issues that concern all communities.

These include reurbanizing suburban communities; compatible redevelopment in older communities; revitalization; and state and federal laws that affect regional and local planning.

View Managing Change in Communities Sessions

Planning, Health, and the Natural Environment

Across the country, local governments are beginning to incorporate goals and objectives that integrate public health into all types of plans, policies, and processes. These efforts will impact how people make choices about where to live, how to get around, and how to access healthy foods and physical activity. They will affect everything from clean air and water to social equity. Through citizen engagement, plan making, capital improvements, development review, and other planning actions, planners promote fiscally sound investments and decisions that protect and restore the natural environment, conserve resources, and build more sustainable communities in both rural and urban areas.

Presenters will address these topics as well as environmental justice, parks, open space, and greenways. Topics highlighted include local, regional, and national efforts to balance the human needs with long-term environmental viability. Attendees will explore how plans and regulations impact the equitable distribution of benefits associated with ecosystem services.

View Planning, Health, and the Natural Environment Sessions

Politics, Policy, and Government

Many federal, state, and local policy issues are of central concern to planners. In our currently contentious era, it’s more important than ever for planners to be up-to-date on new issues and trends of thought, especially on issues likely to impact their work during the next decade.

These sessions will offer new ideas about policy topics every planner should understand, insight into the workings of government at all levels, and a platform to support planning advocates’ positions and actions on policy issues that affect local communities.

View Politics, Policy, and Government Sessions

Planning for Inclusiveness and Social Justice

Learn about efforts to foster diversity and equity within communities and the institutions of planning.

Sessions emphasize issues of particular concern to minority communities (e.g. gentrification and environmental justice); examine various aspects of planning through the lens of equity, diversity, and justice; and focus on the distinctive circumstances and concerns of planners with disabilities and in certain demographic populations.

View Planning for Inclusiveness and Social Justice Sessions
# SAMPLE TRACK / EDUCATIONAL SESSIONS

## Planning Practice and Careers

Sessions in this track bring planners together to share experiences and knowledge essential to their professional development. Learn more about the remarkable diversity of planning careers, get help making important career decisions, and acquire sound advice about finding the right answers to ethical dilemmas.

**View Planning Practice and Careers Sessions**

## Small Town and Rural Planning

Explore diverse rural and small-town planning topics. Topics include ensuring equal access to high-quality broadband, transportation, and utilities infrastructure; planning for rural economic development; and recognizing the importance and distinctive characteristics of small towns and rural areas.

Presenters will discuss innovative and tried-and-true strategies to address the unique issues and opportunities facing these communities.

**View Small Town and Rural Planning Sessions**

## Technology and Planning

It’s easy to feel overwhelmed by the abundance of data sets and analysis tools that are now available to planners. With so many choices, how can you determine what data and which tools best advance your community’s goals?

Explore new planning concepts and technologies and get the knowledge and essential skills you need to use complex data and sophisticated applications.

**View Technology and Planning Sessions**

## Transportation

Acquire the new skills you need to keep up with rapid changes in transportation planning spurred by new technologies and changing personal preferences.

For example, public transit, biking, and pedestrian travel and safety have become prime considerations in street design; planners must adapt. Sessions in this track also cover how large transportation planning projects — including rail and airport planning — are planned and executed.

**View Transportation Sessions**
NPC19 CONFERECE AT A GLANCE

SATURDAY, APRIL 13  
6:00 a.m.  Opening Keynote  Welcome Reception at Moscone West
7:00 a.m.  Exhibit Hall Open  Educational Sessions
8:00 a.m.  Mobile Workshops  Educational Sessions
9:00 a.m.  Educational Sessions  Educational Sessions
10:00 a.m.  Educational Sessions  Educational Sessions
11:00 a.m.  Educational Sessions  Educational Sessions
12:00 p.m.  Educational Sessions  Educational Sessions
1:00 p.m.  Educational Sessions  Educational Sessions
2:00 p.m.  Educational Sessions  Educational Sessions
3:00 p.m.  Educational Sessions  Educational Sessions
4:00 p.m.  Educational Sessions  Educational Sessions
5:00 p.m.  Exhibit Hall Happy Hour

SUNDAY, APRIL 14  
6:00 a.m.  Fitness Activity: Yoga
7:00 a.m.  Fitness Activity: 5K Run and Walk
8:00 a.m.  Exhibit Hall Open (9:45)
9:00 a.m.  Educational Sessions
10:00 a.m.  Educational Sessions
11:00 a.m.  Educational Sessions
12:00 p.m.  Educational Sessions
1:00 p.m.  Educational Sessions
2:00 p.m.  Educational Sessions
3:00 p.m.  Educational Sessions
4:00 p.m.  Educational Sessions
5:00 p.m.  Exhibit Hall Happy Hour

MONDAY, APRIL 15  
6:00 a.m.  Fitness Activity: Yoga
7:00 a.m.  Fitness Activity: 5K Run and Walk
8:00 a.m.  Exhibit Hall Open (9:45)
9:00 a.m.  Educational Sessions
10:00 a.m.  Educational Sessions
11:00 a.m.  Educational Sessions
12:00 p.m.  Educational Sessions
1:00 p.m.  Educational Sessions
2:00 p.m.  Educational Sessions
3:00 p.m.  Educational Sessions
4:00 p.m.  Educational Sessions
5:00 p.m.  Exhibit Hall Happy Hour

TUESDAY, APRIL 16  
6:00 a.m.  Fitness Activity: Yoga
7:00 a.m.  Fitness Activity: 5K Run and Walk
8:00 a.m.  Exhibit Hall Open (9:45)
9:00 a.m.  Educational Sessions
10:00 a.m.  Educational Sessions
11:00 a.m.  Educational Sessions
12:00 p.m.  Educational Sessions
1:00 p.m.  Educational Sessions
2:00 p.m.  Educational Sessions
3:00 p.m.  Educational Sessions
4:00 p.m.  Educational Sessions
5:00 p.m.  Exhibit Hall Happy Hour

APA leadership, division, and other allied meetings are scheduled throughout the conference; please check the online program for specific times.
REGISTERING BY FAX OR MAIL

Important! If you register by mail or fax, APA must receive your completed registration form and payment by the date indicated to qualify for the associated rate.

Send your registration by mail or fax (/media/document/9164320/)

Registration Policies

Registration Policies and Essentials (/conference/registration/policies/)
Conference Speaker Policies (/conference/speaker/policies/)

<table>
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Join APA Now and Save on NPC19!

If you're not an APA member, join now for the best price on NPC19. Registration rates are lower across the board for APA members, and especially for student and new members:

- If you're enrolled as a full-time student in any college or university degree program, join APA now for FREE and pay only $125 by February 13 to attend NPC19. (More good news: your APA membership will be FREE until you complete your studies.) Learn more about student membership (/join/students/).

- Not a student? Join APA now at HALF OFF regular member dues and register for NPC18 at HALF OFF the regular member rate. Check out our special offer for new members (/join/specialoffer/).
RESOLUTION APPROVING A LEASE CONTRACT BETWEEN DOÑA ANA COUNTY AND JAMES M. SHELTON JR., FOR LEASE OF JETPORT LOT F-03B-S AT THE DOÑA ANA COUNTY INTERNATIONAL JETPORT, SANTA TERESA, NEW MEXICO SUBJECT TO APPROVAL BY THE NEW MEXICO STATE BOARD OF FINANCE

SUMMARY OF ITEM TO BE CONSIDERED

James M. Shelton Jr. requests approval of a Lease Contract for Lot F-03B-S at Dona Ana County International Jetport for construction of a new aircraft storage hangar. The term of the lease is for fifteen (15) years with an option for an extension of ten (10) years commencing on the date of approval by the New Mexico State Board of Finance, and delegate signature authority to the County Manager for all related documents. The Jetport Manager recommends approval of the Lease Contract.

SUMMARY OF FINANCIAL IMPACT

New rental income for Jetport Operations
The first year lease rent is estimated to be $2,832.71, with annual increases consistent with increases in the Consumer Price Index.

ADMINISTRATIVE REVIEW AND APPROVAL

Finance Legal County Manager/ County Manager/ Agenda Review
Purchasing Planning

DOCUMENT CONTROL

Original/s for signature?: Yes No For Recording?: Yes No
Return original/s to: Bill Provance, Jetport
Send copy of recorded original/s (resolution and ordinances only) to: Thomas Figart, Legal
Deadline for return of document/s: Yes, return by:
Executive Summary
James M. Shelton Jr. Land Lease Contract

SUMMARY:

James M. Shelton Jr. and County staff are requesting approval of a land lease contract to Lot F-03B-S on which Mr. Shelton as Lessor, to build a new aircraft storage hangar.

The terms of the Lease Contract will be fifteen (15) years with a ten (10) year extension option. This term will coincide with other tenant leases at the jetport. The Leased premises contains 16,663 square feet with a rate of $0.17 per square foot for a lease payment of $2,832.71 the first year. The rate will be subject to an annual CPI-U increase at the anniversary of the assumption of the lease.

A Resolution approving the Lease Contract is also submitted for approval. The Resolution includes the grant authority to make further changes to the language of the lease agreement without the need for further Board approval, in the event that such changes are necessary for the New Mexico Board of Finance Approval.

The revised lease contract will still require New Mexico State Board of Finance approval following approval by the Board of County Commissioners.

The Jetport Manager has reviewed the revised lease contract and recommends approval.
A RESOLUTION APPROVING LEASE CONTRACT BETWEEN DOÑA ANA COUNTY AND JAMES M. SHELTON, LLC

WHEREAS, the Doña Ana County Board of Commissioners is tasked to represent and address the needs of its residents; and

WHEREAS, the County finds that the construction of a new aircraft hangar is in the best interest of the County for improvement in the operation of the Doña Ana County International Jetport; and

WHEREAS, the County finds that revisions to the contract may be necessary to secure approval by the New Mexico State Board of Finance and are in the best interests of the administration and operation of the County International Jetport.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners that the attached Lease contract is approved, subject to the condition that it be approved by the New Mexico State Board of Finance; and

NOW THEREFORE, IT IS FURTHER RESOLVED, the County Manager is delegated the authority to execute the Lease Contract and to make, approve and execute such other further changes to the language of the Revised Lease Contract as may be required by the New Mexico State Board of Finance for approval.

Resolved in the Board session this 12th day of February, 2019

BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY, NEW MEXICO

Isabella A. Solis, District 4, Vice Chairwoman For / Against

Page 1 of 2
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<th>Name</th>
<th>District</th>
<th>For / Against</th>
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<td>Ramon S. Gonzalez, District 2</td>
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<td>District 5</td>
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ATTEST:

Amanda López Askin, Ph.D.
County Clerk
LEASE CONTRACT BETWEEN DOÑA ANA COUNTY AND JAMES M. SHELTON JR. FOR LEASE OF JETPORT SPACE AT THE DOÑA ANA COUNTY INTERNATIONAL JETPORT AT SANTA TERESA, NEW MEXICO

This Lease, made and entered into by and between the Board of County Commissioners of Doña Ana County, New Mexico, hereinafter referred to as the "Lessor," and James M. Shelton Jr., their heirs or successors, hereinafter called the "Lessee." This Lease supersedes all prior agreements and negotiations between the parties.

WITNESSETH:

WHEREAS, Lessee desires to erect a hangar and support buildings upon a site designated as Lot F-03B-S (Airport Layout Plan) at the Doña Ana International Jetport, (hereinafter called the "Jetport") which is owned by the Lessor, and

WHEREAS, Lessee shall submit to the Lessor those items set forth in the Doña Ana County Code, Chapter 125, Article III paragraph 125-27 B. Development Guidelines as applicable, for Lessor approval, and

WHEREAS, Lessee and the Lessor desire to enter into this Lease relating to the occupying of a facility to be constructed upon the hereinafter described Lot.

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements herein contained and other good and valuable consideration, the mutual sufficiency of which is hereby confessed and acknowledged, the parties agree as follows:

1. LEASED PREMISES: The Lessor leases to Lessee, the area of land referred to herein as Lot F-03B-S, hereinafter referred to as "leased premises," at the Doña Ana County International Jetport, Santa Teresa, New Mexico, which is depicted and described upon Exhibit "A" attached hereto and made a part hereof. The area of land Lot F-03B-S (Airport Layout Plan) to be leased is 01/15/2019 James M. Shelton, Lease F-03B-S
described in Exhibit A attached and contains sixteen thousand six hundred sixty three (16,663) square feet.

2. **PERIOD OF CONTRACT:** The premises is hereby leased for a period of fifteen (15) years commencing from the date of approval by the New Mexico State Board of Finance. The term of the Lease may be extended once for an additional ten (10) year term upon the same terms and conditions at the discretion of the Lessor, provided that:
   (i) Lessee notifies Lessor of its intention to renew one (1) year prior to the end of the term of this Lease;
   (ii) Lessee, in Lessor's reasonable judgment and discretion, has maintained the leased premises in good workable condition consistent with Lessor's standards, resolutions, rules and regulations, the Doña Ana County Code Chapter 125, Minimum Standards for Commercial Aeronautical Activities at Doña Ana County International Jetport, and the Doña Ana County International Jetport Development Guidelines as may be revised during the term of this Lease or any renewal terms;
   (iii) Lessee asserts that it has continuously operated its facility and at the time of renewal notice is not in receivership or bankruptcy;
   (iv) Lessee is not in violation of the Doña Ana County International Jetport Development Guidelines, the Doña Ana County Minimum Standards for Commercial Aeronautical Activities at Doña Ana County International Jetport, or any other Lessor standards, resolutions, rules or regulations then existing or adopted during the term of this Lease or any renewal terms;
   (v) Lessee has not been more than 60 days late in making rent payments more than three times during the term of the lease or any renewal terms;
   (vi) The Lessee is current in payment of land rentals, compensation and other fees and provided; and
   (vii) Lessee is not then in breach of any material term, covenant or condition of this Lease as may be amended or revised, extended or renewed.

3. **RENTAL RATE, OTHER FEES AND PAYMENT**

A. **Base Land Rent and Other Rent:** Lessee shall pay the County rent for the leased premises on an annual basis, as follows:
   (i) Commencing on the first day of this Lease is approved by the New Mexico State Board of Finance, Lessee shall pay the Lessor seventeen cents (17¢) per square foot per year as Base Land Rent based on a current market appraisal and the fact that the hangar will be used only for storage and not operated commercially and no gross receipts generated. In the event that commercial aeronautical activities are initiated, the rental rate stated above shall be reduced by five cents (5¢) per square foot per year during the term of this Lease as Base Land Rent. The Base Land Rent shall be renegotiated at the time of each contract renewal.
   (ii) Commencing one year after the date the Lessee starts to conduct commercial aeronautical activities on, at or from the Doña Ana County International Jetport, the Lessee shall pay to the Lessor, in addition to the base land rent provided for above, two percent (2%) of Lessee's gross receipts (as defined below) received from the commercial aeronautical operations to be calculated in the same manner as Lessee calculates his/her/its New Mexico Gross Receipts Tax with the same exclusions that apply to such tax as set forth in NMSA 7-9-3.5. (3) (as amended from time to time), but without any deduction pursuant to NMSA 7-9-62(b) and (c). Payments, with supporting
gross receipts documents, shall be made to the Dona Ana County Finance Department on the first anniversary date mentioned above and annually on that same date thereafter.

(iii) Provided however, that if commercial aeronautical operations are initiated, the total rent to be paid by Lessee, including Base Land Rent and additional rent calculated pursuant to Section 3A(ii) combined, shall not be less than the Base Land Rent for non-commercial use as set forth in Section 3A(i) and calculated pursuant to Section 3B of the original lease. The amount due therefore shall be the greater of the Base Land Rent calculated as if there were no commercial aeronautical operations on, at, or from Dona Ana County International Jetport as adjusted pursuant to Section 3B of the original lease, or rent calculated pursuant to Sections 3A(i) and (ii) if there are commercial aeronautical operations being conducted on, at, or from the Dona Ana County International Jetport by Lessee.

(iv) In addition to rent set forth in (i) and (ii) above, Lessee shall pay Lessor a fuel flowage fee of six cents (6¢) for each gallon of fuel privately delivered to Lessee at the Jetport. Payment shall be made quarterly on January 1, April 1, July 1, and October 1, of each year during the term of this Lease.

B. Rental Escalation: The negotiated Base Land Rent rate specified in 3.A(i) above, shall be increased annually according to increases in the Consumer Price Index produced by the Bureau of Labor Statistics. On each lease anniversary date, the Lessor shall give written notice to the Lessee of the Base Land Rent to be charged during the ensuing year. The increase shall be based on the All Urban Consumer (CPI-U) for All Items Category, U.S. City Average (or, if said index is no longer published, an appropriate successor index), and shall be for the most recent period available: the percentage increase over the same index for the previous twelve months, but not to exceed 5% of the Base Rent payable for the immediately preceding twelve (12) month period.

C. Additional Sublease Compensation: It is understood and agreed that Lessee, in addition to, or in lieu of its own use of the leased premises, may sublease the leased premises to other persons or entities with prior written approval of the Lessor, which approval will not be unreasonably withheld. With respect thereto, Lessee shall pay, as additional rent, two percent (2%) of the sublessee's rental payment to Lessor.

D. Delinquency: The payments set forth in paragraph A of this paragraph shall be kept current. Interest shall be charged on any payment overdue five (5) to thirty (30) days at the rate of one and one-half percent (1.5%) per month prorated for the number of days late. The rate for payments overdue more than thirty (30) days shall be two percent (2%) per month prorated for the number of days over thirty days. Lessor shall also be entitled to recover all collection costs and expenses including reasonable attorneys' fees, regardless of whether a court action is required to pursue delinquent payments.

E. Gross Receipts:

(i) For purpose of the gross receipts rent provision, "Gross Receipts" is defined as set forth in NMSA 1978 Section 7-9-3.5 (as amended from time to time and includes but is not limited to the following: the total amount of money or the value of other consideration received from selling property in New Mexico, from leasing or licensing property employed in New Mexico, from selling services performed outside New Mexico, the product of which is initially used in New Mexico, or from performing services in New Mexico. In an exchange in which money or other consideration received does not represent the value of the property or services exchanged, "Gross Receipts" means the reasonable value of the property or services exchanged. For purposes of calculating rent due under the gross receipts rent provision, there shall be no deduction from gross receipts pursuant to
Section 7-9-62(b) and (c) as would otherwise be allowed for purposes of calculating gross receipts tax due to the State of New Mexico.

(ii) In an exchange in which the money or other consideration received does not represent the value of the property or service exchanged, "gross receipts" means the reasonable value of the property or service exchanged.

(iii) When the sale of property or service is made under any type of charge, conditional or time-sales contract or the leasing of property is made under a leasing contract, the Lessee may elect to treat all receipts, excluding any type of time-price differential, under such contracts as gross receipts as and when the payments are actually received. If the Lessee transfers his interest in any such contract to a third person, then Lessee shall treat the receipts as gross receipts upon the full sale or leasing contract amount, excluding any type of time-price differential.

(iv) "Gross Receipts", for the purpose of the business of buying, selling or promoting the purchase, sale or leasing, as an agent or broker, on a commission or fee basis, of any property, service, stock, bond or security, includes the total commissions or fees derived from the business.

(v) "Gross Receipts", also includes the amounts paid by members of any cooperative association or similar organization for sales or leases of personal property or performance of services by such organization.

F. Place and Manner of Payments: Lessee shall pay by check made payable to “Doña Ana County”, in legal tender of the United States, and delivered or mailed to:

Finance Department
ATTN: Accounts Receivable
Doña Ana County
845 N. Motel Blvd
Las Cruces, NM 88007

Checks shall be accepted by Lessor subject to collection. Lessee agrees to pay any bank charges for any costs incurred by Lessor on account of returned or dishonored checks. The County shall not accept cash payments.

4. IMPROVEMENTS AND CONSTRUCTION OBLIGATIONS:

A. Required Construction: Lessee shall cause to have erected upon the leased premises those improvements as set forth in the plans and specification as shall be subsequently approved by the Lessor at the sole cost and expense of Lessee.

B. FAA Requirements: Before any construction is initiated, the Lessee will comply with all FAA, Environmental, and U.S. Department of Fish and Wildlife Service requirements.

C. Development Plans: Before any construction is initiated, a pre-construction conference shall be held with the Jetport Manager, County Building Services, County Engineer, County Planning Director, and anyone else designated by the Jetport Manager for the purpose of Lessor review and approval of all plans, specifications and a construction timetable. The Jetport Manager shall determine who and what entities need to be present to comply with this provision. All construction plans, specifications and the timetable shall be reviewed and approved or disapproved by the Jetport Manager, and the Doña Ana County Planning, Building Inspection and Engineering Departments prior to construction.

D. Construction Standards: The improvements to be constructed on the leased premises shall conform to the Development Plan timetable required by the Lessor and shall be
accomplished in a good and workmanlike manner, in accordance with the plans and specifications approved by the Lessor; in accordance with County and State Building Codes; pursuant to a Building Permit to be obtained from the Doña Ana County Building Services according to the customary terms and conditions thereof; in accordance with the terms, conditions and requirements of this Lease; and in a manner consistent with State and Federal requirements and subject to the requirements of the County.

E. Hold Harmless, Indemnify and Defend: Lessee agrees to hold harmless, indemnify, and defend Lessor, its agent or public employees, against liability claims, damages, losses or expenses, including attorney fees, arising out of bodily injury to persons or damage to real property or improvements to real property, caused by or resulting from, in whole or in part, the negligence, act or omission of the Lessee, its agents or any legal entity for whose negligence, acts or omissions any of them may be liable. Incorporated herein, however, are the terms and conditions of Section 56-7-1, NMSA. This Hold Harmless provision is to be read and construed consistent with that statutory section. The Lessee's agreement to hold harmless, indemnify and defend the Lessor shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this contract.

F. Other Construction Contract Requirements: Lessee shall also include in any construction contract, if any is required by subcontractors, such provisions as may be required by Lessor relating to the operations of the Contractor on the Jetport. It is further agreed and understood that all construction contracts and subcontracts for any improvements, replacements, repairs or renewals, constructed hereunder are subject to the standards, resolutions, rules and regulations of County and/or the State of New Mexico, any and all Federal Aviation Administration (FAA) rules and regulations, the Doña Ana County International Jetport Development Guidelines, and the Doña Ana County minimum standards for Commercial Aeronautical Activities at Jetport. Prior to the commencement of any construction, Lessee shall provide Lessor, a copy of all construction subcontracts let in connection with the leased premises.

G. Completion: When the improvements have been completed, Lessee shall deliver to Lessor a certificate of an architect or structural engineer licensed to practice in the State of New Mexico and familiar with the construction of said improvements, certifying that the improvements have been constructed in accordance with the approved plans and specifications and in strict compliance with all Federal, State and County rules, regulations, standards, resolutions, guidelines, laws, ordinances, orders and building codes and certifying that in the engineer's or architect's opinion such improvements have an expected useful life of a duration which is customary for such improvements under similar conditions and circumstances. Lessee shall pay for all reasonable and necessary engineering testing as required by the County Engineer. If required testing indicates that construction is not meeting required specifications or engineering standards, then lessee shall reconstruct such construction. Copies of all testing results shall be provided immediately to the County Engineer.

H. Performance: Lessee shall begin construction no later than one hundred twenty (120) days after execution of this Lease by Lessor and shall complete such construction within 365 days after execution of this Lease by Lessor. Lessee shall conform to the deadlines and the timetable approved by Lessor for building improvements upon the leased premises subject, however, to reasonable delays caused by any act of Lessor or by weather conditions, strikes, lockouts, fire, unusual delays by common carriers, acts of God, or any cause beyond Lessee's control.
I. Ownership and Removal of Improvements: Except as otherwise mutually agreed by the parties, all alterations and improvements made to or placed in the premises by Lessee are and shall remain Lessee's property if such alterations or improvements can be removed without undue damage to the premises and are, in fact, removed by the Lessee prior to the termination of this Agreement or within 60 days after termination. Except as otherwise mutually agreed by the parties, alterations and improvements of a permanent nature which cannot be removed without undue damage to the premises shall become the Lessor's property at the termination of the lease or any extensions thereto.

J. Alteration of Construction Plans: The improvements to be constructed on the leased premises may not be structurally changed or altered by Lessee unless the plans and specifications for the structural change or alteration are first approved in writing by the Lessor which approval will not be unreasonably withheld.

5. INSURANCE:

A. General Conditions

Lessee shall obtain and keep enforce insurance appropriate to the type of operations for which the hangar is used. If, at any time in the future, Lessee or a sub-lessee, engages in Commercial Aeronautical Activity upon or from the leased premises, additional insurance types may be required.

Lessee shall furnish to the Jetport Manager prior to occupancy of the Premises and annually thereafter during the term of this Lease, Certificates of Insurance showing that the insurance requirements of this Lease have been met and that the County is named as an additional insured under the required Commercial General Liability policy (evidence of this should be through an extra signature page with the endorsement).

The County shall have the right from time-to-time to require Lessee to obtain increases in insurance coverage if the County determines that increases are necessary to provide adequate protection to Lessee or the County, but only to the extent that the increased coverage are in amounts that are commonly required by other airports for operations similar to those performed by Lessee.

New Certificates of Insurance shall be submitted to the County whenever changes or revisions occur. Each policy of insurance shall contain the following clause: It is agreed that this policy shall not be cancelled nor the coverage reduced until thirty (30) days after the Jetport Manager has received written notice of the cancellation or reduction.

B. Certificate of Insurance

The certificate of insurance shall reflect that:

1. All required insurance is in effect.
2. The Lessor shall be an additional insured on the Lessee’s airport owners and operator’s liability policy with respect to activities under this Lease.
3. The airport owners and operator’s liability insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.

4. The airport owners and operator’s liability insurance of the Lessee shall be primary insurance and any insurance or self-insurance of the Lessor shall be excess and not contributory insurance.

5. If for any reason, any material change occurs in the coverage during the course of the Lease, such change will not become effective until 30 days after the Lessor has received written notice of such change.

C. Types of Insurance Required

Lessee shall obtain insurance of the types described below from an insurer with an A. M. Bests rating of not less than A-VII:

1. **Airport Owners and Operator Insurance** shall cover liability arising from:
   (a) Products and completed operations, which includes refueling activities
   (b) Premises operations
   (c) Contractual liability
   (d) Unlicensed service vehicles

2. **Automobile Liability Insurance** covering all owned, non-owned, hired and leased service vehicles used at the Jetport, if not covered by the Jetport Owners and Operator’s Insurance.

3. **Property Insurance or Course of Construction Insurance** written on an all risk basis for the full replacement cost, protecting the interests of the Lessee or any sub-lessee and including coverage for debris removal.

4. **Environmental Impairment Liability Insurance** for any fuel storage for private use including coverage for piping or dispensing of fuel.

D. Limits Required

Lessee shall maintain the following insurance limits:

1. **Airport Owners and Operator Insurance** shall be written with limits no less than $2,000,000 each occurrence, a $2,000,000 general aggregate and a $2,000,000 products-completed operations aggregate limit.

2. **Automobile Liability Insurance** with a combined single limit for bodily injury and property damage of not less than $1,000,000 per occurrence.

3. **Property Insurance or Course of Construction Insurance** for the full insurable value or completed value of the Lessee occupied premises and provided on a replacement cost basis.

6. USE RESTRICTIONS:

A. **Permitted Uses:** The leased premises are located within that portion of the Jetport designated and reserved for general aviation. Only uses consistent with that designation and...
reservation and with the Jetport Master Plan and Jetport Layout Plan, and FAA Policy Statement on Non-Aeronautical Use of Airport Hangars, shall be permitted on the leased premises. The leased premises and/or improvements thereon shall be used for an aeronautical purpose, or be available for use for an aeronautical purpose, unless otherwise approved by the FAA office of Airports:

1. Storage of active aircraft.
2. Final assembly of aircraft under construction.
3. Non-commercial construction of amateur-built or kit-built aircraft.
4. Maintenance, repair or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
5. Storage of aircraft handling equipment, e.g., towbars, glider tow equipment, workbenches and tools and materials use in the servicing, maintenance, repair or outfitting of aircraft.

B. Prohibited Uses: All uses, except those uses specifically listed in Paragraph 6.A. above, are prohibited without the written approval of the Jetport Manager. Prior to commencing any Commercial Aeronautical Activity, Lessee shall obtain County approval in accordance with County Codes.

C. No Implied Uses: Lessee shall acquire no right to utilize the leased premises or the improvements thereon other than as specifically allowed under this Lease, as may be amended.

7. MAINTENANCE OBLIGATIONS:

A. Lessee, at its own expense, shall keep the leased premises and improvements, including water, septic tanks, sewer and waste water drain lines, barrier fences, auto/pedestrian access ways, trench drains and utilities, upon and within the leased premises in good repair and maintenance, and in a safe, sanitary, orderly and sightly condition. Such leased premises and improvements shall be at all times maintained in compliance with all Federal, State and County rules, regulations, orders, building codes, ordinances and laws, as may be adopted, amended or modified from time to time. Lessee shall maintain the security of the leased premises and/or improvements.

B. Lessee shall be responsible for removal of all wastes from the leased premises at Lessee's expense. Lessee shall not permit rubbish, debris, waste materials or anything obnoxious or detrimental to safety or health or likely to create objectionable odors, a fire hazard, or conducive to deterioration, to remain on any part of the leased premises and/or improvements or to be disposed of improperly. The Lessee shall not permit any wastes, liquids, or other material to become a part of the effluent to any sewage plant or septic tank system which would cause malfunction of any septic tank, plant equipment or other septic tank system or impede the normal chemical and biological workings of any plant or septic tank process system. Lessee shall also be responsible for control of animals and rodent, insect and bird elimination upon the leased premises.

8. SIGNS: Lessee shall not erect, paint or maintain any sign(s) and/or advertising display(s) whatsoever, upon the leased premises without first securing the written consent of the Jetport Manager. Signs must be in compliance with the Lessor's sign ordinance.

9. TAXES, LICENSES AND LIENS:

A. Lessee covenants and agrees to promptly pay when due all valid taxes, special assessments, excises, license fees and permit fees of whatever nature applicable to its operation or levied or assessed against leased premises including personal property taxes on improvements to the
leased premises and any and all utility and/or infrastructure improvement assessments applicable either to the leased premises or a pro rata share (based on Lessee's percentage share of the total rentable land within the Jetport) of such Jetport assessments. Such improvements must benefit all tenants at the Jetport and must be approved by the County, after notice to Lessee and other tenants, pursuant to applicable rules, regulations and statutes. Lessee further covenants and agrees to take out and keep current all licenses (County, State and Federal) required for the conduct of its business at and upon the Jetport, and further agrees not to permit any of said taxes, excises or license fees to become delinquent.

B. **Liens:** Lessee also covenants and agrees not to permit any mechanic's or materialman's lien(s) or other lien(s) to be foreclosed upon the leased premises and/or Lessee's improvements thereon, and/or any part of the Jetport thereof, by reason of any work or labor performed, or materials furnished by any mechanic, materialman or the like, if there is any authority allowed by state law to foreclose such liens against Lessor property including, but not limited to, the leased premises and/or the Jetport. Lessee further covenants and agrees to pay promptly when due, all bills, debts, and obligations incurred by it in connection with its operations on the leased premises, and not to permit the same to become delinquent and to protect the Lessor from, and to suffer no lien, mortgage, judgment or execution to be filed against the leased premises and/or Lessee's improvements thereon and/or any part of the Jetport thereof, if there is any authority allowed by state law to file such against Lessor property including, but not limited to, the leased premises and/or the Jetport. The Lessor does not grant consent for and/or does not waive sovereign immunity from any and all such lien(s), mortgage(s), judgment(s), foreclosure(s), suit(s), and/or execution(s) against the Lessor and/or Lessor property, including but not limited to, the leased premises and/or the Jetport.

10. **INDEPENDENT CONTRACTOR:** Nothing in this Lease Contract is intended, or should be construed in any way, to create or establish a partnership relationship between the parties or to establish Lessee as an agent, representative or employee of the County for any purpose or any manner whatsoever. Lessee and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County. The Lessee, its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of the County and shall not bind the County in any respect.

11. **SOVEREIGN IMMUNITY:** By entering into this Lease Contract, the County and its "public employees" as defined in the New Mexico Tort Claims Act, supra, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, supra.

12. **PUBLIC EMPLOYEES:** As used in this Lease, "public employees" as defined in the New Mexico Tort Claims Act, means any officer(s), employee(s), servant(s) of the Lessor, including elected or appointed officials, law enforcement officers and persons acting on behalf or in service of the Lessor in any official capacity, whether with or without compensation and also including the appointed officials of the Doña Ana County International Jetport Advisory Board or County Commission but the term does not include an independent contractor(s).
13. PERSONAL LIABILITY: No elected or appointed official, employee, servant, agent or law enforcement officer of the County shall be held personally liable under this Lease or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or Governmental duty and responsibility.

14. THIRD PARTY BENEFICIARY: It is agreed between the parties executing this Contract that it is not intended by any of the provisions of the Contract to create on behalf of the public or any member thereof the status of third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, personal injury, property damage or any other claim or cause of action whatsoever.

15. INCONVENIENCE DURING CONSTRUCTION AND RELOCATION:
   A. Jetport Expansion and Construction: Lessee recognizes that from time to time during the term of this Lease it will be necessary for the Lessor to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that the Jetport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation. Such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or temporarily interrupt Lessee in its operation at the Jetport. The Lessor reserves the right to further develop or improve the Jetport as it sees fit, and without unreasonable interference or hindrance from Lessee.
   B. Relocation: If the physical development of the Jetport requires the relocation, removal or alteration of Lessee's facilities, the Lessor agrees to provide on a timely basis a comparable location without any unreasonable interruption to the Lessee's activities. The Lessor agrees to timely relocate all facilities, improvements and buildings from within the leased premises to the comparable premises at no cost to the Lessee. If such relocation of facilities is impractical, Lessor shall construct comparable facilities on such new location. In the alternative, Lessor shall have the option to terminate the lease if the cost to construct comparable facilities is deemed excessive by the Lessor. Lessee agrees that Lessor shall not be liable for claims or damages by reason of such inconvenience or interruption.

16. PROHIBITION AGAINST LEASEHOLD PLEDGE AND ASSIGNMENT:
   A. General Assignments Prohibited: Lessee shall not assign nor delegate Lessee rights and obligations, any interest in this contract, or transfer any interest or assign any claims for money due or to become due under this lease without the written consent of the Lessor.
   B. Mortgages and Construction Financing: Unless the Lessor previously consents in writing, which consent will not be unreasonably withheld or delayed, Lessee shall not pledge, mortgage, alienate, hypothecate, or otherwise encumber the Lease or any interest therein or grant or give any other security interest in the leased premises, voluntarily or by operation of law, except if the Lessor agrees to the construction of improvements on the leasehold by Lessee, the Lessor, upon request by the Lessee, shall permit Lessee to encumber the leasehold interest granted by the Lease for the purpose of financing such improvements, in a manner acceptable to the Lessor, but only on the leased premises on which said improvements are to be constructed; in which case, the Lessor agrees that this Lease shall be subordinate to the construction and permanent financing of such improvements. Provided, however, that in the event of a foreclosure of any mortgage or other security document granted by Lessee concerning all or any part of the leased premises created by this
Lease, the foreclosing party following such foreclosure shall have no greater rights with respect to the leased premises than are granted to Lessee under this Lease and all other operations, if any, conducted by the secured foreclosing party shall be consistent with the terms, conditions, covenants and agreements of this Lease. Any mortgage or security document given by Lessee shall provide that all notices of default required to be given to Lessee by the holder hereof shall also be given to the Lessor. Should Lessor later agree to amend this Lease to permit an assignment of this Lease, as a condition to the Lessor's consent to the Lessee to assign this Lease, Lessor shall have the right to increase the Base Land Rents, compensation and other fees.

17. SUBLEASES: If Lessee desires to sublease any portion of its hangar space to another entity, Lessee shall:
   A. Obtain written approval, which approval shall not be unreasonably withheld by Lessor, from the Lessor for the intended sublease activity and the form of the sublease agreement shall also be approved by the Lessor prior to the execution of such sublease.
   B. Insure that Subleases contain all the terms and conditions of this Lease as a minimum, but shall prohibit further subleases. Subleases shall be subordinate to and subject to this Lease.
   C. Not be relieved of and from its duties, liabilities and obligations under this Lease for the entire premises including the sublease part.

18. CANCELLATION AND TERMINATION: The Lessor may cancel and terminate this Lease, and may repossess the leased premises, with or without process of law and without liability for including, but not limited to, any of the following circumstances:
   A. In the event any installment of land rental, compensation, fees and/or other payment provided for herein is in arrears and remains unpaid for a period of thirty (30) days after the same is due, upon giving ten (10) days written notice to Lessee at the address of lessee provided below, of its intention to so terminate, at the end of which time all the rights of Lessee hereunder shall terminate unless such payment, which shall have been stated in such notice, shall have been paid within such ten (10) days; provided, however, Lessee will be allowed only two (2) such notices within any twenty-four (24) month period to cure within the time specified in this paragraph. The third such notice in any twenty-four (24) month period shall be final and shall cancel and terminate all of the rights hereunder of Lessee without any right on the part of Lessee to cure such default after receiving such notice.
   B. In the event of any other default of Lessee as to the term(s), condition(s), agreement(s) and/or covenant(s) of this Lease, upon giving thirty (30) days written notice to Lessee to cure the default or suffer termination, at the end of which time all rights of Lessee hereunder shall be terminated unless the default specified in such notice shall have been cured within said thirty (30) days, or unless Lessee shall take diligent steps, as determined by the Lessor, to cure such default during said period.
   C. In the event Lessee shall engage in any activity or practice which hinders or interferes with the proper use and operation of the Jetport, then the Lessor may order Lessee to forthwith cease and desist from such activity or practice and should Lessee fail or refuse to comply with any such order, the Lessor may, at its option, cancel and terminate this Lease.
   D. Upon occurrence of any of the following events, Lessor may terminate the Lease by giving thirty (30) days written notice to Lessee of its intention to terminate the Contract.
19. OBLIGATIONS AND RIGHTS FOLLOWING CANCELLATION AND TERMINATION OR EXPIRATION:

A. Except as otherwise provided herein, in the event of cancellation and/or termination of this Lease by the Lessor, other than for the normal or usual expiration of the term or any renewal, or any other termination, the Lessor shall have no further obligations hereunder. Lessee shall remain liable to Lessor for all damages, rentals, compensation and other fees accrued to the date of termination and for all damages, rentals, compensation and other fees accrued during any period of holding over if the lease is terminated for any of the above reasons by Lessor.

B. Continuing Hold Harmless and Indemnity Obligations: Any and all of the Lessee's agreements to hold harmless, indemnify and defend to the Lessor and/or its "public employees" as defined in the New Mexico Tort Claims Act, shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other termination of this Lease for any reason and shall survive the cancellation, expiration of the term or any renewal or any other termination of this Lease.

C. Right to Premises: Upon the expiration of the term or any renewal, cancellation or any other termination of this Lease, the Lessee's rights to the leased premises, facilities, other rights, licensed services and privileges granted in this Lease shall immediately cease.

20. RIGHTS AND REMEDIES CUMULATIVE: Lessor shall have all rights and remedies specified herein, as well as any and all rights and remedies available to Lessor either under the common law or the laws of the State of New Mexico. The rights and remedies of the Lessor under
this Lease are cumulative and are not intended to be, and shall not be, exclusive of one another. The 
Lessor shall have all rights and remedies provided herein (including the right to exercise any landlord's 
or similar lien upon property of Lessee located on or used in connection with the leased premises), 
and all such rights and remedies may be exercised by the Lessor. Neither the delay nor the omission 
to exercise any right or power nor the exercise of any right or power accruing to the Lessor shall 
impair any such right or power, or shall be construed to be a waiver thereof, or relieve the Lessee of 
any of its responsibilities or obligations under this Lease or from any liability resulting therefrom, or in 
any way amend, modify, alter, limit or otherwise affect the rights of the parties hereunder.

21. SURRENDER OF LEASED PREMISES AND HOLDING OVER:
   A. On expiration of the term or any renewal hereof, cancellation of this Lease as herein 
      provided or on any other termination, the Lessee shall immediately peacefully surrender and vacate 
      the leased premises. Subject to Paragraph 4.1, supra, Lessee shall remove all alterations and 
      improvements and restore the leased premises to its original condition, minus usual and customary 
      wear and tear, as the same appeared at the commencement of the Lease.
   B. Notwithstanding the foregoing, the Lessor reserves the option to purchase any or all of 
      such alterations and improvements, but not including alterations and improvements that may not be 
      removed without material damage to the leased premises, for a sum equal to the fair market value of 
      such improvements as determined by a qualified real estate appraiser jointly appointed by the Lessor 
      and the Lessee. Should the Lessor and the Lessee be unable to agree on the selection of an appraiser, 
      the Lessor's appraiser and the Lessee's appraiser will appoint a third party to determine the fair market 
      value of the improvements. Any leasehold improvements that may not be removed without material 
      damage to the leased premises shall not be removed by the Lessee at any time, but shall become the 
      property of the Lessor upon the expiration of the term or any renewal, cancellation or any other 
      termination.
   C. Lessor shall have the right on such expiration of the term or any renewal, cancellation 
      or any other termination to enter upon and take possession of said leased premises, with or without 
      process of law, without liability for including, but not limited to, trespass.
   D. Lessor may permit, in writing prior to the expiration of the terms of the lease, Lessee 
      to hold over the use of or continue to occupy said lease premises after the expiration of the term or 
      any renewal for an agreed period not to exceed six (6) months. Should Lessee continue to occupy 
      said lease premises after the expiration of the term or any renewal, of this Lease, such holding over 
      shall be deemed merely a tenancy upon the same conditions as provided in this Lease but at a rental 
      rate, compensation and other fees as determined by the Lessor. This provision is intended to limit any 
      possible period of hold over to six (6) months and is not intended as an additional six-month term on 
      the Lease or to otherwise modify either party's right under a tenancy, including the Lessor's right to 
      fully terminate the Lease and Lessee's right of possession upon thirty (30) days written notice from 
      Lessor to Lessee during any hold over period.
   E. If Lessee fails to remove the leasehold improvements within sixty (60) days following 
      the date of expiration of the term or any renewal, cancellation or any other termination, then title to 
      the leasehold improvements shall vest in the Lessor.
   F. No holding over by Lessee after expiration of the term or any renewal, cancellation or 
      any other termination of this Lease, whether with or without the consent of the Lessor, shall operate 
      to extend or renew this Lease.

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G. Should the contract be terminated for cause or breach of the terms of the contract the Lessee forfeits the right to remove improvements and the improvements immediately become the property of the Lessor. Any expenses accrued by the Lessor in executing this provision or litigation expenses or similar fees shall be paid by the Lessee.

22. WAIVER: Any waiver by the County of any breach of any covenant, term, condition or agreement in this Contract to be kept and performed by Lessee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent County from declaring a default for any succeeding breach either of the same covenant, term, condition or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

23. LITIGATION EXPENSES: In any action brought by either party for the interpretation of this Lease or the enforcement of the obligation(s), duty(ies) and/or liability(ies) of the Lessee, Lessor, if it is a prevailing party, shall be entitled to recover reasonable fees of attorney(s), court costs and other litigation expenses.

24. NOTICES: All notices and/or correspondence between the parties to this Contract shall be hand delivered or sent by certified mail with return receipt requested jointly to:

<table>
<thead>
<tr>
<th>Doña Ana County Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doña Ana County Jetport Manager</td>
</tr>
<tr>
<td>845 N Motel Blvd.</td>
</tr>
<tr>
<td>Las Cruces, NM 88007</td>
</tr>
<tr>
<td>Attn: (Lessee)</td>
</tr>
</tbody>
</table>

The effective date of service of any such notice shall be the date such notice is hand delivered or mailed to Lessee or the Lessor. Either party may designate in writing from time to time subsequent or supplementary persons or addresses in connection with said notices. If Lessee changes address, Lessee shall give written notice to Lessor within thirty (30) days thereof.

25. JETPORT RULES AND REGULATIONS: In addition to all other provisions of this Lease, Lessee shall comply with the Doña Ana County Code, Chapter 125 Jetport, if Lessee or any sub-lessee shall be engaged in any Commercial Aeronautical Activities on the leasehold, the County Code, and any rules, regulations, standards, advisory circulars and/or resolutions as may be adopted or issued by the County, State of New Mexico and/or the Federal Aviation Administration, and all amendments thereto which from time to time may be adopted hereafter. Such Minimum Standards, Development Guidelines, rules, regulations, standards, advisory circulars and resolutions are incorporated by reference as if they were fully set forth in this Lease. Failure to fully comply with such Minimum Standards, Development Guidelines, rules, regulations, standards, advisory circulars and resolutions shall constitute a material breach of this Lease and serve as adequate grounds for termination.

26. LESSEE'S RECORDS:
A. If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall keep and maintain at the Jetport, or at such other place as may be approved in writing by the Lessor, true and accurate books and records of its operations under the terms of this Lease, in a form satisfactory to the Lessor. Such books and records as well as certified financial statements, reports of any external audits prepared for Lessee and its income tax return shall be made available to the County Jetport Manager, other County staff designated by the Jetport Manager, representatives or contractors of the State Auditor, at the Jetport, for inspection and copying at any time without advance notice to Lessee during normal business hours during the term of this Lease and for two years thereafter.

B. If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall, annually, during the term hereof, and any renewal term, submit to the Jetport Manager a statement, prepared in accordance with a system of accounting satisfactory to the Lessor showing the gross receipts of the Lessee and sub-lessee (s), if any, on in and from the leased premises at the Jetport, for the preceding twelve (12) months, which statement shall be subscribed and sworn to as correct by Lessee or one of its officers. Such statement shall show such reasonable detail and breakdowns as may be required by the Lessor.

C. If Lessee or any sub-lessee engages in any commercial operations on the premises, Lessee shall provide a monthly audit report to the Lessor for all fuel purchases and deliveries made by and/or to the Lessee for sale or use at the Jetport.

27. FEDERAL MANDATED LEASE PROVISIONS:
A. In addition to the leased premises specifically designated for its exclusive use, this Lease grants Lessee the non-exclusive right to use the airfield and associated operational areas in common with others so authorized in accordance with the aviation and air navigation rules and regulations promulgated by the laws of the United States of America and the State of New Mexico, and all pertinent Codes, directives, ordinances, rules and regulations of Doña Ana County.

B. If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall accommodate and serve the public on fair and reasonable terms without unjust discrimination on the basis of race, color, religion, sex, age, or national origin.

C. If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall accommodate and serve, on a fair and equal basis, all users thereof and it shall charge fair and reasonable prices to all users for each unit of service; provided, that Lessee may be allowed to make reasonable discounts, rebates or other similar type of price reductions to volume purchasers.

D. (1) If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall not discriminate in any manner against any employee or applicant for employment because of political or religious affiliation, sex, race, creed, color, or national origin; and further, Lessee shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. Lessee understands and acknowledges that the Lessor has given to the United States of America, acting by and through the Federal Aviation Administration, certain assurances and respect to non-discrimination which have been required by Title VI of the Civil Rights Act of 1964, and by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation, as a condition precedent to the Government making grants in aid to the Lessor, for certain Jetport programs and
activities. Lessor is required under said regulations to include in every agreement or concession pursuant to which any person or persons other than the Lessor operates or has the right to operate any facility on the Jetport providing services to the public, the following covenant, to which Lessee agrees:

"Lessee, in its operation at and use of the Doña Ana County International Jetport, covenants that it will not on the grounds of sex, race, color, or national origin: discriminate or permit discrimination against any person or group of persons in any manner prohibited by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21. In the event of such discrimination, Lessee agrees that Lessor has the right to take such action against Lessee as the Government may direct to enforce this covenant."

(2) The Lessee does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(3) The Lessee does hereby covenant and agree that: (a) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (b) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (c) the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

E. It is clearly understood by the Lessee that no rights or privileges have been granted which would operate to prevent any person, firm or corporation operating aircraft on the Jetport from performing any services on its own aircraft with its own regular employees or hired contractors (including, but not limited to, maintenance and repair) that it may choose to perform, provided, however, that such services shall be subject to the rules and regulations established by the Lessor and shall be consistent with the terms of any lease or sublease of hangar space.

F. (1) Lessor reserves the right (but shall not be obligated to the Lessee) to maintain and keep in repair the landing area of the Jetport and all publicly-owned facilities of the Jetport together with the right to direct and control all activities of the Lessee in this regard. If the County fails to maintain and keep in repair the landing area and/or the publicly-owned facilities of the Jetport and diminishes lessee's use, rights and/or operations on the leased premises, Lessee shall have the right to terminate the Lease upon reasonable notice to the Lessor.

(2) Lessor reserves the right (but shall not be obligated to the Lessee) to establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Jetport as may be necessary for the safe and efficient operation of the Jetport and/or to prohibit or limit any given type, kind, or class of aeronautical use of the Jetport if such action is necessary for the safe operation of the Jetport or necessary to service the civil aviation needs of the public.
G. The Lessor reserves the right to take any action it considers appropriate to protect the aerial approaches of the Jetport against obstruction, together with the right to prevent the Lessee from erecting or permitting to be erected, any building or other structure on the Jetport which, in the opinion of the Lessor, would limit the usefulness of the Jetport or constitute a hazard to aircraft.

H. (1) This Lease shall be subordinate to and subject to the provisions of any agreement between the Lessor and the United States, relative to the operation or maintenance of the Jetport. This subordination includes, but is not limited to, the right of the Lessor, during time of war or national emergency, to lease the landing area, or any part thereof, to the United States for military or naval use, and if any such lease is made, the provisions of any contracts or leases with Lessee shall be suspended. This Lease shall also be subordinate to and subject to the provisions of any agreement between the Lessor and the State of New Mexico relative to the operation or maintenance of the Jetport.

(2) This Lease shall also be subordinate to and subject to the covenants and conditions of the Patent No. 30-82-0048 from the United State of America to the Lessor for the land for the Jetport. If the United States exercises its right of entry and possession of title under Patent No. 30-82-0048 or if the property under Patent No. 30-82-0048 automatically reverts to the United States, then this Lease shall terminate immediately.

I. For any commercial operations conducted on the premises, the Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Sub-part E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Sub-part E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

28. LESSEE'S COMMERCIAL AERONAUTICAL OPERATIONS:

A. Lessee shall maintain at its own expense all necessary permits and license required in the conduct of its business, if any, at Jetport.

B. Lessee shall at all times retain qualified and competent personnel to conduct its authorized activities and said personnel shall be authorized to represent and act for Lessee.

C. Lessee, its officers, employees, agents and servants shall observe and obey all laws, ordinances, rules and regulations of the United States of America, the State of New Mexico, the Doña Ana County Board of County Commissioners which may be applicable to its operations at the Jetport, and shall make no unlawful or offensive use of the leased premises.

D. Lessee shall bear all costs of its operation at the Jetport and/or of its use and occupancy of the leased premises and improvements and shall pay, in addition to the concession fees and payments herein, all other costs connected with the operation of said business and/or with the use and occupancy of the leased premises and improvements, including, but not limited to, insurance and taxes.

E. If a Commercial Aeronautical Activity is conducted on the premises, Lessee shall provide the Jetport Manager with a schedule of the hours of operation that Lessee will be open to the public and the names and telephone numbers of Lessee’s officials who shall be available at all hours of Lessee’s operations at the Jetport to perform required management functions.
F. Lessee shall conform to all applicable safety, health, and sanitary codes and agrees to cooperate with the Lessor in its fire prevention efforts.

G. The Lessor or the Jetport Manager may enter upon the leased premises and/or improvements to the lessee at any reasonable time, with reasonable notice, and for any purpose necessary, incidental to or connected with the performance of the Lessee's obligations under this Lease or in the exercise of their function as County and/or Manager.

29. **PERFORMANCE SURETY:** If any commercial use of the premises is instituted, Lessee shall furnish a payment guarantee in the form of a performance Bond, Cashier's Check, Certified Check, Money Order, or an irrevocable Letter of Credit from a bank in an amount equal to its anticipated obligations under this Lease for a six-month period as security for the full and faithful performance and observance by Lessee of the terms, covenants, agreements and conditions of this Lease. Such security shall be provided to the Jetport Manager within thirty (30) days of the effective date of this Lease.

30. **EASEMENTS:**
   A. The Lessor may at any time locate, in whole or in part, any easement(s) for taxiway, auto/pedestrian access way, waste water drain-line, utility and/or barrier fence on the leased premises; provided however, that such location does not diminish or permanently interrupt such rights and/or operations of the Lessee nor increase the costs to be incurred by Lessee. In the Event the Lessee's operation is so affected by such action, Lessee shall have the right to terminate the lease upon reasonable notice to Lessor. During alteration work, Lessor may suspend work on such easements and restore the leased premises to a condition similar to the condition which existed prior to alterations by the Lessor. After completion of alterations, Lessor agrees to restore the leased premises to a condition substantially similar to the condition which existed prior to any alterations thereto by the Lessor. Lessee agrees to take no action that will interfere with the designated purpose of the easement.
   
   B. Lessor possesses a perpetual easement and right-of-way for the construction, maintenance, removal and replacement of taxiway, auto/pedestrian access way, waste water drain-lines, utility lines, manholes, barrier fence, and related facilities of such size and capacity as is necessary or required for the development of the Jetport, through, over, across and under the utility easement, waste water drain-line easement, and/or barrier fence easement.
   
   C. Except as specified above, Lessee shall have full and complete use of the surface of the leased premises encumbered by easements.
   
   D. The Lessor may at any time and from time to time relocate, in whole or in part, any easements provided that such relocation does not diminish or permanently interrupt the rights and/or operations of the Lessee nor increase the costs to be incurred by Lessee. In the Event the Lessee's operation is so affected by such action, Lessee shall have the right to terminate the Lease upon reasonable notice to Lessor. The Lessor may temporarily interrupt such rights and/or operations with respect to such easement(s) during the period of relocation of easement, and the Lessor agrees to restore the leased premises to a condition substantially similar to the condition which existed prior to any alterations thereto by the Lessor.

31. **EMINENT DOMAIN:**

01/15/2019 James M. Shelton, Lease F-03B-S
A. In the event that all or substantially all of the leased premises or any material portion of the Jetport premises or facilities outside the leased premises which Lessee is entitled to use pursuant to this Lease shall be appropriated or taken under the power of eminent domain, or by purchase in lieu thereof, at any time during the lease term so as to substantially interfere with Lessee's operations as determined by Lessee in its sole discretion, this Lease may be terminated by Lessee as of the date that title to the property taken vests in such condemning authority. In the event of a condemnation of all or a portion of the leased premises, Lessee shall be entitled to the monetary award attributable to the condemnation or purchase of the Lease.

B. In all instances of an appropriation or taking of a portion of the leased premises under the power of eminent domain, or purchase in lieu thereof, when Lessee elects not to terminate this Lease and Agreement, Lessee shall restore as promptly as practicable and to the extent permitted by application of the proceeds paid by the condemning authority pursuant to any exercise of such power of eminent domain the remaining portion of the leased premises to a condition which will permit Lessee to substantially carry on its operations. Any condemnation proceeds not required for the purposes of restoration shall belong to Lessee. In the event Lessee elects not to terminate this Lease, effective as of the date of such taking, the total square footage of the leased premises shall be reduced by the amount taken by eminent domain.

32. FUEL IN HANGARS PROHIBITED: Lessee, its officers, servants, representatives, employees, agents, sub-lessee, contractors, subcontractors, invitees, customers, patrons, successors, assigns, and/or suppliers, as well as all other persons doing business with Lessee, shall not fuel aircraft in any hangar.

33. FUEL STORAGE: If Lessee stores, sells or supplies fuel, Lessee shall install above ground storage tanks in accordance with all Federal, State and County laws, rules, regulations, ordinances and building codes regulating such fuel storage. Such tanks shall be constructed in a specified fuel farm area designated in the FAA approved Jetport Layout Plan.

34. CHARGES: Nothing in this Lease shall be deemed to relieve the Lessee and/or any and all of its officers, employees, representatives, agents, servants, invitees, patrons, customers, contractors, sublessee, subcontractors, successors, assigns and/or suppliers, as well as all other persons doing business with the Lessee, from any and all Jetport use or activity charges as are or may be levied generally by the Lessor directly upon the operation of aircraft.

35. UTILITIES:

A. Lessee shall obtain and install underground at its own expense any necessary electrical, gas, water, sewer and septic tank, and any other utility service, subject to the Development Guidelines, rules and regulations, and/or building codes of the State of New Mexico and the Lessor. Lessee shall pay the expense of connecting to existing utility lines and maintaining all utility facilities within the leased premises, and pay all charges for consuming such services. In the event it shall become necessary to make utility changes upon the leased premises or within any improvement covered by this Lease, or any wiring or similar installations, the Lessee will promptly make such changes and installations at its expense as directed and required by the utility company, County or the New Mexico Construction Industries Division.
B. Hold Harmless, Indemnify and defend: Lessee agrees to hold harmless, indemnify, and defend Lessor, its agent or public employees, from any and all costs, expenses and/or charges for utility services furnished to the Lessee, necessary or required in the operation and maintenance of the leased premises, caused by or resulting from the sole or concurrent negligence of the Lessee, its agent or Lessee’s employees or any independent contractor who is directly responsible to the Lessee or from any accident which occurs in operations carried on at the direction or under the supervision of the Lessee or representative of the Lessee. This provision shall not affect the validity of any insurance contract or any benefit conferred by the Workmen’s Compensation Act. The Lessee's agreement to hold harmless, indemnify and defend the Lessor shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this contract.

36. RESERVATION OF RIGHT:

A. After the Lessor fulfills its assurances to the United States and the State of New Mexico under the respective grant agreements or if the Lessor is released from such assurances, the Lessor reserves the right to terminate all aviation activities at the Jetport and to close the Jetport because of insufficient funds, operation of law and/or any other reason whatsoever. The Lessor's right to do such shall be final. If such right is exercised by the Lessor, then this Lease shall terminate immediately. The Lessor's decision as to whether or not sufficient funds are available shall be accepted by Lessee and shall be final.

B. The assurances of the Lessor to the United States and the State of New Mexico under the respective grant agreements are not obligations of the Lessor to Lessee and shall not be construed as such.

37. GOVERNING LAW: This Lease Contract shall be construed in agreement with the Laws of the State of New Mexico. The Lessee shall also comply with all applicable Federal and local laws, ordinances, and the rules and regulations of the County.

38. PARAGRAPH HEADINGS: Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

39. REPRESENTATION AND WARRANTIES: Lessee has inspected the leased premises and is aware of the condition of the leased premises and improvements thereon, if any, and no representations as to leased premises or its conditions have been made to Lessee by Lessor except for those contained herein, if any. Lessee assumes all the risks incident to the use of the leased premises. Lessee accepts the leased premises in its present condition. Lessor and its "public employees" as defined in the new Mexico Tort Claims Act, shall not be liable to and shall be held harmless by the Lessee for any and all death(s), injury(ies) to person(s), damage(s) to property(ies) and/or damage(s) and/or liability(ies) of any other nature whatsoever resulting from hidden, latent or other dangerous condition(s) on the leased premises and/or the Jetport, for which sovereign immunity has been waived or alleged to be waived under state law and/or for which an action(s) is allowable or alleged to be allowable under federal law.
40. MERGER OF PRIOR AGREEMENTS: This Lease Contract incorporates all the conditions, agreements and understandings of the parties concerning the subject matter of this Agreement. All such conditions, understandings and agreements have been merged into this written Contract. No prior condition, agreement or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Contract.

41. AMENDMENTS: This contract shall not be altered, changed or amended except by written instrument signed by both parties and where required approved by the New Mexico State Board of Finance.

42. SEVERABILITY: If any clause or provision of the Lease Contract is held to be illegal, invalid or unenforceable, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either party can no longer reasonably perform pursuant to the remaining Contract terms, or if the purpose of the Contract can no longer be carried out by either party, the Contract is voidable and no damages shall accrue to either party.

43. PROCUREMENT CODE: Both parties are bound by the terms of the Procurement Code, Sections 13-1-25 through 13-1-199, NMSA 1978 as amended. The Procurement Code imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

44. SUFFICIENT APPROPRIATIONS: The terms of this Contract are contingent upon sufficient appropriations and authorization being made therefor by the governing board of the Lessor for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement will terminate immediately upon written notice being given to the Lessee. The decision of the Lessor as to whether sufficient appropriations are available shall be accepted by the Lessee and shall be final.

45. CONFLICT OF INTEREST: The Lessee warrants that he presently has no interest, and shall not, during the term of this Contract, acquire any interest which has the potential to conflict with performance under this contract. In the event such a conflict arises, the County shall be notified and appropriate corrective action taken. The Lessee's failure to inform the County of such conflict constitutes default and shall be grounds for immediate termination of contract by the County.

46. ASSIGNMENT OF CONTRACT: Lessee shall not assign nor delegate any interest in this contract or transfer any interest or assign any claims for money due or to become due under this contract, except as may be otherwise provided for herein, without the written consent of the County.

47. BINDING EFFECT OF AGREEMENT: Lessor and Lessee agree that the terms of this Agreement and any extension or renewal thereof shall extend to and be binding upon their heirs, executors, personal representatives, administrator, assigns, successors, and transferees of Lessee, and the death of James M. Shelton Jr. shall not terminate the lease.
48. **DUPLICATE ORIGINALS:** This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

49. **APPROVAL OF CONTRACT/EFFECTIVE DATE:** This Lease is contingent upon approval by the New Mexico State Board of Finance and shall become effective upon the date of such approval.

Lessee:

James M. Shelton Jr.

Dona Ana County, New Mexico

By: ________________

Fernando R. Macias, County Manager

(______), Lessee

**ACKNOWLEDGEMENTS**

**STATE OF TEXAS**

**COUNTY OF EL PASO**

The foregoing instrument was acknowledged before me this 21 day of January 2019, by James M. Shelton Jr.

Notary Public in and for The State of Texas

01/15/2019 James M. Shelton, Lease F-03B-S
STATE OF NEW MEXICO  §
COUNTY OF DONA ANA  §

The foregoing instrument was acknowledged before me this _______ day of _________
2019, by Fernando R. Macias, Dona Ana County Manager, acting in his capacity as Doña Ana
County Manager for and on behalf of Dona Ana County.

________________________________
Notary Public in and for
The State of New Mexico

Approved on ___________________________, 2019
by New Mexico Department of Finance & Administration
State Board of Finance

By: _________________________________

(Print or Type Name)

(Title)
PLAT OF SURVEY
OF
DOÑA ANA COUNTY AIRPORT AT SANTA TERESA
LEASE PARCELS F -3 AND LOTS F 3A THRU F -3F

SEVEN TRACTS OF LAND LOCATED IN THE N.W. 1/4 OF SECTION 13
T.28S. R.2E, N.M.P.M, DONA ANA COUNTY, STATE OF NEW MEXICO
BEING PART OF TRACT F -3 OF THE SANTA TERESA AIRPORT
PLANNED DEVELOPMENT - PHASE 1 AREA

DONA ANA COUNTY ENGINEERING DEPARTMENT
PROJECT NAME
LOTS F -3 AND F 3A THRU F -3F
1/34/03
Lease Parcel F-3B South, Dona Ana County Airport at Santa Teresa

A tract of land situate west of Santa Teresa, Dona Ana County, New Mexico, within the northwest ¼ of Section 13, Township 28 South, Range 2 East, N.M.P.M. of the U.S.G.L.O. Surveys, being further described as Lease Parcel F-3C South, of Phase 1 of the planned development of Tract F-3 at the Dona Ana County Airport at Santa Teresa, and being more particularly described as follows, to wit:

BEGINNING at a nail with tag marked NMPLS 13473 found for the southeast corner of Lot F-03C-S; WHENCE a brass cap found for the W1/4 of Section 13, T.28S., R.2E., bears the following two courses and distances:

S.22°00'00"W., 166.33 feet to an iron rod found, marked LS 9244;
THENCE S.57°36'41"W., 918.71 feet;

THENCE, N.68°00'00"W., 100.00 feet to an iron rod found, marked NMPLS 13473, for the southeast corner of this tract;

THENCE from the point of beginning, N.68°00'00"W., 100.00 feet (no marker found), for the southwest corner of this tract;

THENCE N.22°00'00"E., 166.33 feet to an iron rod found, marked NMPLS 13473, for the northwest corner of this tract;

THENCE S.68°00'00"E., 100.00 feet to a nail with tag marked NMPLS 13473, found for the northeast corner of this tract;

THENCE S.22°00'00"W., 166.33 feet to the point of beginning, containing 0.382 acres of land, more or less. Subject to easements and reservations of record.

Legal description Lot F-03B-S
RESOLUTION AUTHORIZING THE HEALTH AND HUMAN SERVICES DEPARTMENT TO SUBMIT AN APPLICATION TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENTS DIVISION FOR THE LOCAL DWI PROGRAM

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

The Board of County Commissioners is asked to approve a resolution authorizing the Health and Human Services Department to submit an application to the New Mexico Department of Finance and Administration, Local Government Division for the DWI distribution and grant funds that support the Local DWI Program. We are also requesting delegation of signature authority to the County Manager for related agreement and application documents.

The HHS Department is applying for $1,094,907 in distribution funds, which are generated from the gross receipt tax on alcohol sales. (Amount is based on the NM State Tax and Revenue Department formula). These funds support compliance monitoring/tracking; prevention; alternative sentencing; treatment, domestic abuse; law enforcement; and coordination/planning and evaluation services as mandated by state legislation. The HHS Department is also applying for an additional $200,000 in grant funds to support the treatment and compliance monitoring/tracking components. Total application request is $1,294,907.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED
1) Executive Summary; 2) Resolution; 3) Application Cover Sheet; 4) Statement of Assurances; 5) DFA-LDWI MOU and 6) Department of Health Assurances and Cooperative Agreement

SUMMARY OF FINANCIAL IMPACT
Application is for $1,094,907 in DWI Distribution Funds and $200,000 in Grant Funds.

ADMINISTRATIVE REVIEW AND APPROVAL

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

Meeting Date – February 12, 2019

Agenda Item Title – Approve a resolution authorizing the Health and Human Services Department to submit an application to the Department of Finance and Administration, Local Governments Division for the Local DWI Program.

Overview
The Board is asked to approve a resolution authorizing the Health and Human Services Department to submit an application for distribution and grant funds from the State of New Mexico Department of Finance Administration Local Government Division (DFA) in the amount of $1,294,907 to support the Local Driving While Intoxicated Program. The purpose of the program is to prevent or reduce the incidence of DWI and prevent or reduce the incidence of domestic abuse related to DWI.

These funds will continue to expand the LDWI program through evidence-based education programs at local schools, compliance monitoring for DWI clients, and provide treatment services for substance and domestic violence abuse. Funds will be allocated for the following components: 1) Compliance Monitoring to ensure DWI clients complete sanctions issued by the courts; 2) Coordination, Planning, and Evaluation to ensure quarterly reporting is completed, contracts are executed, contract deliverables being met, and facilitate meetings with stakeholders; 3) Domestic Violence to ensure clients may receive domestic violence treatment services; 4) Prevention to learn and educate the harmful effects of alcohol on individuals and on the community; and 5) Treatment: Outpatient/Jail based to ensure clients may receive substance abuse treatment services.

The goal of the LDWI program is to prevent or reduce the incidence of DWI and domestic abuse related to DWI. This is done by creating an environment that helps individuals change their behaviors to prevent or reduce the incidence of DWI related offenses. Environments include but are not limited to DWI clients attending monthly meetings with compliance staff, prevention staff engaging students at local schools, and coordinating staff ensuring proper treatments services are readily available for DWI clients as well as safe ride services for the constituents of Doña Ana County.
A RESOLUTION
AUTHORIZING THE COUNTY TO SUBMIT AN APPLICATION TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION TO PARTICIPATE IN THE LOCAL DWI GRANT AND DISTRIBUTION PROGRAM AND DELEGATING AUTHORITY.

WHEREAS, the Legislature enacted Section 11-6A-1 through 11-6A-6 NMSA 1978 as amended to address the serious problems of Driving While Intoxicated (DWI) in the State; and

WHEREAS, a program is established to make grant and distribution funding available to counties and municipalities for new, innovative or model programs, services or activities to prevent or reduce the incidence of domestic abuse related to DWI, DWI, alcoholism and alcohol abuse; and

WHEREAS, the county DWI planning council and other governmental entities approval must be received in order to apply for grant and distribution funding; and

WHEREAS, the County along with participating agencies is making application to the Department of Finance and Administration, Local Government Division for program funding.

NOW THEREFORE, BE IT RESOLVED by the governing body of Doña Ana County that the County Chairperson on behalf of the County and all participating entities is authorized to submit an application for $1,294,907.00 in grant and distribution funding under the regulations established by the Local Government Division.

APPROVED AND ADOPTED by the governing body at its meeting of February 12, 2019.

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

<table>
<thead>
<tr>
<th>Name</th>
<th>District</th>
<th>For/Against</th>
</tr>
</thead>
<tbody>
<tr>
<td>Isabella Solis</td>
<td>District 4, Vice Chairwoman</td>
<td>For/Against</td>
</tr>
<tr>
<td>Lynn J Ellins</td>
<td>District 1</td>
<td>For/Against</td>
</tr>
<tr>
<td>Ramon S. Gonzalez</td>
<td>District 2</td>
<td>For/Against</td>
</tr>
<tr>
<td>Shannon Reynolds</td>
<td>District 3</td>
<td>For/Against</td>
</tr>
<tr>
<td>, District 5</td>
<td></td>
<td>For/Against</td>
</tr>
</tbody>
</table>

Attest:

Amanda López Askin, Ph.D.
County Clerk
## Distribution and Grant Funding Application Cover Sheet
### Local DWI Grant Program
### Local Government Division - DFA

**County/Municipality:** Doña Ana  
**Application Date:** 1-Mar-19

**Program Contact Person:**  
**Name:** Chelo Guerrero  
**Address:** 845 N Motel Blvd  
**City, Zip:** Las Cruces, 88007  
**Telephone:** 575-525-5862  
**E-Mail:** consueloa@donaanacounty.org

**Fiscal Agent as listed on current W-9:**  
**Contact Person:** Asma Dawood  
**Mailing Address:** 845 N Motel Blvd  
**City, Zip:** Las Cruces, 88007  
**Telephone:** 575-525-5974  
**E-Mail:** asmad@donaanacounty.org

### Indicate amounts budgeted for each program area.

<table>
<thead>
<tr>
<th>Program Area</th>
<th>Distribution</th>
<th>Grant</th>
<th>Component Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prevention</td>
<td>409,615.64</td>
<td>15,000.00</td>
<td>424,615.64</td>
</tr>
<tr>
<td>Enforcement</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Screening</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Domestic Abuse</td>
<td>20,000.00</td>
<td>-</td>
<td>20,000.00</td>
</tr>
<tr>
<td>Treatment</td>
<td>28,779.45</td>
<td>135,000.00</td>
<td>163,779.45</td>
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<td>Compl. Mtr./track</td>
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<td>40,493.39</td>
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<tr>
<td>Alt. Sentencing</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,094,907.00</strong></td>
<td><strong>200,000.00</strong></td>
<td><strong>1,294,907.00</strong></td>
</tr>
</tbody>
</table>

### Certification:

The attached resolution adopted by the governing body of _Doña Ana County_ on _February 12, 2019_ authorizes the applicant to file this application for assistance from the State of New Mexico. To the best of my knowledge, the information presented in this application is true and correct.

---

**Printed Name/Title**  
**Signature of County Manager/Mayor**

---

Revised: January 2019
STATEMENT OF ASSURANCES
Local DWI Grant and Distribution Program
Fiscal Year 2020: July 1, 2019 – June 30, 2020

The applicant hereby assures and certifies compliance with the following statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the New Mexico Local DWI Grant and Distribution Program:

1. Compliance with the provisions of the New Mexico Local DWI Grant Program Act, Sections 11-6A-1 through 11-6A-6 NMSA 1978 as amended, the NMAC Title 2, Chapter 110 Part 4 Regulations, and the approved LDWI Guidelines.

2. The applicant has the responsibility and legal authority to receive and expend funds as described in the grant and distribution project description, as well as to finance the grantee share (minimum 10%) of costs of the project, including all project overruns.

3. Compliance with the State Procurement Code, Sections 13-1-21 through 13-1-199, NMSA 1978 as amended, with the exception of Home Ruled Governments. All project-related services, activities or programs done through a service provider must be implemented through a professional services contract. Any project-related contract, subcontract, or agreement and related amendments, providing services to the grant or distribution program, must be submitted for administrative review by the Local Government Division prior to execution.

4. Adherence to all financial, accounting, and reporting requirements of the Department of Finance and Administration. Distribution programs will include the Exhibit F, the Local DWI Distribution Fund Financial Status Report. Grant programs will include the Local DWI Program Request for Payment/Financial Status Report, Exhibit D. The said reports shall include a narrative of successes and challenges, a detailed budget breakdown of expenditures to date, a summary of any fees collected and/or expended, the Screening and Tracking Report, the Managerial Data Set, Planning Council meeting agendas and minutes, and such other information following the objectives of the county's evaluation as may be of assistance to the Division in its evaluation.

5. Compliance with the requirement to not budget, nor expend, any of the grant amount awarded or the amount distributed for **indirect administrative costs** incurred during the grant or distribution fiscal period. Requests for payment or financial status reports shall document all direct program administrative expenditures and in-kind/match administrative expenditures.

6. Compliance with the requirement to not budget, nor expend, greater than **ten percent** of the grant amount awarded or the amount distributed for **capital purchases** incurred during the grant or distribution fiscal period. Requests for payment or financial status reports shall
specify all capital purchases. The ten percent cap for capital purchases does not exist with detoxification funding grants.

7. Compliance with all required reports, including but not limited to: the first quarter narrative and fiscal reports due on the last working day of October; the second quarter narrative and fiscal reports due on the last working day of January; and the third quarter narrative and fiscal reports due on the last working day of April; the fourth and the final quarter Grant Fiscal report due by the 10th of July and the fourth and final narrative and distribution fiscal reports for the fiscal year due the last working day of July. Annual protocols for the screening, treatment, and compliance monitoring components are due the last working day of July for the current fiscal year. The annual reports which include program evaluation are due the last working day of July for the prior fiscal year.

8. Compliance with the current Local DWI Grant Program Screening Guidelines. To avoid any conflict of interest, or appearance of conflict of interest, screeners should not be affiliated with any contracted treatment agency. Clients will be given options (a list of available providers) for alcohol related treatment and will not be mandated to a particular treatment agency.

9. If applicable to the applicant, compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Department of Health and Human Services regulation entitled “Standards for Privacy of Individually Identifiable Health Information”, 45 CFR Parts 160 and 164, applicable to entities covered by HIPAA; (the HIPAA Regulations).

10. Any distribution program under run amount for the fiscal year must be returned to the Local DWI Grant Fund by September 30 of the following fiscal year. Failure to remit an under run to the Local DWI Grant Fund will cause suspension of grant reimbursements and/or future distributions until the remittance is made.

11. Grant program under runs revert to the Local DWI Grant Fund.

12. Compliance with all applicable conditions and requirements prescribed by the Division in relation to receipt/accountability of state General Funds.

13. The grant applicant will follow the scope of work for the grant program, as negotiated with the Local Government Division, and in accordance with the local planning council’s approved plan. The applicant will submit any proposed modifications/amendments to the scope of work to the Division for its approval, prior to execution.

14. The distribution program applicant will follow the local planning council’s application as approved by DWI Grant Council in the application review process. The applicant will submit any proposed modifications/amendments to this proposal to the Division for its written approval, prior to execution of changes to programs.
15. Compliance with conflict of interest prohibitions whereby no member, officer, or employee of the grant or the distribution program, or its designee or agents, no voting member of the local planning council or of the governing body of the locality in which the program is situated, and no other public official of such locality who exercises any functions or responsibilities with respect to the program during his/her tenure (or for one year thereafter) shall have any interest, direct or indirect, in any contract or subcontract for work to be performed in the program. The grant and/or the distribution program shall incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of these stated provisions.

16. Compliance with the maintenance of records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the grant or distribution agreement period, the purpose of undertaking for which such funds were used and the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe. Such records shall be preserved for a period stated in the Local DWI Grant Fund Agreement following completion of all the conditions of the grant agreement and the distribution program administrative guidelines.

17. The applicant will provide access to authorized State officials and representatives of all books, accounts, records, reports, files, and other papers, things, or property pertaining to the project in order to make audits, examinations, excerpts and transcripts.

18. The applicant will provide DFA's auditor and evaluator timely access to all program records and information. Additionally, the applicant will assure that records of subcontractors working for the applicant are retained and made available to DFA's auditor and evaluator.

Fernando R. Macias
County Commission Chairperson (or Designee) (Please Print)

________________________  _______________________
Signature                                      Date

3
revised 11-18
MEMORANDUM OF UNDERSTANDING

The Doña Ana County/Municipality DWI Program (hereinafter referred to as the "Program") and the New Mexico Department of Finance and Administration/Local Government Division/Driving While Intoxicated Program (hereinafter referred to as "Division") hereby exchange the following assurances and enter into the following Memorandum of Understanding (MOU):

The Division assures:

1. That Division is in full compliance with the provisions concerning security for records and research activities in accordance with Federal Confidentiality regulations, 42 CFR Part 2.16 and 2.52.

2. That client identifying information will not be re-disclosed except back to the Program from which the information was obtained, or according to the terms of this MOU.

3. That in receiving, storing, processing, or otherwise dealing with any information from the Program about the clients in the Program, the Division acknowledges it is bound by the provisions of the Federal confidentiality regulations, 42 CFR Part 2.

4. That the Division shall undertake to resist any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the Federal confidentiality regulations, 42 CFR Part 2.

5. That the Division is not a "covered entity" as defined by the Department of Health and Human Services Regulations entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA); (the HIPAA Regulations).

6. That the Division shall never possess treatment or maintain any "individually identifiable health information" or transmit "protected health information" as defined by the HIPAA Regulations and in the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

The Program agrees to:

1. Upon request, provide the Division or other parties authorized with client records for those clients provided services through the Local Government Division DWI Grant Program, for the purpose of conducting outcome
monitoring research activities, and evaluation of LDWI Program interventions.

2. If applicable, comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and the Department of Health and Human Services Regulation entitled “Standards for Privacy of Individually Identifiable Health Information”, 45 CFR Parts 160 and 164, applicable to entities covered by HIPAA; (the HIPAA Regulations).

3. Report or transmit data to the Division that deletes and contains no "individually identifiable health information" or "protected health information" as defined by the HIPAA Regulations and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

Fernando R. Macias
County Commission (or Designee)
(Please Print)

__________________________________________
Signature

__________________________________________
Date

Executed this _____ day of ______________________ 20_____.

__________________________________________
, Director
Local Government Division
The Doña Ana County/Municipality DWI Program referred to as the "Program" and the New Mexico Department of Health (DOH), Epidemiology and Response Division (ERD) hereby receives the following assurances and enters into the following cooperative agreement, to carry out the requirements of the evaluation MOU between DOH and the Department of Finance and Administration:

The DOH:

1. Acknowledges that it is in full compliance with the provisions concerning research activities in accordance with Federal confidentiality regulations, 42 CFR 2.16 and 2.52, including:
   a. That a research protocol is maintained in accordance with the security requirements of 42 CFR 2.16; and
   b. That client identifying information will not be re-disclosed except back to the Program from which the information was obtained; and no individual client will be identified in any report resulting from any epidemiologic research; and

2. Acknowledges that in receiving, storing, processing, or otherwise dealing with any information from the Program about the clients in the Program, the ERD is fully bound by the provisions of the Federal confidentiality regulations, 42 CFR Part 2; and

3. Resists any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the Federal confidentiality regulations, 42 CFR Part 2.

The Program:

1. Agrees to allow the ERD access to client records from the web based client screening and tracking system for those clients provided services through the Local Government Division DWI Grant Program, for the purpose of conducting outcome monitoring research activities.

This agreement will become effective on July 1, 2019.
This agreement will expire on June 30, 2020.
Michael Landen, MD, MPH,
State Epidemiologist and
Director Epidemiology and Response Division
New Mexico Department of Health
Harold Runnels Building
1190 St. Francis Drive
Santa Fe, NM 87502
TITLES OF AGENDA ITEM TO BE CONSIDERED

GRANT AWARD FROM THE NEW MEXICO PUBLIC REGULATION COMMISSION TO THE CHAMBERINO FIRE STATION 16 FOR FY19, APPROVE RELATED BUDGET REVISION AND RESOLUTION

SUMMARY OF ITEM TO BE CONSIDERED

INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Chamberino Fire Station 16 requests the acceptance of the grant award from the New Mexico Public Regulation Committee for general firefighting equipment, personal protective equipment, and self-contained breathing apparatus. The amount of the grant is $99,000. Chamberino Fire will meet the 10% matching funds and cover any additional costs. If there are remaining funds, the funds shall be returned to the grant fund. Approval is being requested for the Budget Revision and Budget Resolution to be included in the Chamberino Fire budget for FY2018-2019. Additionally, we are requesting authorization for the County Manager to have signature authority for all related documents, contracts, change orders, and amendments.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

• Executive Summary
• Grant Agreement
• Budget Revision/Budget Resolution

SUMMARY OF FINANCIAL IMPACT

Grant revenue and expenditures will increase by $99,000.00. Dona Ana County’s required match of $9,900.00 (10%) will be covered by the currently approved Chamberino Fire Station 16 budget.

ADMINISTRATIVE REVIEW AND APPROVAL

Signature: 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 for

ACCEPT GRANT AWARD FROM THE NEW MEXICO PUBLIC REGULATION COMMISSION TO THE CHAMBERINO FIRE STATION 16 FOR FY19, APPROVE RELATED BUDGET REVISION AND RESOLUTION, AND DELEGATE SIGNATURE AUTHORITY TO COUNTY MANAGER ON ALL RELATED DOCUMENTS

Doña Ana County Fire and Emergency Services, is requesting the Board to accept a State Fire Grant in the amount of $99,000.00. Chamberino Fire Station 16 submitted for, and was awarded a $99,000.00 State Fire Grant. The grant was submitted in order to assist with general firefighting equipment, personal protective equipment and self-contained breathing apparatus. The specifications will be submitted to the State Fire Marshal's Office for approval. Chamberino Fire will meet the 10% match.
**DOÑA ANA COUNTY**

**BUDGET REVISIONS**

(STD 1001 - Updated 06/18/18)

Meeting Date: February 12, 2019

FUND/ORGANIZATION: New Mexico Public Regulation Commission Grant

(SPELL OUT NAMES)

1. Item \(\Box\) was n\(\Box\) included in the department's original budget request.

2. Type of Revenue/Expenditure:
   - \(\Box\) R - Recurring items which will occur more than once
   - \(\Box\) OT - Non-recurring for one-time items that are unlikely to occur again

3. Type of Adjustment:
   - \(\Box\) A.) Inter-departmental transfer (between funds or different departments)
   - \(\Box\) B.) Supplemental appropriation (new funds requested from new revenue sources)
   - \(\Box\) C.) Use of Cash Reserves (fund request from reserves)
   - \(\Box\) D.) Intra-departmental transfer (within department budget)

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

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<thead>
<tr>
<th>ACCOUNT NUMBER/NAME</th>
<th>AVAILABLE BUDGET BALANCE</th>
<th>INCREASE OR &lt;DECREASE&gt;</th>
<th>REVISED AVAILABLE BALANCE</th>
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<tbody>
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<td>25510-20213-73294-200 Tactical Bunker Gear</td>
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<td><strong>TOTAL EXPENDITURES</strong></td>
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<td><strong>TOTAL - EXPENDITURES</strong></td>
<td></td>
<td>($99,000.00)</td>
<td>($99,000.00)</td>
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<tr>
<td><strong>TOTAL - REVENUE (PLUS)</strong></td>
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<td>$99,000.00</td>
<td>$99,000.00</td>
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<tr>
<td><strong>GRAND TOTALS (NET EFFECT)</strong></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

5. Reasons For the Budget Adjustment Requests:
   Chamberino Fire Station 16 has been awarded a grant for general fire equipment, personal protective equipment, and SCBA's

6. Approval Requested By: [Signature]
   Date: 1/16/19

7. Approved By Budget Office: [Signature]
   Date: 1/25/19

8. Approved By Finance Director: [Signature]
   Date: 1/25/19

9. Approved By County Manager: 
   (Resolution Number) Date: ____________________
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 2018–2019; 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 2018–2019.

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 and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

Resolved in the Board session this 12th day of February, 2019.

BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY, NEW MEXICO

<table>
<thead>
<tr>
<th>Name</th>
<th>For/Against</th>
</tr>
</thead>
<tbody>
<tr>
<td>Isabella A. Solis, District 4, Vice Chairwoman</td>
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<tr>
<td>Lynn J. Ellins, District 1</td>
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<td>Shannon Reynolds, District 3</td>
<td>For/Against</td>
</tr>
<tr>
<td></td>
<td>For/Against</td>
</tr>
</tbody>
</table>

ATTEST:

_________________________________________
Amanda López Askin, Ph.D.
County Clerk
December 5, 2018

Kellen Tarkington Fire Chief
Chamberino #16 Fire Department
Nicholas Hempel
Dona Ana County Fire Marshal
845 N Motel Blvd.
Las Cruces, NM 88007

Ref: FY 19 New Mexico Fire Protection Grant Council Award Notice

Dear Fire Chief and Dona Ana County Fire Marshal,

Congratulations! Your grant application on behalf of the Chamberino #16 Fire Department for General Fire Fighting Equipment; PPE: Rescue; SCBA; award item(s) has been reviewed and an award has been granted.

Over 150 grant applications were submitted and over $23 million in needs were considered. The Chamberino #16 Fire Department has met the minimum requirements and is clearly addressing a critical need affecting the ISO fire protection classification. The specifications for the equipment needs identified in the 2019 Grant application must be submitted to this office for approval by close of business January 15, 2019 and prior to encumbering any funds. The equipment purchased with this grant shall meet the requirements of the latest Editions of NFPA.

A voucher or ACH deposit, in the amount of $99,000.00, for the purchase of the approved project request, will be sent to your local governing body Treasurer, after approval by this office of the submitted project specifications, on or near January 22, 2019.

The deadline to encumber the money by contract with the vendor is May 15, 2019. If the bid amount exceeds the awarded amount plus the required matching amount, the additional cost shall be the responsibility of the local government. If the specified equipment may be purchased for less than the grant amount plus the matching amount, the remaining money shall be returned to the grant fund.

All equipment purchased with grant funds must be inspected by this office upon receipt and the attached Project Close-Out Checklist completed and submitted immediately thereafter.

Failure to meet deadlines will result in the loss of funds. If you need additional time to complete your project, your request for an extension must be made in writing, explaining the need for additional time. Grant recipients also need the Council’s written permission, to make changes to their projects. Project modifications must be requested in writing, and the modification shall not significantly alter the original purpose of the approved application. Extension and modification requests are reviewed on a case-by-case basis and are not automatically granted.

If further information is required, please contact John Kondratick, Deputy Fire Marshal; Fire Service Support Bureau at (505) 476-0165 or (505) 470-1044.

Sincerely,

Don Shainin
State Fire Marshal

Norma Jean Valdez
Grant Council Chair

xc: Chief
Board of County Commissioners
Upon completion of the funded project, this checklist must be submitted to the State Fire Marshal’s Office, Fire Services Support Bureau.

DEPARTMENT NAME: Chamberino #16
COUNTY: Dona Ana

FUNDED PROJECT: General Fire Fighting Equipment; PPE; Rescue; SCBA

AMOUNT AWARDED: $99,000.00

### PROJECT CHECKLIST

<table>
<thead>
<tr>
<th>Benchmark</th>
<th>Deadline</th>
<th>Date</th>
<th>Name of SFMO Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project specifications submitted to State Fire Marshal’s Office for Review/Approval</td>
<td>January 15, 2019</td>
<td>Submittal Date</td>
<td>Submitted to:</td>
</tr>
<tr>
<td>Approval from SFMO to proceed with project specifications</td>
<td>February 15, 2019</td>
<td>Approval Date</td>
<td>Approved by:</td>
</tr>
<tr>
<td>Funds Encumbered by Procurement Code</td>
<td>May 15, 2019</td>
<td>Encumbrance Date</td>
<td>Encumbrance Method Contract/Purchase Order #</td>
</tr>
<tr>
<td>Project Completed</td>
<td></td>
<td>Goods/Services Received Date</td>
<td></td>
</tr>
<tr>
<td>SFMO Inspection</td>
<td></td>
<td>Requested Date</td>
<td>Requested of whom:</td>
</tr>
<tr>
<td>SFMO Inspection Completed</td>
<td></td>
<td>Inspection Date</td>
<td>By Whom:</td>
</tr>
<tr>
<td>SFMO Check of NFIRS Compliance</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please complete the FY 19 Closeout Checklist

**Part 2**

EXCESS/SURPLUS

PROJECT BUDGET TO ACTUALS SUMMARY Spreadsheet
TITLE OF AGENDA ITEM TO BE CONSIDERED
GRANT AWARD FROM THE NEW MEXICO PUBLIC REGULATION COMMISSION FOR NEW MEXICO STATE UNIVERSITY FIRE (NMSU), DISTRICT 3 FOR FY19 AND APPROVE RELATED BUDGET REVISION AND RESOLUTION.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED
NMSU Fire requests the acceptance of the grant award from the New Mexico Public Regulation Committee for apparatus, communications, and training. The amount of the grant is $91,093.50. NMSU Fire will meet the 10% matching funds and cover any additional costs. If there are remaining funds, the funds shall be returned to the grant fund. Approval is being requested for the Budget Revision and Budget Resolution to be included in the NMSU Fire budget for FY2018-2019. Additionally, we are requesting authorization for the County Manager to have signature authority for all related documents, contracts, change orders, and amendments.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED
• Executive Summary
• Grant Agreement
• Budget Revision/Budget Resolution

SUMMARY OF FINANCIAL IMPACT
Grant revenue and expenditures will increase by $91,093.50. Dona Ana County’s required match of $9,109.35 (10%) will be covered by the currently approved NMSU Fire budget.

ADMINISTRATIVE REVIEW AND APPROVAL

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
ACCEPT GRANT AWARD FROM THE NEW MEXICO PUBLIC REGULATION COMMISSION FOR NEW MEXICO STATE UNIVERSITY FIRE (NMSU), DISTRICT 3 FOR FY19 AND APPROVE RELATED BUDGET REVISION AND RESOLUTION, AND DELEGATE SIGNATURE AUTHORITY TO COUNTY MANAGER ON ALL RELATED DOCUMENTS

Doña Ana County Fire and Emergency Services, is requesting the Board to accept a State Fire Grant in the amount of $91,093.50. NMSU Fire submitted for, and was awarded a $91,093.50 State Fire Grant. The grant was submitted in order to assist with the purchase of apparatus, communication equipment, and training. The specifications will be submitted to the State Fire Marshal's Office for approval. NMSU Fire will meet the 10% match.
1.) Item was included in the department's original budget request.

2.) Type of Revenue/Expenditure:
   - □ R - Recurring items which will occur more than once
   - ✔ OT - Non-recurring for one-time items that are unlikely to occur again

3.) Type of Adjustment:
   - □ A.) Inter-departmental transfer (between funds or different departments)
   - ✔ B.) Supplemental appropriation (new funds requested from new revenue sources)
   - □ C.) Use of Cash Reserves (fund request from reserves)
   - □ D.) Intra-departmental transfer (within department budget)

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

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<tr>
<th>ACCOUNT NUMBER/NAME</th>
<th>AVAILABLE BUDGET BALANCE</th>
<th>INCREASE OR &lt;DECREASE&gt;</th>
<th>REVISED AVAILABLE BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>25595-20229-53176-200</td>
<td>$0.00</td>
<td>$91,093.50</td>
<td>$91,093.50</td>
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<tr>
<td>Total - Revenues</td>
<td>$0.00</td>
<td>$91,093.50</td>
<td>$91,093.50</td>
</tr>
<tr>
<td>TOTAL - REVENUES</td>
<td>$0.00</td>
<td>$91,093.50</td>
<td>$91,093.50</td>
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<tr>
<td>25595-20229-74146-900</td>
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<tr>
<td>Capital Outlay Equipment</td>
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<td>Capital Outlay Vehicles</td>
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<td>$36,720.00</td>
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<tr>
<td>Equipment Under 5000</td>
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<td></td>
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</tr>
<tr>
<td>TOTAL EXPENDITURES</td>
<td>$0.00</td>
<td>($91,093.50)</td>
<td>($91,093.50)</td>
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<tr>
<td>TOTAL - EXPENDITURES</td>
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<td>($91,093.50)</td>
<td>($91,093.50)</td>
</tr>
<tr>
<td>TOTAL - REVENUE (PLUS)</td>
<td>$0.00</td>
<td>$91,093.50</td>
<td>$91,093.50</td>
</tr>
<tr>
<td>GRAND TOTALS (NET EFFECT) -</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

5.) Reasons For the Budget Adjustment Requests:
   NMSU Fire Station 3 has been awarded a grant for apparatus, communications, and training

6.) Approval Requested By: (Department Head Signature Required)  
   Date: 1/24/19

7.) Approved By Budget Office:  
   Date: 1/25/19

8.) Approved By Finance Director:  
   Date: 1/25/19

9.) Approved By County Manager:  
   (Resolution Number)
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 2018–2019; 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 2018–2019.

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 and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

Resolved in the Board session this 12th day of February, 2019.

BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY, NEW MEXICO

<table>
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<tr>
<th>Name</th>
<th>District</th>
<th>For/Against</th>
</tr>
</thead>
<tbody>
<tr>
<td>Isabella A. Solis, District 4</td>
<td>Vice Chairwoman</td>
<td>For/Against</td>
</tr>
<tr>
<td>Lynn J. Ellins, District 1</td>
<td></td>
<td>For/Against</td>
</tr>
<tr>
<td>Ramon S. Gonzalez, District 2</td>
<td></td>
<td>For/Against</td>
</tr>
<tr>
<td>Shannon Reynolds, District 3</td>
<td></td>
<td>For/Against</td>
</tr>
<tr>
<td></td>
<td>District 5</td>
<td>For/Against</td>
</tr>
</tbody>
</table>

ATTEST:

Amanda López Askin, Ph.D.
County Clerk
December 5, 2018

Johnny Carrillo Fire Chief
Dona Ana District #3 NMSU Fire Department
Nicolas Hempel
Dona Ana County Fire Marshal
845 N Motel Blvd.
Las Cruces, NM 88007

Ref: FY 19 New Mexico Fire Protection Grant Council Award Notice

Dear Fire Chief and Dona Ana County Fire Marshal,

Congratulations! Your grant application on behalf of the Dona Ana District #3 NMSU Fire Department for Apparatus; Communication; Training: award item(s) has been reviewed and an award has been granted.

Over 150 grant applications were submitted and over $23 million in needs were considered. The Dona Ana District #3 NMSU Fire Department has met the minimum requirements and is clearly addressing a critical need affecting the ISO fire protection classification. The specifications for the equipment needs identified in the 2019 Grant application must be submitted to this office for approval by close of business January 15, 2019 and prior to encumbering any funds. The equipment purchased with this grant shall meet the requirements of the latest Editions of NFPA.

A voucher or ACH deposit, in the amount of $91,093.50, for the purchase of the approved project request, will be sent to your local governing body Treasurer, after approval by this office of the submitted project specifications, on or near January 22, 2019. The deadline to encumber the money by contract with the vendor is May 15, 2019. If the bid amount exceeds the awarded amount plus the required matching amount, the additional cost shall be the responsibility of the local government. If the specified equipment may be purchased for less than the grant amount plus the matching amount, the remaining money shall be returned to the grant fund.

All equipment purchased with grant funds must be inspected by this office upon receipt and the attached Project Close-Out Checklist completed and submitted immediately thereafter.

Failure to meet deadlines will result in the loss of funds. If you need additional time to complete your project, your request for an extension must be made in writing, explaining the need for additional time. Grant recipients also need the Council’s written permission, to make changes to their projects. Project modifications must be requested in writing, and the modification shall not significantly alter the original purpose of the approved application. Extension and modification requests are reviewed on a case-by-case basis and are not automatically granted.

If further information is required, please contact John Kondratick, Deputy Fire Marshal; Fire Service Support Bureau at (505) 476-0165 or (505) 470-1044.

Sincerely,

Don Shainin
State Fire Marshal

Norma Jean Valdez
Grant Council Chair

xc: Chief
Board of County Commissioners
Upon completion of the funded project, this checklist must be submitted to the State Fire Marshal’s Office, Fire Services Support Bureau.

DEPARTMENT NAME: Dona Ana District #3 NMSU  COUNTY: Dona Ana

FUNDED PROJECT: Apparatus; Communication; Training

AMOUNT AWARDED: $91,093.50

### PROJECT CHECKLIST

<table>
<thead>
<tr>
<th>Benchmark</th>
<th>Deadline</th>
<th>Date</th>
<th>Name of SFMO Representative</th>
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<td>Project specifications submitted to State Fire Marshal’s Office for Review/Approval</td>
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<td>Approved by:</td>
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<td>May 15, 2019</td>
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Please complete the FY 19 Closeout Checklist

Part 2

EXCESS/SURPLUS

PROJECT BUDGET TO ACTUALS SUMMARY Spreadsheet
GRANT AWARD FROM THE NEW MEXICO PUBLIC REGULATION COMMISSION TO DOÑA ANA FIRE, STATION 1, FOR FY19 AND APPROVE RELATED BUDGET REVISION

Doña Ana Fire, Station 1, requests the acceptance of the grant award from the New Mexico Public Regulation Committee for communications, general fire equipment, and personal protective equipment. The amount of the grant is $89,909.10. Doña Ana Fire will meet the 10% matching funds and cover any additional costs. If there are remaining funds, the funds shall be returned to the grant fund. Approval is being requested for the Budget Revision and Budget Resolution to be included in the Doña Ana Fire budget for FY2018-2019. Additionally, we are requesting authorization for the County Manager to have signature authority for all related documents, contracts, change orders, and amendments.

SUMMARY OF FINANCIAL IMPACT
Grant revenue and expenditures will increase by $89,909.10. Doña Ana County’s required match of $8,990.91 (10%) will be covered by the currently approved Doña Ana Fire budget.
Executive Summary for

ACCEPT GRANT AWARD FROM THE NEW MEXICO PUBLIC REGULATION COMMISSION TO DOÑA ANA FIRE, STATION 1, FOR FY19 AND APPROVE RELATED BUDGET REVISION AND RESOLUTION, AND DELEGATE SIGNATURE AUTHORITY TO COUNTY MANAGER ON ALL RELATED DOCUMENTS

Doña Ana County Fire and Emergency Services, is requesting the Board to accept a State Fire Grant in the amount of $89,909.10 for Doña Ana Fire, Station 1. Doña Ana Fire submitted for, and was awarded a $89,909.10 State Fire Grant. The grant was submitted in order to assist with the purchase of communication equipment, general fire equipment, and personal protective equipment. The specifications will be submitted to the State Fire Marshal's Office for approval. Doña Ana Fire will meet the 10% match.
**DOÑA ANA COUNTY**  
**BUDGET REVISIONS**  
(STD 1001 - Updated 06/18/18)

**Meeting Date:** February 12, 2019  
**FUND/ORGANIZATION:** Dona Ana Fire District/Dona Ana Fire NMPRC  
(SPELL OUT NAMES)

1.) Item was included in the department's original budget request.

2.) **Type of Revenue/Expenditure:**
   - □ R - Recurring items which will occur more than once
   - □ OT - Non-recurring for one-time items that are unlikely to occur again

3.) **Type of Adjustment:**
   - □ A.) Inter-departmental transfer (between funds or different departments)
   - □ B.) Supplemental appropriation (new funds requested from new revenue sources)
   - □ C.) Use of Cash Reserves (fund request from reserves)
   - □ D.) Intra-departmental transfer (within department budget)

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

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<th>REVISED AVAILABLE BALANCE</th>
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<tr>
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<td>$0.00</td>
<td>$89,909.10</td>
<td>$89,909.10</td>
</tr>
<tr>
<td>Total - Revenues</td>
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<td>$89,909.10</td>
<td>$89,909.10</td>
</tr>
<tr>
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<td>$10,672.10</td>
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<tr>
<td>25520-20231-72449-200 Fire Equipment Under 5000</td>
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<td>$33,982.00</td>
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<td>$45,255.00</td>
</tr>
<tr>
<td>Total - Expenditures</td>
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<td>($89,909.10)</td>
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<tr>
<td>Total - Revenue (PLUS)</td>
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<td>Grand Totals (NET EFFECT)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

5.) **Reasons For the Budget Adjustment Requests:**  
Dona Ana Fire Station 1 has been awarded a grant for communication equipment, general fire equipment, and personal protective equipment.

6.) **Approval Requested By:**  
(Department Head Signature Required)  
**Date:** 1/24/19

7.) **Approved By Budget Office:**  
**Date:** 1/25/19

8.) **Approved By Finance Director:**  
**Date:** 1/25/19

9.) **Approved By County Manager:**  
(Resolution Number)  
**Date:**
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 2018-2019; 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 2018–2019.

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 and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

Resolved in the Board session this 12th day of February, 2019.

BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY, NEW MEXICO

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<td>For/Against</td>
</tr>
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<td></td>
<td>District 5</td>
<td>For/Against</td>
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</table>

ATTEST:

Amanda López Askin, Ph.D.
County Clerk
December 5, 2018

Christopher Paz Fire Chief  
**Dona Ana District #1 Fire Department**  
Nicolas Hempel  
**Dona Ana County Fire Marshal**  
845 N Motel Blvd.  
Las Cruces, NM 88007

Ref: FY 19 New Mexico Fire Protection Grant Council Award Notice

Dear Fire Chief and Dona Ana County Fire Marshal,

Congratulations! Your grant application on behalf of the **Dona Ana District #1 Fire Department** for **Communication: General Fire Fighting Equipment; PPE; award item(s)** has been reviewed and an award has been granted.

Over 150 grant applications were submitted and over $23 million in needs were considered. The **Dona Ana District #1 Fire Department** has met the minimum requirements and is clearly addressing a critical need affecting the ISO fire protection classification. The specifications for the equipment needs identified in the 2019 Grant application must be submitted to this office for approval by close of business **January 15, 2019** and prior to encumbering any funds. The equipment purchased with this grant shall meet the requirements of the latest Editions of NFPA.

A voucher or ACH deposit, in the amount of **$89,909.10**, for the purchase of the approved project request, will be sent to your local governing body Treasurer, after approval by this office of the submitted project specifications, on or near **January 22, 2019**.

The deadline to encumber the money by contract with the vendor is **May 15, 2019**. If the bid amount exceeds the awarded amount plus the required matching amount, the additional cost shall be the responsibility of the local government. If the specified equipment may be purchased for less than the grant amount plus the matching amount, **the remaining money shall be returned to the grant fund**. All equipment purchased with grant funds must be inspected by this office upon receipt and the attached Project Close-Out Checklist completed and submitted immediately thereafter.

Failure to meet deadlines will result in the loss of funds. If you need additional time to complete your project, your request for an extension must be made in writing, explaining the need for additional time. Grant recipients also need the Council's written permission, to make changes to their projects. Project modifications must be requested in writing, and the modification shall not significantly alter the original purpose of the approved application. Extension and modification requests are reviewed on a case-by-case basis and are not automatically granted.

If further information is required, please contact John Kondratick, Deputy Fire Marshal; Fire Service Support Bureau at (505) 476-0165 or (505) 470-1044.

Sincerely,

Don Shainin  
State Fire Marshal

Norma Jean Valdez  
Grant Council Chair

xc: Chief  
Board of County Commissioners
Upon completion of the funded project, this checklist must be submitted to the State Fire Marshal's Office, Fire Services Support Bureau.

DEPARTMENT NAME: Dona Ana District #1 COUNTY: Dona Ana

Funded Project: Communication; General Fire Fighting Equipment; PPE

Amount Awarded: $89,909.10

**PROJECT CHECKLIST**

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<td></td>
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Please complete the FY 19 Closeout Checklist

Part 2

**EXCESS/SURPLUS**

PROJECT BUDGET TO ACTUALS SUMMARY Spreadsheet
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

Fire and Emergency Services
Initiating Department
Nicholas Hempel, Fire Chief
Contact Person

February 12, 2019
Meeting Date
13
Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED
GRANT AWARD FROM THE NEW MEXICO PUBLIC REGULATION COMMISSION
FOR RINCON FIRE STATION 6 FOR FY19 AND APPROVE RELATED BUDGET REVISION AND
RESOLUTION

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED
Rincon Fire requests the acceptance of the grant award from the New Mexico Public Regulation Committee for
communication equipment. The amount of the grant is $90,000.00. Rincon Fire will meet the 10% matching
funds and cover any additional costs. If there are remaining funds, the funds shall be returned to the grant fund.
Approval is being requested for the Budget Revision and Budget Resolution to be included in the Rincon Fire
budget for FY2018-2019. Additionally, we are requesting authorization for the County Manager to have
signature authority for all related documents, contracts, change orders, and amendments.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED
• Executive Summary
• Grant Agreement
• Budget Revision/Budget Resolution

SUMMARY OF FINANCIAL IMPACT
Grant revenue and expenditures will increase by $90,000.00. Dona Ana County’s required match of $9,000.00
(10%) will be covered by the currently approved Rincon Fire budget.

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
ACCEPT GRANT AWARD FROM THE NEW MEXICO PUBLIC REGULATION COMMISSION FOR RINCON FIRE STATION 6 FOR FY19 AND APPROVE RELATED BUDGET REVISION AND RESOLUTION, AND DELEGATE SIGNATURE AUTHORITY TO COUNTY MANAGER ON ALL RELATED DOCUMENTS

Doña Ana County Fire and Emergency Services, is requesting the Board to accept a State Fire Grant in the amount of $90,000.00. Rincon Fire submitted for, and was awarded a $90,000.00 State Fire Grant. The grant was submitted in order to assist with the purchase of communication equipment. The specifications will be submitted to the State Fire Marshal's Office for approval. Rincon Fire will meet the 10% match.
DOÑA ANA COUNTY
BUDGET REVISIONS
(STD 1001 - Updated 06/18/18)

Meeting Date: February 12, 2019
FUND/ORGANIZATION: Rincon Fire District/Rincon Fire NMPRC

1.) Item was included in the department's original budget request.
   2.) Type of Revenue/Expenditure:
       - R - Recurring items which will occur more than once
       - OT - Non-recurring for one-time items that are unlikely to occur again

3.) Type of Adjustment:
   - A.) Inter-departmental transfer (between funds or different departments)
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<td>$90,000.00</td>
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<tr>
<td>Grant Revenue</td>
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<td>$0.00</td>
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5.) Reasons For the Budget Adjustment Requests:
   Rincon Fire Station 6 has been awarded a grant for communication equipment.

6.) Approval Requested By: [Signature]
Date: 1/28/19

7.) Approved By Budget Office: [Signature]
Date: 1/25/19

8.) Approved By Finance Director: [Signature]
Date: 1/25/19

9.) Approved By County Manager: [Signature]
(Resolution Number)
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 2018 – 2019; 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 2018 – 2019.

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 and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

Resolved in the Board session this 12th day of February, 2019.

BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY, NEW MEXICO

<table>
<thead>
<tr>
<th>Name</th>
<th>District</th>
<th>For/Against</th>
</tr>
</thead>
<tbody>
<tr>
<td>Isabella A. Solis</td>
<td>District 4</td>
<td>Vice Chairwoman</td>
</tr>
<tr>
<td>Lynn J. Ellins</td>
<td>District 1</td>
<td>For/Against</td>
</tr>
<tr>
<td>Ramon S. Gonzalez</td>
<td>District 2</td>
<td>For/Against</td>
</tr>
<tr>
<td>Shannon Reynolds</td>
<td>District 3</td>
<td>For/Against</td>
</tr>
<tr>
<td></td>
<td>District 5</td>
<td>For/Against</td>
</tr>
</tbody>
</table>

ATTEST:

Amanda López Askin, Ph.D.
County Clerk
December 5, 2018

Jorge Au Fire Chief
Dona Ana District #6 Rincon Fire Department
Nicolas Hempel
Dona Ana County Fire Marshal
845 N Motel Blvd.
Las Cruces, NM 88007

Ref: FY 19 New Mexico Fire Protection Grant Council Award Notice

Dear Fire Chief and Dona Ana County Fire Marshal,

Congratulations! Your grant application on behalf of the Dona Ana District #6 Rincon Fire Department for Communication; award item(s) has been reviewed and an award has been granted.

Over 150 grant applications were submitted and over $23 million in needs were considered. The Dona Ana District #6 Rincon Fire Department has met the minimum requirements and is clearly addressing a critical need affecting the ISO fire protection classification. The specifications for the equipment needs identified in the 2019 Grant application must be submitted to this office for approval by close of business January 15, 2019 and prior to encumbering any funds. The equipment purchased with this grant shall meet the requirements of the latest Editions of NFPA.

A voucher or ACH deposit, in the amount of $90,000.00, for the purchase of the approved project request, will be sent to your local governing body Treasurer, after approval by this office of the submitted project specifications, on or near January 22, 2019.

The deadline to encumber the money by contract with the vendor is May 15, 2019. If the bid amount exceeds the awarded amount plus the required matching amount, the additional cost shall be the responsibility of the local government. If the specified equipment may be purchased for less than the grant amount plus the matching amount, the remaining money shall be returned to the grant fund. All equipment purchased with grant funds must be inspected by this office upon receipt and the attached Project Close-Out Checklist completed and submitted immediately thereafter.

Failure to meet deadlines will result in the loss of funds. If you need additional time to complete your project, your request for an extension must be made in writing, explaining the need for additional time. Grant recipients also need the Council’s written permission, to make changes to their projects. Project modifications must be requested in writing, and the modification shall not significantly alter the original purpose of the approved application. Extension and modification requests are reviewed on a case-by-case basis and are not automatically granted.

If further information is required, please contact John Kondratick, Deputy Fire Marshal; Fire Service Support Bureau at (505) 476-0165 or (505) 470-1044.

Sincerely,

Don Shainin
State Fire Marshal

Norma Jean Valdez
Grant Council Chair

xc: Chief
Board of County Commissioners
Upon completion of the funded project, this checklist must be submitted to the State Fire Marshal's Office, Fire Services Support Bureau.

DEPARTMENT NAME: Dona Ana District #6 Rincon COUNTY: Dona Ana

FUNDED PROJECT: Communication

AMOUNT AWARDED: $90,000.00

PROJECT CHECKLIST

<table>
<thead>
<tr>
<th>Benchmark</th>
<th>Deadline</th>
<th>Date</th>
<th>Name of SFMO Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project specifications submitted to State Fire Marshal's Office for Review/Approval</td>
<td>January 15, 2019</td>
<td>Submittal Date</td>
<td>Submitted to:</td>
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<tr>
<td>Approval from SFMO to proceed with project specifications</td>
<td>February 15, 2019</td>
<td>Approval Date</td>
<td>Approved by:</td>
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<td>May 15, 2019</td>
<td>Encumbrance Date</td>
<td>Encumbrance Method Code Contract/Purchase Order #</td>
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<td>Project Completed</td>
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<td>Goods/Services Received Date</td>
<td></td>
</tr>
<tr>
<td>SFMO Inspection</td>
<td></td>
<td>Requested Date</td>
<td>Requested of whom:</td>
</tr>
<tr>
<td>SFMO Inspection Completed</td>
<td></td>
<td>Inspection Date</td>
<td>By Whom:</td>
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<tr>
<td>SFMO Check of NFIRS Compliance</td>
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Please complete the FY 19 Closeout Checklist

Part 2

EXCESS/SURPLUS

PROJECT BUDGET TO ACTUALS SUMMARY Spreadsheet
GRANT AWARD FROM THE NEW MEXICO PUBLIC REGULATION COMMISSION FOR ORGAN FIRE STATION 5 FOR FY19 AND APPROVE RELATED BUDGET REVISION AND RESOLUTION

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED
Organ Fire Station 5 requests the acceptance of the grant award from the New Mexico Public Regulation Committee for facility improvements. The amount of the grant is $100,000.00. Organ Fire will meet the 10% matching funds and cover any additional costs. If there are remaining funds, the funds shall be returned to the grant fund. Approval is being requested for the Budget Revision and Budget Resolution to be included in the Organ Fire budget for FY2018-2019. Additionally, we are requesting authorization for the County Manager to have signature authority for all related documents, contracts, change orders, and amendments.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED
• Executive Summary
• Grant Agreement
• Budget Revision/Budget Resolution

SUMMARY OF FINANCIAL IMPACT
Grant revenue and expenditures will increase by $100,000.00. Dona Ana County’s required match of $10,000.00 (10%) will be covered by the currently approved Organ Fire budget.

ADMINISTRATIVE REVIEW AND APPROVAL

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
ACCEPT GRANT AWARD FROM THE NEW MEXICO PUBLIC REGULATION COMMISSION FOR ORGAN FIRE STATION 5 FOR FY19 AND APPROVE RELATED BUDGET REVISION AND RESOLUTION, AND DELEGATE SIGNATURE AUTHORITY TO COUNTY MANAGER ON ALL RELATED DOCUMENTS

Doña Ana County Fire and Emergency Services, is requesting the Board to accept a State Fire Grant in the amount of $100,000.00. Organ Fire submitted for, and was awarded a $100,000.00 State Fire Grant. The grant was submitted in order to assist with facility improvements to the fire station. The improvement specifications will be submitted to the State Fire Marshal's Office for approval. Organ Fire will meet the 10% match.
DOÑA ANA COUNTY
BUDGET REVISIONS
(STD 1001 - Updated 06/18/18)

Meeting Date: February 12, 2019

FUND/ORGANIZATION: New Mexico Public Regulation Commission Grant

1.) Item was included in the department's original budget request.

2.) Type of Revenue/Expenditure:
   - R - Recurring items which will occur more than once
   - OT - Non-recurring for one-time items that are unlikely to occur again

3.) Type of Adjustment:
   - A.) Inter-departmental transfer (between funds or different departments)
   - B.) Supplemental appropriation (new funds requested from new revenue sources)
   - C.) Use of Cash Reserves (fund request from reserves)
   - D.) Intra-departmental transfer (within department budget)

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

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER/NAME</th>
<th>AVAILABLE BUDGET BALANCE</th>
<th>INCREASE OR &lt;DECREASE&gt;</th>
<th>REVISED AVAILABLE BALANCE</th>
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<tr>
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<td>$100,000.00</td>
<td>$100,000.00</td>
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<td>Capital Outlay Constrution</td>
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<td>TOTAL EXPENDITURES</td>
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<td>TOTAL - REVENUE (PLUS)</td>
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<td>$0.00</td>
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</table>

5.) Reasons For the Budget Adjustment Requests:
   Organ Fire Station 5 has been awarded a grant for facility improvements

6.) Approval Requested By: [Signature]
    Date: 1/14/19

7.) Approved By Budget Office: [Signature]
    Date: 1/25/19

8.) Approved By Finance Director: [Signature]
    Date: 1/25/19

9.) Approved By County Manager: [Signature]
    (Resolution Number)
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 2018–2019; 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 2018–2019.

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 and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

Resolved in the Board session this 12th day of February, 2019.

BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY, NEW MEXICO

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</tr>
<tr>
<td>Shannon Reynolds</td>
<td>District 3</td>
<td>For/Against</td>
</tr>
<tr>
<td></td>
<td>District 5</td>
<td>For/Against</td>
</tr>
</tbody>
</table>

ATTEST:

__________________________
Amanda López Askin, Ph.D.
County Clerk
December 5, 2018

Pete Bellows Fire Chief
Organ-East Mesa #5 Fire Department
Nicholas Hempel
Dona Ana County Fire Marshal
845 N Motel Blvd.
Las Cruces, NM 88007

Ref: FY 19 New Mexico Fire Protection Grant Council Award Notice

Dear Fire Chief and Dona Ana County Fire Marshal,

Congratulations! Your grant application on behalf of the Organ-East Mesa #5 Fire Department for Facility Improvement; award item(s) has been reviewed and an award has been granted.

Over 150 grant applications were submitted and over $23 million in needs were considered. The Organ-East Mesa #5 Fire Department has met the minimum requirements and is clearly addressing a critical need affecting the ISO fire protection classification. The specifications for the equipment needs identified in the 2019 Grant application must be submitted to this office for approval by close of business January 15, 2019 and prior to encumbering any funds. The equipment purchased with this grant shall meet the requirements of the latest Editions of NFPA.

A voucher or ACH deposit, in the amount of $100,000.00, for the purchase of the approved project request, will be sent to your local governing body Treasurer, after approval by this office of the submitted project specifications, on or near January 22, 2019.

The deadline to encumber the money by contract with the vendor is May 15, 2019. If the bid amount exceeds the awarded amount plus the required matching amount, the additional cost shall be the responsibility of the local government. If the specified equipment may be purchased for less than the grant amount plus the matching amount, the remaining money shall be returned to the grant fund. All equipment purchased with grant funds must be inspected by this office upon receipt and the attached Project Close-Out Checklist completed and submitted immediately thereafter.

Failure to meet deadlines will result in the loss of funds. If you need additional time to complete your project, your request for an extension must be made in writing, explaining the need for additional time. Grant recipients also need the Council’s written permission, to make changes to their projects. Project modifications must be requested in writing, and the modification shall not significantly alter the original purpose of the approved application. Extension and modification requests are reviewed on a case-by-case basis and are not automatically granted.

If further information is required, please contact John Kondratick, Deputy Fire Marshal; Fire Service Support Bureau at (505) 476-0165 or (505) 470-1044.

Sincerely,

Don Shainin
State Fire Marshal

Norma Jean Valdez
Grant Council Chair
xc: Chief
Board of County Commissioners
Upon completion of the funded project, this checklist must be submitted to the State Fire Marshal’s Office, Fire Services Support Bureau.

DEPARTMENT NAME: Organ-East Mesa #5 COUNTY: Dona Ana

FUNDED PROJECT: Facility Improvement

AMOUNT AWARDED: $100,000.00

### PROJECT CHECKLIST

<table>
<thead>
<tr>
<th>Benchmark</th>
<th>Deadline</th>
<th>Date</th>
<th>Name of SFMO Representative</th>
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<td>SFMO Inspection Completed</td>
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<td>Inspection Date</td>
<td>By Whom:</td>
</tr>
<tr>
<td>SFMO Check of NFIRS Compliance</td>
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<td></td>
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</tr>
</tbody>
</table>

Please complete the FY 19 Closeout Checklist

Part 2

EXCESS/SURPLUS

PROJECT BUDGET TO ACTUALS SUMMARY Spreadsheet
**Title of Agenda Item to be Considered**
SUB-GRANT AGREEMENT HM-HMP-0579-16-03-DOÑA ANA COUNTY FROM THE NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT, APPROVE RELATED BUDGET REVISION AND RESOLUTION

**Summary of Item to be Considered**
Including presentation of options for action and action requested

The Office of Emergency Management (OEM) is requesting the acceptance of Sub-Grant Agreement HM-HMP-0579-16-03-Doña Ana County for the 2018 Hazardous Materials Emergency Preparedness (HMEP) Grant Program in the amount of $2,040.00. The grant will provide travel funds for two members from the Doña Ana County Fire and Emergency Services Hazardous Materials Response Team to attend the International Association of Fire Chiefs Hazardous Materials Teams Conference in Baltimore, MD, on June 13-16, 2019. The award is for $2,040.00 and Fire and Emergency Services will provide the required 20 percent match of $510.00. The grant term is from October 1, 2018 through July 31, 2019. OEM requests the approval of the Budget Revision and Budget Resolution to the OEM Budget for FY2018-2019. In addition, we request signature authority be delegated to the County Manager on all related contract documents.

**Description of Supporting Documentation Attached**
- Executive Summary
- Award Letter
- Sub-grant Agreement HM-HMP-0579-16-03-Doña Ana County
- Budget Revision/Budget Resolution
- IAFC Hazardous Materials Conference Information

**Summary of Financial Impact**
Grant revenue and expenditures will increase by $2,040. Doña Ana County’s required match of $510 will be covered by the current approved Fire and Emergency Services budget.

**Administrative Review and Approval**

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</tr>
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**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 requests to accept a sub-grant agreement with the New Mexico Department of Homeland Security and Emergency Management (NMDHSEM) from the 2018 Hazardous Materials Emergency Preparedness (HMEP) Grant Program.

Grant funds will provide travel and per diem for two members of the Doña Ana County Fire and Emergency Services Hazardous Materials Response Team to attend the International Association of Fire Chiefs Hazardous Materials Response Teams Conference in Baltimore, MD, on June 13-16, 2019.

The grant amount is $2,040.00. Doña Ana County Fire and Emergency Services will provide the 20 percent match of $510.00 from their operating fund/account (10003-20215). Doña Ana County will request reimbursement based on actual costs from the NMDHSEM.
November 15, 2018

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

Dear Mr. J. Cullen Combs:

The New Mexico Department of Homeland Security and Emergency Management (NMDHSEM) has reviewed your grant application for the 3rd year of the 2016-2018 Hazardous Materials Emergency Preparedness (HMEP), and we are pleased to announce the award of your application in the amount of $2,040.00.

The Period of Performance will be pursuant to the forthcoming Sub-Grant Agreement.

Local and Tribal Sub-Grantees are required to report timely quarterly financial and programmatic reports as specified in your Sub-Grant Agreement. Invoices for payment must be submitted complete & accurately. Local and Tribal Sub-Grantees must also meet the specified grant requirements, assurances, special conditions, terms and conditions of the Sub-Grant Agreement.

Please print, review, sign and return via email attachment to dhsem.grants@state.nm.us.

Sincerely,

M. Jay Mitchell
NMDHSEM Cabinet Secretary

Emergency Manager/Program Manager Signature

Date

20DEC18
## SUB-RECIPIENT GRANT AGREEMENT

2018 Hazardous Materials Public Sector Training and Planning Grants
Pipeline and Hazardous Materials Safety Administration’s
Hazardous Materials Emergency Preparedness (HMEP) Grant Program

### 2018 Federal Grant No.: HM-HMP-0579-16-03
CFDA No.: 20.703

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<th>9. SUB-RECIPIENT REMIT ADDRESS</th>
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<td>845 N. Motel Blvd. Las Cruces, NM 88007</td>
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<thead>
<tr>
<th>10. DHSEM CONTACT NAME:</th>
<th>11. CONTACT DESK PHONE:</th>
<th>12. CONTACT EMAIL ADDRESS:</th>
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<tbody>
<tr>
<td>Victoria L. Romero</td>
<td>505-476-9614</td>
<td><a href="mailto:Victoria.romero@state.nm.us">Victoria.romero@state.nm.us</a></td>
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<tr>
<th>TOTAL FEDERAL AMOUNT</th>
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</thead>
<tbody>
<tr>
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</tr>
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15. RECITALS, GRANT REQUIREMENTS, ASSURANCES AND AGREEMENTS

RECITALS

WHEREAS, the New Mexico Department of Homeland Security and Emergency Management (DHSEM) has been designated by the United States Department of Transportation (DOT) to serve as grantee, and is thereby authorized to issue this agreement to the applicant, sub-recipient, and sub-grantee, Dona Ana County.

WHEREAS, funding has been obligated from the United States DOT pursuant to a request by the applicant, sub-recipient, and sub-grantee, Dona Ana County.

NOW, THEREFORE it is mutually understood and agreed between the grantee, DHSEM, and sub-grantee, Dona Ana County as follows:

ARTICLE 1: CONTRACT DOCUMENTS

The following additional contract documents are fully incorporated into this agreement and thereby constitute additional terms and conditions of this agreement:

This Agreement

ARTICLE 2: SCOPE OF WORK

As authorized by the Hazardous Materials Transportation Uniform Safety Act, the Dona Ana County shall use HMEP funds to assist in preparing for all-hazards. Specifically, these funds shall be utilized by Dona Ana County to "develop, improve, and carry out emergency plans" within the National Response System and the Emergency Planning and Community Right-To-Know Act of 1986. The HMEP grant program is designed to allow grantees the flexibility to implement training and planning programs that address differing needs for each location based on demographics, emergency response capabilities, commodity flow studies, and hazard analysis such as travel, lodging and per diem costs for the designated and approved staff previously identified in the HMEP grant application, and approved by the DHSEM Secretary. The Dona Ana County shall provide a 20% cost share match of the total project cost. CFR-110 Cost Share for Planning and Training; https://www.gpo.gov/fdsys/pkg/CFR-2014-title49-vol2/xml/CFR-2014-title49-vol2-secll0-60.xml. All activities performed pursuant to this agreement must comply with the approved HMEP grant application. All activities must be completed within the performance period, between October 1, 2018 and July 31, 2019. The JURISDICTION shall not sub-grant any part of this award to any other entity or organization. Within the first reporting quarter, all awards require confirmation that expenditures in the budget category toward this project will be made. If not, DHSEM may execute a de-obligation of Federal funds, without recourse by Dona Ana County.

ARTICLE 3: PROJECT IMPLEMENTATION

Approved projects must commence within the first reporting quarter. If a project cannot commence and be operational within the first reporting quarter of the approved award date, the sub–grantee must submit a written statement to DHSEM, signed by the sub-recipient signatory officials, justifying the delay in implementation, the expected starting date, and a formal request to extend the project start date past the first reporting quarter. At the sole discretion of DHSEM, the grant award is subject to cancellation and funds may be de-obligated and reallocated to other projects.

ARTICLE 4: REPORTING REQUIREMENTS

2018 Hazardous Materials Public Sector Training and Planning Grants
2018 Federal Grant No.: HM-HMP-0579-16-03 CFDA No.: 20.703
The sub recipient, Dona Ana County shall submit timely quarterly Financial Progress Reports and quarterly Performance Progress Report to the DHSEM Sub-grant analyst. Use of outdated forms will not be accepted. Quarterly reports are due: July 30, October 30, January 30, and April 30, within the period of performance beginning after the conclusion of the first quarter of the grant. The final reports are due 45 days after the end of Period of Performance. Financial Progress Reports shall describe and show the status of the funds, encumbrances, receipts of program income, cash or in-kind contributions to the project, and whether or not a local match is required. The Final Narrative Report is a summary report, evaluating project activities and measuring performance against project goals and objectives for the entire performance period, and is required in addition to the last quarterly report.

The applicant must immediately report in writing to the DHSEM Grant Specialist any alleged acts or allegations of fraud or misappropriation of funds for work authorized under this Sub-Grant Agreement. This requirement extends further to an obligation by the sub-recipient to report any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project.

ARTICLE 5: REIMBURSEMENTS

Submission of a request for reimbursement must be accompanied by a financial report form. Reimbursement shall be based upon authorized and allowable expenditures consistent with the project narrative, grant guidelines, and the submission of timely Financial and Performance Progress Reports. Payments may be withheld by DHSEM pending correction of deficiencies. Reimbursement of expenditures shall be requested at least quarterly for expenditures within the performance period. Expenditures must be supported with source documentation (e.g. copies of proof of payment, invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.). Reimbursement request will not be processed if quarterly performance and financial reports are not timely submitted.

Contracts: All sole-source procurements, single vendor response to a competitive bid, and contracts require DHSEM pre-approval prior to implementation. Requests for reimbursement for contractual services must be accompanied by the relevant contract.

Local Match: Local matching funds must clearly support the source, the amount, and the timing of all matching contributions. Title: Section 110.60 - Cost sharing for planning and training, Title 49 - Transportation, Subtitle B - Other Regulations Relating to Transportation, CHAPTER I - PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION, SUBCHAPTER A - HAZARDOUS MATERIALS AND OIL TRANSPORTATION, PART 110 - HAZARDOUS MATERIALS PUBLIC SECTOR TRAINING AND PLANNING GRANTS.

Equipment: Expenses associated with equipment purchases are not allowable.

Per Diem: Reimbursements for local jurisdictions cannot exceed the rates of the New Mexico Mileage and Per Diem Act.

Training: Requires DHSEM pre-approval 30 days prior to registering or participating in training opportunities.

Exercise: Requires submission of an After-Action Report/Improvement Plan within 60 days after conduct of exercise.

Food and Beverages: Per HMEP Code of Federal Regulation, https://www.phmsa.dot.gov/grants/hazmat/hmep-code-federal-regulations, allowances, food and/or beverage expenses provided by recipients are allowable costs if:
- The food and/or beverages are provided to participants at training sessions, meetings, or conferences that are allowable activities under the HMEP program guidelines; and
- Expenses incurred for food and/or beverages, and provided at training sessions, meetings, or conferences, satisfy the following tests:
  o The cost of the food and/or beverages provided is considered to be reasonable;
  o The food and/or beverages provided are subject of a work-related event and work continues after meals are served;
  o Participation by all participants is mandatory; and
  o The food and/or beverages provided are not related directly to amusement and/or social event. (Any event where alcohol is being served is considered a social event; therefore, costs associated with the event are not allowed).
Non-reimbursable Expenses:

- Transfer of funds between any programs.
- Purchases not approved by DHSEM.
- Training and related travel costs not pre-approved by DHSEM.
- Natural Disaster Exercises (e.g., Urban Avalanches, Pandemic Flu, Cruise Ship, Wildfire, Earthquake)
- All-Hazards Warning System Drills
- Joint Terrorism Task Force (JTTF) Exercises
- Tier II Chemical Inventory Reports
- Tier II Databases
- WebEOC (EOC-Emergency Operations Center) mapping
- Public Officials Conference that does not have a tie-in to hazardous materials transportation
- Town-wide alert system
- Development and distribution of a Hazmat Calendar
- Expenses counted as match funds toward another Federal grant program or cooperative agreement
- Entertainment costs
- Foreign travel
- Purchase of cell telephone(s), except for administration of the HMEP grant at the state level
- Any costs disallowable or stated as ineligible in 49 CFR part 110
- Any cost specifically prohibited in the General Terms and Conditions of the award, or Special Terms and Conditions listed on the NGA (Remarks section)
- Courses not related to hazmat emergency response (with the exception of the pipeline training listed in section 4.1 above)
- Pro Board® accreditation and certification
- Emergency Preparedness Presentation to Child Care Providers
- School Violence Prevention
- Weapons of Mass Destruction (WMD) Terrorism courses
- Weapons of Mass Destruction (WMD) Radiological Training
- Mobile Meth Lab Training
- Active Shooter Training
- Pandemic Flu Exercises
- Joint Terrorism Task Force (JTTF) Exercises
- Equipment for the purpose of response operations, such as:
  - Self-Contained Breathing Apparatus (SCBA)
  - PPE (Personal Protective Equipment)
  - Monitoring Equipment
- Overtime of trainees and any other employees who “backfill” positions of trainees during the period of training.
- Construction and renovation.
- Indirect costs
- Supplanting (using federal funds to purchase items previously budgeted for with state or local funds).
- Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus.
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of an exercise.
- Weapons and ammunition.
- Entertainment and sporting events
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel, personal phone calls.
- Travel insurance, visa, and passport charges.
- Lodging costs in excess of State per diem, as appropriate.
• Lunch when travel is wholly within a single day.
• Stand-alone working meals.
• Bar charges, alcoholic beverages.
• Finance, late fees, or interest charges.
• Lobbying, political contributions, legislative liaison activities.
• Organized fund-raising, including salaries of persons while engaged in these activities.
• Land acquisition.
• Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.

ARTICLE 6: PERFORMANCE MEASURES

Quarterly Progress Reports shall demonstrate performance and progress relative to acceptable performance on applicable critical tasks in Exercises using approved scenarios:
1. Progress in achieving project timelines and milestones.
2. Percent measurable progress toward completion of project.
3. How funds have been expended during reporting period, and explaining expenditures related to the project.

ARTICLE 7: SUB-RECIPIENT MONITORING POLICY

Periodic monitoring is required to ensure that program goals, objectives, timelines, budgets and other related program criteria are being met. DHSEM reserves the right to periodically monitor, review, and conduct analysis of financial, programmatic, and administrative policies, procedures, and practices. This monitoring may include review of accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting, procurement, records management, payroll, means of allocating staff costs, property and equipment management system, progress of project activities, etc. Monitoring may include desk and field audits. Technical assistance is available from DHSEM staff.

ARTICLE 8: PROCUREMENT

When procuring property and services under this agreement, the sub-recipient will follow Code of Federal Regulations Title 49 -- Transportation, Chapter I -- Pipeline and Hazardous Materials Safety Administration, Department of Transportation, Part 110 -- Hazardous Materials Public Sector Training and Planning Grants, 2 CFR 200.318 through 2 CFR 200.326. The sub-recipient must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR 200. As such, the sub-recipient must use one of the methods of procurement identified in 2 CFR 200.320. The sub-recipient may request that its procurement system be reviewed by DOT or DHSEM to determine whether its system meets standards in order for its system to be compliant.

Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder’s preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition. Each sole-source procurement, single vendor response to a competitive bid, and all purchases require prior approval of DHSEM.

ARTICLE 9: CONTRACTS

Any contract entered into during this grant period shall comply with local, State and Federal government contracting regulations. Contracts for professional and consultant services must include local, State and Federal government required contract language, a project budget, and require pre-approval by DHSEM prior to implementation.
deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the market place. Detailed invoices and time and effort reports are required for consultants.

ARTICLE 10: AUDIT REQUIREMENTS

As the Federal grant recipient, the State of New Mexico requires a sub-recipient expending $750,000.00 or more in Federal funds in the organization's fiscal year to conduct an organization-wide audit in accordance with 2 CFR 500 Subpart F. The Dona Ana County will permit the State of New Mexico Grant and Program officials and auditors to have access to the sub-recipient's and third-party contractors' records and financial statements as necessary for the State of New Mexico to comply with 2 CFR 500 Subpart F. Copies of audit findings must be submitted to DHSEM within 30 days after Dona Ana County receives its audit report, or within a 9-month period of the grant closeout date, whichever is earlier, in accordance with 2 AAC 45.010. Include the Federal agency name, program, grant number, and year; the CFDA title and number; and the name of the pass-through agency.

ARTICLE 11: PROPERTY AND EQUIPMENT MANGEMENT

The sub-recipient will follow the property standards articulated in Code of Federal Regulations Title 49 -- Transportation, Chapter I -- Pipeline and Hazardous Materials Safety Administration, Department of Transportation, Part 110 -- Hazardous Materials Public Sector Training and Planning Grants, 2 CFR 200.310 through 2 CFR 200.326. The sub-recipient shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A Property Inventory Report shall be submitted to DHSEM annually each January 30 with the Financial Progress Report during the performance period, and continued submission is required annually until final disposition of the equipment. The sub-recipient shall, when practical, prominently display the following on any equipment purchased with award funds: Purchased with funds provided by the U.S. DOT. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHSEM, prior to the jurisdiction's encumbrance or expenditure for that equipment.

ARTICLE 12: NEPA/EHP COMPLIANCE

The Natural Gas Pipeline Safety Act of 1968, as amended, (NGPSA) authorizes the U.S. DOT to regulate pipeline transportation of natural (flammable, toxic, or corrosive) gas and other gases, as well as the transportation and storage of Liquefied Natural Gas (LNG). The Pipeline Safety Statute codified in 49 U.S. Code § 60101, et seq, directs US DOT to establish and enforce standards for liquefied natural gas pipeline facilities. PHMSA's regulations are found in Title 49 Code of Federal Regulations Part 193 Liquefied Natural Gas Facilities.

An LNG facility is a gas pipeline facility used for converting, transporting or storing liquefied natural gas. Many LNG facilities are subject to the regulatory and enforcement authority of the Department of Transportation through PHMSA. A simple but not complete test to determine if an LNG facility is regulated under 49 CFR Part 193 is to identify both the source and the consumer of the LNG.

Federal Energy Regulatory Commission (FERC) is responsible for authorizing the siting and construction of onshore and near-shore LNG import or export facilities under Section 3 of the Natural Gas Act. Additionally, FERC inspects peak-shaving, LNG satellite, and vehicular fuel LNG plants connected to the interstate gas transmission system. The Commission, under Section 7 of the Natural Gas Act, also issues certificates of public convenience and necessity for LNG facilities engaged in interstate natural gas transportation by pipeline. As required by the National Environmental Policy Act (NEPA), FERC prepares environmental assessments or impact statements for proposed LNG facilities under its jurisdiction. FERC is the lead federal agency under NEPA to analyze the environmental, safety, security, and cryogenic design of proposed LNG facilities.
FERC regulations are found in Title 18 Code of Federal Regulations (18 CFR) Chapter 1, Subchapter E. LNG projects which are approved and built are subject to FERC oversight for as long as the facility is in operation. As of 2016, FERC listed 24 operational LNG facilities under its regulatory jurisdiction. Follow this link for additional details on FERC’s responsibilities in regulating LNG facilities and maps showing existing, approved, and proposed North American LNG projects, as well as FERC jurisdictional LNG peak-shaving plants.


**ARTICLE 13: PUBLICATIONS**

Publications created with funding under this grant shall prominently contain the following statement: This Document was prepared under a sub-grant from the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration and the New Mexico Department of Homeland Security and Emergency Management. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Transportation or the State of New Mexico.

**ARTICLE 14: RECORDKEEPING**

The sub-recipient will follow the record retention and access standards articulated in 2 CFR 200.333 through 2 CFR 200.337. The grant financial and administrative records shall be maintained for a period of three (3) years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three (3) years following the final disposition, replacement or transfer of the property and equipment.

**ARTICLE 15: CHANGES TO AWARD**

All change requests must be submitted either in writing or electronically to the designated DHSEM Sub-grant Analyst for review and possible approval. All change requests must be accompanied by a justification narrative and a budget and spending plan. All change requests must be consistent with the scope of the project and grant guidelines. Change requests will be considered only if reporting requirements are current, and all other terms and conditions of this agreement have otherwise been met at the time the request. If approved by DHSEM, changes in the programmatic activities, purpose of the project, key personnel specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, change in project site, or release of special conditions, will result in an amendment to this award.

**ARTICLE 16: OTHER GENERAL PROVISIONS**

A. The performance period for this grant award is October 1, 2018 through July 31, 2019. Further, all personnel related grant activity must be completed between October 1, 2018 and July 31, 2019. Funds may not be obligated outside of these time periods. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period when the Final Progress and Financial Reports are due.


C. The signatures of the signatory officials on this award certifies that all financial expenditures, including all
supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The sub-recipient shall follow the financial management requirements imposed on them by DHSEM, which includes the requirements of U.S. DOT.

D. The signature of the signatory officials on this award attests to Dona Ana County understanding, acceptance, and compliance with Lobbying; Debarment, Suspension and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant State or local funds. Federal funds must be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit.

E. Dona Ana County shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other federal, state or local agencies, and each award is accounted for separately.

F. Dona Ana County shall comply with Federal Civil Rights Laws and Regulations: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, and Americans with Disabilities Act of 1991. Dona Ana County will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. Executive Order 13347 Individuals with Disabilities in Emergency Preparedness requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.

G. Dona Ana County certifies that it has an Affirmative Action Plan/Equal Employment Opportunity Plan (EEOP) (for USDHS/DOJ grants). An EEOP is not required for recipients of less than $25,000.00 or fewer than 50 employees.

H. Dona Ana County certifies that its employees are eligible to work in the U.S. as verified by Form I–9, Immigration & Naturalization Service Employment Eligibility.

I. It is the responsibility of Dona Ana County as the recipient of these federal funds to fully understand and comply with the requirements of:

- Whistleblower Protection Act,


• Trafficking Victims Protection Act of 2000, Section 106(g) 22 U.S.C. section 7104, 2 CFR Section 1 75.15, https://www.gpo.gov/fdsys/granule/USCODE-2010-title22/USCODE-2010-title22-chap79-sec7104

• Terrorist Financing, http://www.state.gov/j/ct/rls/other/des/122570.htm

• Reporting Sub-Awards and Executive Compensation, http://www.ecfr.gov/cgi-bin/text-idx?SID=642add467031e0890536fd54fc389d&mc=true&node=ap2.1.170133Q.a&rgn=div9


• Activities Conducted Abroad - All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.


ARTICLE 17: PENALTY FOR NON COMPLIANCE

For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. DHSEM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. DHSEM shall notify the sub-recipient of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The sub-recipient must respond within 5 days of receipt of notification.

(a) Unwillingness or inability to attain project goals
(b) Unwillingness or inability to adhere to Special Conditions listed on Page 13
(c) Failure or inability to adhere to grant guidelines and federal compliance requirements
(d) Improper procedures regarding contracts and procurements
(e) Inability to submit reliable and/or timely reports
(f) Management systems which do not meet federal required management standards
(g) Failure or inability to adhere to the terms and conditions of this agreement

ARTICLE 18: TERMINATION

For Cause: If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHSEM will provide notice of five (5) days to the sub-recipient stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. DHSEM
will reimburse the sub-recipient only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of DHSEM until completion of a final DHSEM review. Any equipment purchased under a terminated grant may revert to DHSEM at the option of DHSEM.

For Convenience: This Agreement may be terminated without cause by either of the parties upon written notice delivered to the other party at least 30 days prior to the intended date of termination. A termination pursuant to this provision does not nullify a party’s obligations for performance or liabilities for failure to perform already incurred prior to the date of termination. Any project may be terminated upon convenience, in whole or in part, for the convenience of the Government. The U.S. DOT and the DHSEM, by written notice, may terminate this grant, in whole or in part, when it is in the Government’s interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Any equipment purchased under a terminated grant may revert to DHSEM at the option of DHSEM.
ARTICLE 19: SPECIAL CONDITIONS
* Grant funds cannot be expended until these conditions have been met.

1) If applicable - All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.

2) The grant award amount is a funding allocation, and is not to be interpreted as expenditure authorizations or approvals. Pre-approval from DHSEM’s Local Preparedness Program, Training and Exercise Program, and Administrative Service Bureau (ASB) is required for all purchases regardless of any application review.

3) All awarded projects must be planned for, conducted, budgeted and expended within the designated performance period. Furthermore, at least 25% of the grant award must be expended in the first quarter for each project; some exceptions and/or extenuating circumstances may apply.

4) All HMEP sub-recipients must be NIMS compliant. A NIMS Assessment will be conducted on or before September 30 of each year. All funded beneficiaries, to include but not limited to, first response agencies and special teams must maintain NIMS compliance throughout the performance period of the grant and thereafter.

5) All HMEP performance activities will be monitored by the Local Preparedness Program on a quarterly basis or as needed to ensure sub-recipients are conducting progressive activities to ensure project completion within the specified performance period.

6) Quarterly financial and progress reports are due on April 30, July 30, October 30, January 30 within the Period of Performance. Final reports are due 45 days after the end of Period of Performance.

7) All Budget Revisions must be reviewed and approved by the Local Preparedness Program to ensure that the proposed project meets all federal and state eligibility requirements. Budget Revisions must meet the original scope of the project.

8) If a revision of the project(s) scope of work is requested, it must be pre-approved by the Local Preparedness Program, before the jurisdiction can proceed with the Request for Approval (RFA) processes. If the revision is approved, the Local Preparedness Program may request additional documentation to proceed with recommendation to DHSEM Leadership for final approval.

9) The beneficiary of this award is solely responsible for all expenditures that are incurred outside of the award performance period.

10) All expenditures that are incurred above and beyond the amount of this sub-grant agreement are the sole responsibility of the sub-recipient of this award.

11) The FEMA approved National Environmental Protection Agency-Environmental Historic Preservation (NEPA/EHP) form must be submitted prior to any ground disturbance, modification to buildings, etc.

12) Procurement from Minority Owned and Women Owned Business is encouraged, and must be tracked and reported to DHSEM on the quarterly reports.

13) Annual external audit reports must be submitted to DHSEM within 30 days of receipt by sub-recipients.

14) All Contracts for goods and services, to include the project scope of work, must be reviewed and approved the LPP and ASB before execution, to include signing of contract between parties.

15) All requests for Sub-grant award extensions must be received at DHSEM prior to the 90-day grant award termination date. Requests for sub-grant award extensions will only be considered for documented extenuating circumstances and will be reviewed by the Local Preparedness Program on a case-by-case basis.

16) Upon completion of all awarded projects, any remaining funds will be de-obligated and reverted back to NMDHSEM.
The acceptance of a grant from the United States and the State of New Mexico creates a legal duty and obligation on the part of the sub-grantee Dona Ana County to use the funds or property made available in accordance with the conditions of the grant as administered by and through the New Mexico Department of Homeland Security and Emergency Management.

SIGNATURE OF ACCEPTANCE

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| e-Mail Address: |

| Signature of Jurisdiction Chief Financial Officer |
| DATE |

| Printed Name: |
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| Signature of Jurisdiction Signatory Official |
| DATE |

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| Print Name: Juanita Abeyta |
| Signature of DHSEM Chief Financial Officer |
| DATE |

| Print Name: Sarah J. Peterson |
| Signature of DHSEM Cabinet Secretary |
| DATE |

| Print Name: M. Jay Mitchell, Cabinet Secretary |

Please print two (2) originals, sign both and mail to:
Grants Management Unit, P.O. Box 27111, Santa Fe, NM 87502

State of New Mexico
DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT
P.O. Box 27111
Santa Fe, NM 87502

2018 Hazardous Materials Public Sector Training and Planning Grants
2018 Federal Grant No. HM-HMP-0579-16-03 CFDA No. 20.703

CFDA No. 20.703
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 2018–2019; 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 2018–2019.

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 and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

Resolved in the Board session this 12th day of February, 2019.

BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY, NEW MEXICO

Isabella A. Solis, District 4, Vice Chairwoman For/Against

Lynn J. Ellins, District 1 For/Against

Ramon S. Gonzalez, District 2 For/Against

Shannon Reynolds, District 3 For/Against

District 5 For/Against

ATTEST:

Amanda López Askin, Ph.D.
County Clerk
**DOÑA ANA COUNTY**

**BUDGET REVISIONS**

(STD 1001 - Updated 06/18/18)

Meeting Date: February 12, 2019

**FUND/ORGANIZATION:** Civil Preparedness-State/IM-IMP-0579-16-03

(SPELL OUT NAMES)

1. Item 
   - included in the department's original budget request.

2. Type of Revenue/Expenditure:
   - R - Recurring items which will occur more than once
   - OT - Non-recurring for one-time items that are unlikely to occur again

3. Type of Adjustment:
   - A) Inter-departmental transfer (between funds or different departments)
   - B) Supplemental appropriation (new funds requested from new revenue sources)
   - C) Use of Cash Reserves (fund request from reserves)
   - D) Intra-departmental transfer (within department budget)

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

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<td>$800.00</td>
<td>$800.00</td>
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<tr>
<td>Lodging</td>
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<td>25110-20428-72680-200</td>
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<td>$368.00</td>
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<td>(S2,040.00)</td>
<td>(S2,040.00)</td>
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<td>TOTAL - EXPENDITURES</td>
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<tr>
<td>TOTAL - REVENUE (PLUS)</td>
<td>$0.00</td>
<td>$2,040.00</td>
<td>$2,040.00</td>
</tr>
<tr>
<td>GRAND TOTALS (NET EFFECT)</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

5. Reasons For the Budget Adjustment Requests:
   - Increase budget to accept $2,040.00 Sub-Grant Agreement HM-IMP-0579-16-03-Donna Ana County from the New Mexico Department of Homeland Security and Emergency Management.

6. Approval Requested By: [Signature]
   - (Department Head Signature Required)
   - Date: 1-15-19

7. Approved By Budget Office: [Signature]
   - Date: 1-18-19

8. Approved By Finance Director: [Signature]
   - Date: 1-25-19

9. Approved By County Manager: [Signature]
   - (Resolution Number)
   - Date:
Education & Exhibits

Education

The Hazmat Conference is recognized as a high quality, in-depth conference with cutting edge educational programs designed for professionals at all levels of experience. For over 30 years the Hazmat Conference has offered informative sessions and unique hands-on training designed to tackle the most pressing issues facing hazmat professionals.

*Classes will be posted in spring of 2019.*

Who Should Attend

- Hazmat response teams and Emergency planning committees
- EMS managers and planners
- Regulatory compliance specialists
- Power- and utility-industry staff
- Maritime-industry personnel
- State emergency response commissions
- Transportation and distribution personnel
- Counter-terrorism professionals and specialists
- Environmental and emergency staff from federal facilities
- First responders from fire, EMS and law enforcement agencies
Exhibitors are already signing up. Check out the Hazmat floorplan (http://s36.a2zinc.net/clients/IAFC/HAZMAT18/Public/eventmap.aspx). More than 100 exhibitors will be on hand to provide a comprehensive look at recent advances in the hazmat industry and discuss current product enhancements and the latest innovations.


"The Hazmat Conference is the premier conference in the U.S. for hazardous materials responders. This conference offers the most experienced speakers, up-to-date information and the best hands-on training."

RICK EDINGER
Battalion Chief, Chesterfield County (VA) Fire & EMS

Sign-up to get updates on IAFC conferences and fire & emergency service topics you're interested in by email.

SUBSCRIBE (HTTP://IAFC.INFORMZ.NET/IAFC/DEFAULT.ASP?FID=725)
TITLE OF AGENDA ITEM TO BE CONSIDERED

PURCHASE AND SETTING OF MOBILE HOUSING UNITS AT DOÑA ANA FIRE STATION #1 AND ANTHONY FIRE STATION #2

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

Doña Ana County Fire and Emergency Services is requesting approval to purchase and set mobile housing units at the Doña Ana Fire Station and the Anthony Fire Station in order to allow adequate sleeping quarters and rest areas for firefighters on 24-hour work shifts to include paid staff and volunteer. The mobile homes will be purchased and set in place through LC Structural utilizing the CES contract 18-03B-G1011-ALL. The item was approved by the Fire Tax Board at a cost not to exceed $335,000.00. The cost includes architectural services, the mobile homes, the setting of the mobile homes, and furnishings. In addition we request signature authority be delegated to County Manager for related contract documents, change orders, and amendments.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Cost Estimate
Architectural Proposal
LC Structural Proposal
Furnishing Estimate
Signature approval from Fire Tax Board

SUMMARY OF FINANCIAL IMPACT

Total cost not to exceed $335,000.00. Purchase will be from the Fire Excise Tax. There are sufficient funds within the FY19 budget to cover purchase.

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
The mission of the fire service is to provide adequate fire protection to the unincorporated areas of Doña Ana County. The purpose of purchasing the two manufactured buildings, which will be set up at stations one and two will serve to provide overnight accommodations for personnel providing coverage to the residents overnight and periods where shifts are created for the purpose of ensuring response.

Doña Ana County Fire and Emergency Services is requesting approval to purchase and set mobile housing units at the Dona Ana Fire Station and the Anthony Fire Station in order to allow adequate sleeping quarters and rest areas for firefighters on 24-hour work shifts to include paid staff and volunteer.

Fire Tax Board approved the cost: $325,777.05 (Not to exceed 335,000.00) for both Station One and Two.
# Doña Ana County Fire & Emergency Services

**COST ESTIMATE FOR (2) MANUFACTURED HOMES**

Doña Ana Station One, Anthony Station Two

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Cost (ea)</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural Services</td>
<td>1</td>
<td>$17,210.00</td>
<td>$17,210.00</td>
</tr>
<tr>
<td>Doña Ana Fire Station MH</td>
<td>1</td>
<td>$124,549.10</td>
<td>$124,549.10</td>
</tr>
<tr>
<td>Anthony Fire Station MH</td>
<td>1</td>
<td>$145,001.95</td>
<td>$145,001.95</td>
</tr>
<tr>
<td>Living Quarters/Furnishings (both stations)</td>
<td>2</td>
<td>$18,458.00</td>
<td>$36,916.00</td>
</tr>
<tr>
<td>Bedding Sets</td>
<td>8</td>
<td>$75.00</td>
<td>$600.00</td>
</tr>
<tr>
<td>Small Kitchen Appliances, Cookware, Serveware (both stations)</td>
<td>2</td>
<td>$750.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td></td>
<td><strong>$325,777.05</strong></td>
<td></td>
</tr>
</tbody>
</table>

Incidentals (EXTRA) $9,222.95

**TOTAL:** **$335,000.00**
Dear Mr. Ornelas,

Thank you for allowing Studio D Architects the opportunity to provide a proposal for Architectural/Engineering services for your project. We appreciate the opportunity to work with you, and we feel that our previous experience in working with DAC will be beneficial to this project.

This letter outlines our revised basic services and fee proposal. Should you have any questions, please do not hesitate to call.

**SCOPE OF WORK**

Doña Ana County would like to install two pre-manufactured mobile home units, one each at the Anthony Fire Station and Doña Ana Fire Station, that will serve as housing units for on-shift firefighters during remodel work that will be taking place at the main fire station buildings. The scope of this work will consist of showing a location and pad for the new mobile home units and to provide adequate electrical and plumbing services to the building and any other engineering or design requirements as needed for the installation of these units at each site.

**SCOPE OF SERVICES**

**Architect’s Responsibilities for Design/Documentation Work**

Studio D Architects will provide Architectural and Engineering Design and Documentation (Basic Services) necessary to convey the design intent, facility function and construction methodologies of the project to contractors for the purposes of construction.

Studio D Architects will meet with the Owner and owner assigned General Contractor to develop location and requirements for the project. We will provide final site plans and any other design information as necessary to illustrate the functional nature of the project, and to obtain a Building Permit. Studio D will exercise reasonable professional efforts and judgement to interpret applicable accessibility codes and other local and national building codes and will design the project accordingly. Studio D will meet and/or correspond with these agencies as required to review minimum requirements for this project. The services shall include design by a registered Mechanical/Electrical/Plumbing (MEP) engineering firm, who will also coordinate with the equipment vendor.

This proposal does not include bidding/negotiations as it is understood that Studio D will be working with a pre-selected Contractor to complete the documents.
**Owner's Responsibilities**

The Owner will make available any documentation on the existing site to the Architect for his use. The Owner shall be responsible for providing all information regarding equipment and other Owner Furnished, Owner Installed items that will be included in the project.

**COMPENSATION FOR SERVICES**

**Architectural Basic Design/Documentation Services Fee**

Studio D Architects proposes compensation for the design services on a lump sum basis. The fee for Architectural/Engineering Basic Design and Documentation services shall be based on the scope of work outlined above. Significant differences to the scope of work shall be negotiated accordingly.

**The fee for the DAC Anthony and Doña Ana Fire Station Mobile Units shall be:**

DAC Anthony Fire Station Mobile Unit documentation is to be Eight Thousand and no/100 dollars ($8,000.00), plus New Mexico Gross Receipts Tax.

\[
\text{Total Design Fee of Sixteen Thousand and no/100 ($16,000) plus NMGRT.}
\]

All invoicing will be based on the following percentages for services performed:

<table>
<thead>
<tr>
<th>Service</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Analysis</td>
<td>10%</td>
</tr>
<tr>
<td>Construction Documents</td>
<td>80%</td>
</tr>
<tr>
<td>Construction Administration</td>
<td>10%</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
</tr>
</tbody>
</table>

**Additional Services**

For services outside of those listed above, performed by the Architect, at the Owner's request. Studio D shall be compensated on an hourly basis at the rates listed below:

- Principal: $185.00/hour
- Project Architect: $100.00/hour
- Project Manager: $85.00/hour
- CAD Technician: $60.00/hour
- Clerical: $35.00/hour
- Consultant: Consultant's Billing Rate

**Reimbursable Expenses**

Studio D shall be compensated for all normal expenses associated with the project. Reimbursable expenses shall be industry standard and include, but not limited to the following costs: printing, plotting, courier and delivery services, travel, photograph and developing, and other project related costs. Printing associated with Bidding will also be billed as a reimbursable. Reimbursement shall be at the rate of one point two (1.2) times the actual cost incurred.
Should this proposal meet with your approval, please sign the attached authorization to proceed. This document shall serve as the basis for our contract for services.

Once again, thank you for this opportunity to propose services on this project. Should you have any questions concerning the content of this document or otherwise, please feel free to call.

Sincerely,

Abelardo Natividad
Studio D Architects
AUTHORIZATION TO PROCEED

The Owner authorizes Studio D to begin work associated with the DAC Anthony and Doña Ana FS Mobile Units project and agrees to compensate Studio D for those services as described in this proposal for professional services.

This document will suffice to begin work on the project.

Thank you again. Call if you have questions.

Owner Authorization:

Name:

Title:

Date:
January 10, 2019

Proposal to set Mobile Housing Units at Dona Ana Fire Station

SOW

Site Prep:
Grub and Clear
Scar Fire and Compact (6”)
Add 6” of base course and Grade and Compact $6,890.00

New Electrical Service to Mobile Housing $10,243.63

New Septic System $18,200.00

Plumbing (sewer, water and LP Gas) tie into new Mobile Housing Unit $7,540.00
(Dona Ana County to provide LP Tank)

Mobile Housing Unit (Oakwood Model # ULT16764C) $73,800.00

Labor and Materials $116,673.63
NMGRT 6.7500% $7,875.47
Total Cost $124,549.10
January 10, 2019

Proposal to set Mobile Housing Units at Anthony Fire Station

SOW

Site Prep:
Grub and Clear
Scar Fire and Compact (6")
Add 6" of base course and Grade and Compact  $ 8,060.00

New Electrical Service to Mobile Housing  $19,756.49

New Septic System  $18,200.00

Plumbing (sewer, water and LP Gas) tie into new Mobile Housing Unit
(Dona Ana County to provide LP Tank)  $12,480.00

Mobile Housing Unit (Oakwood Model #ULT16764C)  $75,300.00

Labor and Materials  $133,796.49
NMGRT 8.3750%  $ 11,205.46
Total Cost  $145,001.95

Respectfully Submitted
Johnny Tapia
### Doña Ana County Fire & Emergency Services

#### COST ESTIMATE FOR (2) MANUFACTURED HOMES

**Doña Ana Station One, Anthony Station Two**

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Cost (ea)</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firehouse Collection Student Desk</td>
<td>4</td>
<td>$405.00</td>
<td>$1,620.00</td>
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<tr>
<td>Steel Collection Duty Desk</td>
<td>8</td>
<td>$360.00</td>
<td>$2,880.00</td>
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<tr>
<td>Bunkie Board</td>
<td>16</td>
<td>$60.00</td>
<td>$960.00</td>
</tr>
<tr>
<td>Duty-Built Commercial Dining Chair - Wood Set</td>
<td>20</td>
<td>$79.00</td>
<td>$1,580.00</td>
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<tr>
<td>Firehouse Collection Drawer Table</td>
<td>8</td>
<td>$239.00</td>
<td>$1,912.00</td>
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<tr>
<td>Firehouse Collection Wardrobe - Large</td>
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<td>$699.00</td>
<td>$5,592.00</td>
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<tr>
<td>Firehouse Collection Wardrobe - Small</td>
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<td>$499.00</td>
<td>$3,992.00</td>
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<tr>
<td>Firehouse Collection Twin</td>
<td>16</td>
<td>$309.00</td>
<td>$4,944.00</td>
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<tr>
<td>The Ultimate Firefighter Recliner ™</td>
<td>6</td>
<td>$749.00</td>
<td>$4,494.00</td>
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<tr>
<td>The Ultimate Firefighter Recliner ™ Double Reclining Sofa</td>
<td>2</td>
<td>$1,599.00</td>
<td>$3,198.00</td>
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<tr>
<td>The Recovery Bed FF Ed. - Lieutenant 12&quot; Heavy-Duty Innerspring Mattress with Latex Foam</td>
<td>16</td>
<td>$359.00</td>
<td>$5,744.00</td>
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**TOTAL:** $36,916.00
Approve Funding for the purchase and installation of two manufactured homes at the Dona Ana/Anthony Fire Stations

December 17, 2018

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<td>Garfield</td>
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<tr>
<td>2</td>
<td>Radium Springs</td>
<td>Dona Ana</td>
<td>Lee</td>
</tr>
<tr>
<td>3</td>
<td>NMSU</td>
<td>Fairacres</td>
<td></td>
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<tr>
<td>4</td>
<td>Las Alturas</td>
<td>Organ</td>
<td>Arnold</td>
</tr>
<tr>
<td>5</td>
<td>Mesquite</td>
<td>South Valley</td>
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<tr>
<td>6</td>
<td>Chamberino</td>
<td>La Mesa</td>
<td></td>
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<tr>
<td>7</td>
<td>Chaparral</td>
<td>Anthony</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Santa Teresa</td>
<td>La Union</td>
<td></td>
</tr>
</tbody>
</table>

Nicholas Hempel – Fire Chief
Chair

Date: 12/17/19
TITLE OF AGENDA ITEM TO BE CONSIDERED

ADDITIONAL FUNDING FOR THE FIRE AND EMERGENCY SERVICES ADMINISTRATION BUILDING PARKING LOT IMPROVEMENTS

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

Additional funding was requested from Fire Tax Board for the Fire and Emergency Services Administration building parking lot improvements. The item was previously approved by Board of County Commissioners on November 27, 2018, not to exceed $500,000.00. When the project was taken to Fire Tax the first time, the NMGRT tax was not included. The project cost, including NMGRT is $525,005.05. Fire Tax Board approved an additional $90,294.70 to cover the tax and any additional costs that may occur while the construction is being completed. Additionally, we are requesting authorization for the County Manager to have signature authority over the related contract documents, amendments, and renewals as necessary.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Architect Letter for Renegade Construction
Fire Tax Approval

SUMMARY OF FINANCIAL IMPACT

Total bid project proposal is $525,005.05 including GRT. Budget for proposal plus potential contingency is currently available in the Fire Protection Expense Fund.

ADMINISTRATIVE REVIEW AND APPROVAL

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

DOCUMENT CONTROL

Original/s for signature? __ Yes X No For Recording? __ Yes X 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
November 12, 2018
Revised: January 29, 2019

Mr. Nicholas Hempel
Fire Chief
1430 Portland Drive,
Las Cruces, New Mexico 88001
(575) 647 - 7921
nicholash@donaanacounty.org

RE: RECOMMENDATION REGARDING AWARD OF CONSTRUCTION CONTRACT FOR THE DAC FIRE & EMERGENCY SERVICES ADMIN. BUILDING PARKING LOT IMPROVEMENTS PROJECT

Dear Mr. Hempel,

On November 7, 2018 bids were opened for the DAC Fire & Emergency Services Admin Building Parking Lot Improvements Project at 1430 Portland Drive, Las Cruces New Mexico 88007. At the time of bid opening, seven bids were received for the project, and all bid packages were preliminarily determined to be complete. The Base Bids ranged from four hundred seventy-seven thousand, three hundred forty-five and 66/100 dollars ($477,345.66) to seven hundred seventy-five thousand, nine hundred twenty-five, and 0/100 dollars ($775,925.00). There was one Additive Alternative associated with the project. Additive Alternative No. 1 ranged from four thousand, seven-five and 0/100 dollars ($4,075.00) to nine thousand, two hundred ninety-one and 0/100 ($9,291.00).

Based on a review of the base bid, Renegade Construction LLC. has been identified as the responsive, low bidder with a base bid amount of four hundred seventy-seven thousand, three hundred forty-five and 66/100 dollars ($477,345.66). With the Resident Bidder Preference and Veteran Bidder Preference applied to the applicable bids, Renegade Construction LLC. remained the responsive low bidder.

Based on the amount of allowable funding, SMA recommends awarding Renegade Construction LLC. the base bid amount of four hundred seventy-seven thousand, three hundred forty-five and 66/100 dollars ($477,345.66) and the Additive Alternative No. 1 amount of seven thousand, three hundred sixty-seven and 60/100 dollars ($7,367.60) for a Total Contract Amount of four hundred eighty-four thousand, seven hundred thirteen and 26/100 dollars ($484,713.26) without NM Gross Tax Receipt.

Pending the funding agencies’ concurrence, Doña Ana County should “tentatively” award the construction contract to Renegade Construction LLC. Doña Ana County must obtain an opinion from their legal representative that the bidding procedures met applicable State law. This document along with the Bid Tabulation, SMA’s evaluation of the bids and recommendation for award will need to be submitted to the funding agency for review and concurrence.
Once authorization is received, the Notice of Award will be submitted to the contractor. The contractor will then have 15 days to deliver the Agreement, fully executed by Bidder, insurance, performance and payment bonds. After Doña Ana County receives all items from the Contractor, the Notice to Proceed and Agreement between Owner and Contractor can be signed by the Doña Ana County and sent to the Contractor.

Please feel free to contact either of the undersigned if you have any questions or concerns related to this recommendation of award.

Sincerely,

MILLER ENGINEERS, INC. D/B/A
SOUDER, MILLER AND ASSOCIATES

Sarah Garduño, EIT
Engineer In Training, II
sarah.garduño@soudermiller.com

Paul J. Pompeo, P.E.
Senior Engineer II
paul.pompeo@soudermiller.com

Enclosures: Renegade Construction LLC.'s Bid package.
Bid Tabulation
Approve additional funding for the revitalization of the parking lot at the Fire Administration Training and Resource Facility for Dona Ana County Fire and Emergency Services.

Special Meeting – January 28, 2019

<table>
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<tr>
<th>Region</th>
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<th>Secondary</th>
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<td>Garfield</td>
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<td>Fairacres</td>
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</tr>
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<td>4</td>
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<td>Las Alturas</td>
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</tr>
<tr>
<td>5</td>
<td>South Valley</td>
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<td>La Mesa</td>
<td>Chamberino</td>
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<td>7</td>
<td>Anthony</td>
<td>Chaparral</td>
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</tr>
<tr>
<td>8</td>
<td>La Union</td>
<td>Santa Teresa</td>
<td></td>
</tr>
</tbody>
</table>

Nicholas Hempel – Fire Chief
Chair

Date: 1/28/19
## TITLE OF AGENDA ITEM TO BE CONSIDERED
SECOND QUARTER BUDGET UPDATE

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

Second quarter budget update.

## DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Presentation

## SUMMARY OF FINANCIAL IMPACT

None

## ADMINISTRATIVE REVIEW AND APPROVAL

<table>
<thead>
<tr>
<th>AD</th>
<th>Finance</th>
<th>Legal</th>
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<tr>
<td></td>
<td>Purchasing</td>
<td>Human Resources</td>
</tr>
<tr>
<td></td>
<td>Planning</td>
<td>Other</td>
</tr>
</tbody>
</table>

County Manager/Agenda Review

Assistant County Manager

## 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
MID-YEAR BUDGET UPDATE

February 12, 2019
## Budget Recapitulation as of 12/31/2018

<table>
<thead>
<tr>
<th></th>
<th>Begin Cash 7/1/18</th>
<th>Revenues</th>
<th>Transfers</th>
<th>Expenditures</th>
<th>Adjustments</th>
<th>End Cash 12/31/18</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Fund</strong></td>
<td>30,230,331</td>
<td>43,812,909</td>
<td>(6,070,959)</td>
<td>24,983,537</td>
<td>(1,012,089)</td>
<td>41,976,655</td>
</tr>
<tr>
<td><strong>Special Revenue</strong></td>
<td>24,036,600</td>
<td>22,985,203</td>
<td>(6,920,791)</td>
<td>14,272,840</td>
<td>(242,775)</td>
<td>25,585,396</td>
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<tr>
<td><strong>Road</strong></td>
<td>927,254</td>
<td>1,688,313</td>
<td>2,212,580</td>
<td>2,490,316</td>
<td>496,094</td>
<td>2,833,924</td>
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<tr>
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<td>1,417,523</td>
<td>4,940,073</td>
<td>7,274,101</td>
<td>12,757,858</td>
<td>(400,736)</td>
<td>473,102</td>
</tr>
<tr>
<td><strong>Health</strong></td>
<td>4,928,183</td>
<td>3,605,236</td>
<td>-</td>
<td>2,591,302</td>
<td>7,629</td>
<td>5,949,747</td>
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<tr>
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<td>3,001,184</td>
<td>514,416</td>
<td>1,329,174</td>
<td>817,910</td>
<td>(308,985)</td>
<td>3,717,878</td>
</tr>
<tr>
<td><strong>Debt Service</strong></td>
<td>1,373,971</td>
<td>290,999</td>
<td>1,008,388</td>
<td>1,098,047</td>
<td>-</td>
<td>1,575,311</td>
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<tr>
<td><strong>Enterprise</strong></td>
<td>1,168,260</td>
<td>946,447</td>
<td>405,535</td>
<td>787,680</td>
<td>(111,631)</td>
<td>1,620,930</td>
</tr>
<tr>
<td><strong>Internal Service</strong></td>
<td>320,060</td>
<td>710,555</td>
<td>950,000</td>
<td>1,258,005</td>
<td>3,177</td>
<td>725,786</td>
</tr>
<tr>
<td><strong>Trust &amp; Agency</strong></td>
<td>1,279,825</td>
<td>181,984</td>
<td>(188,027)</td>
<td>-</td>
<td>25,699,569</td>
<td>26,973,352</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td>68,683,191</td>
<td>79,676,135</td>
<td>-</td>
<td>61,057,496</td>
<td>24,130,252</td>
<td>111,432,081</td>
</tr>
</tbody>
</table>

*Note: $27 million in ending cash is not available. It is pending distributions to other governmental entities.*
## Total Revenues by Type

<table>
<thead>
<tr>
<th>Source of Revenue</th>
<th>As of 12/31/2017</th>
<th>Adjusted Budget</th>
<th>As of 12/31/2018</th>
<th>% Realized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Taxes</td>
<td>26,333,281</td>
<td>42,756,232</td>
<td>26,887,253</td>
<td>63%</td>
</tr>
<tr>
<td>Taxes (Flood &amp; Gasoline)</td>
<td>1,836,143</td>
<td>2,685,700</td>
<td>1,899,394</td>
<td>71%</td>
</tr>
<tr>
<td>Fees &amp; Service charges</td>
<td>9,254,929</td>
<td>21,543,503</td>
<td>8,107,378</td>
<td>38%</td>
</tr>
<tr>
<td>Gross Receipt Tax</td>
<td>23,294,121</td>
<td>44,556,031</td>
<td>25,470,424</td>
<td>57%</td>
</tr>
<tr>
<td>Penalty &amp; Interest</td>
<td>544,055</td>
<td>1,018,944</td>
<td>500,970</td>
<td>49%</td>
</tr>
<tr>
<td>Investment Income</td>
<td>365,949</td>
<td>575,376</td>
<td>744,085</td>
<td>129%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>1,255,329</td>
<td>5,282,920</td>
<td>1,593,781</td>
<td>30%</td>
</tr>
<tr>
<td>Grants</td>
<td>3,139,525</td>
<td>33,955,920</td>
<td>14,472,850</td>
<td>43%</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>66,023,331</strong></td>
<td><strong>152,374,625</strong></td>
<td><strong>79,676,135</strong></td>
<td><strong>52%</strong></td>
</tr>
</tbody>
</table>
### Gross Receipts Tax

<table>
<thead>
<tr>
<th></th>
<th>Adjusted Budget</th>
<th>As of 12/31/2018</th>
<th>% Realized</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1st 1/8th</strong></td>
<td>4,691,897</td>
<td>2,513,541</td>
<td>54%</td>
</tr>
<tr>
<td><strong>1/16th (DASO/Fire)</strong></td>
<td>2,345,949</td>
<td>1,256,770</td>
<td>54%</td>
</tr>
<tr>
<td><strong>2nd/3rd 1/8th (Health/Indigent)</strong></td>
<td>9,383,794</td>
<td>5,026,495</td>
<td>54%</td>
</tr>
<tr>
<td><strong>Hold Harmless</strong></td>
<td>12,969,603</td>
<td>6,893,976</td>
<td>53%</td>
</tr>
<tr>
<td><strong>Environmental</strong></td>
<td>779,101</td>
<td>485,248</td>
<td>62%</td>
</tr>
<tr>
<td><strong>Fire Tax</strong></td>
<td>1,558,299</td>
<td>970,528</td>
<td>62%</td>
</tr>
<tr>
<td><strong>Detention</strong></td>
<td>4,534,083</td>
<td>2,432,251</td>
<td>54%</td>
</tr>
<tr>
<td><strong>Spaceport</strong></td>
<td>2,195,653</td>
<td>1,153,167</td>
<td>53%</td>
</tr>
<tr>
<td><strong>1/16th Medicaid</strong></td>
<td>2,420,000</td>
<td>1,060,797</td>
<td>44%</td>
</tr>
<tr>
<td><strong>Equalization</strong></td>
<td>3,677,652</td>
<td>3,677,652</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td>44,556,031</td>
<td>25,470,424</td>
<td>57%</td>
</tr>
</tbody>
</table>
## Total Expenditures by Type

<table>
<thead>
<tr>
<th></th>
<th>As of 12/31/2017</th>
<th>Adjusted Budget</th>
<th>As of 12/31/2018</th>
<th>% Realized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Costs</td>
<td>28,278,894</td>
<td>59,235,933</td>
<td>28,218,404</td>
<td>48%</td>
</tr>
<tr>
<td>Operating Costs</td>
<td>20,292,356</td>
<td>59,016,470</td>
<td>21,482,255</td>
<td>36%</td>
</tr>
<tr>
<td>Capital</td>
<td>3,912,529</td>
<td>17,129,817</td>
<td>1,135,128</td>
<td>7%</td>
</tr>
<tr>
<td>Debt Service</td>
<td>3,043,372</td>
<td>2,266,971</td>
<td>1,110,462</td>
<td>49%</td>
</tr>
<tr>
<td>Grants</td>
<td>3,298,059</td>
<td>27,409,166</td>
<td>9,111,248</td>
<td>33%</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>58,825,211</strong></td>
<td><strong>165,058,355</strong></td>
<td><strong>61,057,496</strong></td>
<td><strong>37%</strong></td>
</tr>
</tbody>
</table>
## General Fund - Revenues

<table>
<thead>
<tr>
<th></th>
<th>Adjusted Budget</th>
<th>As of 12/31/2018</th>
<th>% Realized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Taxes</td>
<td>42,294,629</td>
<td>26,599,635</td>
<td>63%</td>
</tr>
<tr>
<td>Gross Receipt Tax</td>
<td>23,685,101</td>
<td>14,341,939</td>
<td>61%</td>
</tr>
<tr>
<td>Fees &amp; Service charges</td>
<td>4,587,927</td>
<td>1,494,216</td>
<td>33%</td>
</tr>
<tr>
<td>Penalty &amp; Interest</td>
<td>952,000</td>
<td>470,976</td>
<td>50%</td>
</tr>
<tr>
<td>Payment in Lieu of Taxes</td>
<td>3,140,000</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>485,514</td>
<td>452,516</td>
<td>94%</td>
</tr>
<tr>
<td>Investment Income</td>
<td>327,368</td>
<td>453,577</td>
<td>139%</td>
</tr>
<tr>
<td>Grants</td>
<td>37,836</td>
<td>50</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td>75,510,375</td>
<td>43,812,909</td>
<td>58%</td>
</tr>
</tbody>
</table>
## General Fund Departments Expenditures

<table>
<thead>
<tr>
<th>Elected Officials</th>
<th>Adjusted Budget</th>
<th>As of 12/31/2018</th>
<th>% Realized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessor</td>
<td>2,025,241</td>
<td>1,016,371</td>
<td>50%</td>
</tr>
<tr>
<td>Clerk</td>
<td>2,125,503</td>
<td>1,076,289</td>
<td>51%</td>
</tr>
<tr>
<td>Commissioner</td>
<td>821,527</td>
<td>386,792</td>
<td>47%</td>
</tr>
<tr>
<td>Probate</td>
<td>101,973</td>
<td>49,194</td>
<td>48%</td>
</tr>
<tr>
<td>Treasurer</td>
<td>1,007,385</td>
<td>484,583</td>
<td>48%</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>6,081,629</strong></td>
<td><strong>3,013,231</strong></td>
<td><strong>50%</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Administration</th>
<th>Adjusted Budget</th>
<th>As of 12/31/2018</th>
<th>% Realized</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Manager</td>
<td>3,260,919</td>
<td>1,747,972</td>
<td>54%</td>
</tr>
<tr>
<td>County Auditor</td>
<td>118,422</td>
<td>63,202</td>
<td>53%</td>
</tr>
<tr>
<td>Financial Services</td>
<td>1,955,178</td>
<td>913,113</td>
<td>47%</td>
</tr>
<tr>
<td>Human Resources</td>
<td>2,056,540</td>
<td>911,213</td>
<td>44%</td>
</tr>
<tr>
<td>Information Technology</td>
<td>3,819,032</td>
<td>1,533,588</td>
<td>40%</td>
</tr>
<tr>
<td>Legal</td>
<td>924,664</td>
<td>464,198</td>
<td>50%</td>
</tr>
<tr>
<td>Public Information</td>
<td>505,681</td>
<td>237,513</td>
<td>47%</td>
</tr>
<tr>
<td>Risk Management</td>
<td>5,598,567</td>
<td>1,029,770</td>
<td>18%</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>18,239,002</strong></td>
<td><strong>6,900,568</strong></td>
<td><strong>38%</strong></td>
</tr>
<tr>
<td>Community Services</td>
<td>Adjusted Budget</td>
<td>As of 12/31/2018</td>
<td>% Realized</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>-----------------</td>
<td>------------------</td>
<td>------------</td>
</tr>
<tr>
<td>Animal Control</td>
<td>2,193,110</td>
<td>1,100,621</td>
<td>51%</td>
</tr>
<tr>
<td>Codes Enforcement</td>
<td>202,074</td>
<td>76,647</td>
<td>38%</td>
</tr>
<tr>
<td>Community Development</td>
<td>2,027,339</td>
<td>834,678</td>
<td>41%</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>4,422,523</strong></td>
<td><strong>2,011,946</strong></td>
<td><strong>45%</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Public Works</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities &amp; Parks</td>
<td>3,984,481</td>
<td>1,630,571</td>
<td>41%</td>
</tr>
<tr>
<td>Fairgrounds</td>
<td>249,573</td>
<td>112,814</td>
<td>45%</td>
</tr>
<tr>
<td>Vector Control</td>
<td>330,262</td>
<td>171,288</td>
<td>52%</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>4,564,316</strong></td>
<td><strong>1,914,673</strong></td>
<td><strong>42%</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Public Safety</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheriff</td>
<td>19,791,388</td>
<td>8,840,838</td>
<td>45%</td>
</tr>
<tr>
<td>Fire</td>
<td>1,999,511</td>
<td>794,583</td>
<td>40%</td>
</tr>
<tr>
<td>Office of Emergency Management</td>
<td>351,620</td>
<td>60,619</td>
<td>17%</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>22,142,519</strong></td>
<td><strong>9,696,040</strong></td>
<td><strong>44%</strong></td>
</tr>
</tbody>
</table>
Sheriff

- Main Sources of Revenue: The Board has dedicated the first $\frac{1}{8}$th Hold Harmless GRT and $\frac{7}{12}$th of the $\frac{1}{16}$th County Local GRT

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Adjusted Budget</th>
<th>As of 12/31/2018</th>
<th>% Realized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fees &amp; Service Charges</td>
<td>187,000</td>
<td>89,878</td>
<td>48%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>11,100</td>
<td>3,000</td>
<td>27%</td>
</tr>
<tr>
<td>Investment Income</td>
<td>20,000</td>
<td>42,948</td>
<td>214%</td>
</tr>
<tr>
<td>Grand Total</td>
<td>218,100</td>
<td>135,826</td>
<td>62%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Adjusted Budget</th>
<th>As of 12/31/2018</th>
<th>% Realized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Costs</td>
<td>16,840,842</td>
<td>7,875,138</td>
<td>47%</td>
</tr>
<tr>
<td>Operating Costs</td>
<td>2,849,980</td>
<td>965,700</td>
<td>34%</td>
</tr>
<tr>
<td>Capital</td>
<td>100,566</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>Grand Total</td>
<td>19,791,388</td>
<td>8,840,838</td>
<td>45%</td>
</tr>
</tbody>
</table>

- Restricted Funding – Law Enforcement Protection Fund

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Adjusted Budget</th>
<th>As of 12/31/2018</th>
<th>% Realized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td>105,000</td>
<td>105,839</td>
<td>101%</td>
</tr>
<tr>
<td>Expenditure</td>
<td>112,918</td>
<td>-</td>
<td>0%</td>
</tr>
</tbody>
</table>
Main Sources of Revenue: The Board has dedicated 5/12\textsuperscript{th} of the 1/16\textsuperscript{th} County Local GRT Fees & Service Charges to 79,650 as of 12/31/2018, realizing 61%. Miscellaneous expenses amount to 300, with a realization rate of 161%. Investment Income reaches 2,800, achieving a 209% realized rate.

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Adjusted Budget</th>
<th>As of 12/31/2018</th>
<th>% Realized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fees &amp; Service Charges</td>
<td>79,650</td>
<td>48,548</td>
<td>61%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>300</td>
<td>482</td>
<td>161%</td>
</tr>
<tr>
<td>Investment Income</td>
<td>2,800</td>
<td>5,839</td>
<td>209%</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>82,750</strong></td>
<td><strong>54,870</strong></td>
<td><strong>66%</strong></td>
</tr>
</tbody>
</table>

Personnel Costs total 1,727,998, with a 43% realized amount as of 12/31/2018. Operating Costs amount to 271,513, achieving 19% realization.

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Adjusted Budget</th>
<th>As of 12/31/2018</th>
<th>% Realized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Costs</td>
<td>1,727,998</td>
<td>742,058</td>
<td>43%</td>
</tr>
<tr>
<td>Operating Costs</td>
<td>271,513</td>
<td>52,525</td>
<td>19%</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>1,999,511</strong></td>
<td><strong>794,583</strong></td>
<td><strong>40%</strong></td>
</tr>
</tbody>
</table>

Restricted Funding – Fire Excise Tax

<table>
<thead>
<tr>
<th></th>
<th>Adjusted Budget</th>
<th>As of 12/31/2018</th>
<th>% Realized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td>1,618,659</td>
<td>1,036,037</td>
<td>64%</td>
</tr>
<tr>
<td>Expenditure</td>
<td>4,006,000</td>
<td>223,832</td>
<td>6%</td>
</tr>
</tbody>
</table>
# Road

**Main Sources of Revenue: Gasoline Tax and Motor Vehicle Fees & Service charges**

<table>
<thead>
<tr>
<th>Source</th>
<th>Adjusted Budget</th>
<th>As of 12/31/2018</th>
<th>% Realized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fees &amp; Service charges</td>
<td>1,497,257</td>
<td>872,872</td>
<td>58%</td>
</tr>
<tr>
<td>Taxes</td>
<td>625,000</td>
<td>347,957</td>
<td>56%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>20,887</td>
<td>239</td>
<td>1%</td>
</tr>
<tr>
<td>Investment Income</td>
<td>17,000</td>
<td>15,725</td>
<td>93%</td>
</tr>
<tr>
<td>LGRF Grants</td>
<td>1,448,369</td>
<td>451,520</td>
<td>31%</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>3,608,513</strong></td>
<td><strong>1,688,313</strong></td>
<td><strong>47%</strong></td>
</tr>
</tbody>
</table>

**Expenditures**

<table>
<thead>
<tr>
<th>Expenditure</th>
<th>Adjusted Budget</th>
<th>As of 12/31/2018</th>
<th>% Realized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Costs</td>
<td>3,094,304</td>
<td>1,460,389</td>
<td>47%</td>
</tr>
<tr>
<td>Operating Costs</td>
<td>3,126,073</td>
<td>1,020,832</td>
<td>33%</td>
</tr>
<tr>
<td>Capital</td>
<td>3,350</td>
<td>9,094</td>
<td>271%</td>
</tr>
<tr>
<td>LGRF Grants</td>
<td>1,931,158</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>LGRF Road’s Initiative</td>
<td>5,700,000</td>
<td>530,349</td>
<td>9%</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>13,854,885</strong></td>
<td><strong>3,020,664</strong></td>
<td><strong>22%</strong></td>
</tr>
</tbody>
</table>
## Health

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Adjusted Budget</th>
<th>As of 12/31/2018</th>
<th>% Realized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gross Receipt Tax</td>
<td>3,691,897</td>
<td>2,013,247</td>
<td>55%</td>
</tr>
<tr>
<td>1/16&lt;sup&gt;th&lt;/sup&gt; Medicaid</td>
<td>2,420,000</td>
<td>1,060,797</td>
<td>44%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>19,8000</td>
<td>1,200</td>
<td>6%</td>
</tr>
<tr>
<td>Investment Income</td>
<td>35,049</td>
<td>47,906</td>
<td>137%</td>
</tr>
<tr>
<td>Grants</td>
<td>1,205,760</td>
<td>482,087</td>
<td>40%</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>7,372,506</strong></td>
<td><strong>3,605,237</strong></td>
<td><strong>49%</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Adjusted Budget</th>
<th>As of 12/31/2018</th>
<th>% Realized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Costs</td>
<td>1,781,382</td>
<td>848,335</td>
<td>48%</td>
</tr>
<tr>
<td>Operating Costs</td>
<td>1,020,804</td>
<td>214,714</td>
<td>21%</td>
</tr>
<tr>
<td>Medicaid Intercept</td>
<td>2,420,000</td>
<td>1,060,797</td>
<td>44%</td>
</tr>
<tr>
<td>Grants</td>
<td>1,108,920</td>
<td>467,456</td>
<td>42%</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>6,331,106</strong></td>
<td><strong>2,591,302</strong></td>
<td><strong>41%</strong></td>
</tr>
</tbody>
</table>

- **Restricted Funding – Indigent**

<table>
<thead>
<tr>
<th></th>
<th>Adjusted Budget</th>
<th>As of 12/31/2018</th>
<th>% Realized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td>5,806,897</td>
<td>3,127,374</td>
<td>54%</td>
</tr>
<tr>
<td>Expenditure</td>
<td>6,235,000</td>
<td>2,974,470</td>
<td>48%</td>
</tr>
</tbody>
</table>
Detention

Main Sources of Revenue: Care of Prisoner Fees and 1/8th Correctional Gross Receipt Tax

### Revenues

<table>
<thead>
<tr>
<th></th>
<th>Adjusted Budget</th>
<th>As of 12/31/2018</th>
<th>% Realized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fees &amp; Service charges</td>
<td>8,704,070</td>
<td>2,343,177</td>
<td>27%</td>
</tr>
<tr>
<td>Gross Receipt Tax</td>
<td>4,534,083</td>
<td>2,432,251</td>
<td>54%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>274,685</td>
<td>161,599</td>
<td>59%</td>
</tr>
<tr>
<td>Investment Income</td>
<td>3,000</td>
<td>3,046</td>
<td>102%</td>
</tr>
<tr>
<td>Grants</td>
<td>40,000</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>13,555,838</strong></td>
<td><strong>4,940,073</strong></td>
<td><strong>36%</strong></td>
</tr>
</tbody>
</table>

### Expenditures

<table>
<thead>
<tr>
<th></th>
<th>Adjusted Budget</th>
<th>As of 12/31/2018</th>
<th>% Realized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Costs</td>
<td>15,066,969</td>
<td>7,595,072</td>
<td>50%</td>
</tr>
<tr>
<td>Operating Costs</td>
<td>10,917,500</td>
<td>5,162,785</td>
<td>47%</td>
</tr>
<tr>
<td>Grants</td>
<td>40,000</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>26,024,469</strong></td>
<td><strong>12,757,857</strong></td>
<td><strong>49%</strong></td>
</tr>
</tbody>
</table>

Restricted Funding – Corrections Fees

<table>
<thead>
<tr>
<th></th>
<th>Adjusted Budget</th>
<th>As of 12/31/2018</th>
<th>% Realized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td>365,500</td>
<td>180,243</td>
<td>49%</td>
</tr>
<tr>
<td>Expenditure</td>
<td>407,599</td>
<td>28,738</td>
<td>7%</td>
</tr>
</tbody>
</table>
## Utilities

- Main Sources of Revenue: Wastewater user charges

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Adjusted Budget</th>
<th>As of 12/31/2018</th>
<th>% Realized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fees &amp; Service charges</td>
<td>1,767,259</td>
<td>906,884</td>
<td>51%</td>
</tr>
<tr>
<td>Penalty &amp; Interest</td>
<td>66,444</td>
<td>29,933</td>
<td>45%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>101,742</td>
<td>1,208</td>
<td>1%</td>
</tr>
<tr>
<td>Investment Income</td>
<td>9,700</td>
<td>8,422</td>
<td>87%</td>
</tr>
<tr>
<td>Grants</td>
<td>1,550,470</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>3,495,615</strong></td>
<td><strong>946,447</strong></td>
<td><strong>27%</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Adjusted Budget</th>
<th>As of 12/31/2018</th>
<th>% Realized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Costs</td>
<td>715,924</td>
<td>362,011</td>
<td>51%</td>
</tr>
<tr>
<td>Operating Costs</td>
<td>1,609,173</td>
<td>397,660</td>
<td>25%</td>
</tr>
<tr>
<td>Debt Service</td>
<td>298,191</td>
<td>12,779</td>
<td>4%</td>
</tr>
<tr>
<td>Capital</td>
<td>225,938</td>
<td>15,230</td>
<td>7%</td>
</tr>
<tr>
<td>Grants</td>
<td>1,809,485</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>4,658,711</strong></td>
<td><strong>787,680</strong></td>
<td><strong>17%</strong></td>
</tr>
</tbody>
</table>

- Restricted Funding – Environmental GRT

<table>
<thead>
<tr>
<th></th>
<th>Adjusted Budget</th>
<th>As of 12/31/2018</th>
<th>% Realized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td>780,401</td>
<td>486,612</td>
<td>62%</td>
</tr>
<tr>
<td>Expenditure</td>
<td>1,642,691</td>
<td>883,820</td>
<td>54%</td>
</tr>
</tbody>
</table>
**Fleet**

- Fleet is an internal service fund that tracks maintenance and fuel costs between departments on a cost reimbursement basis.

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Adjusted Budget</th>
<th>As of 12/31/2018</th>
<th>% Realized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fees &amp; Service charges</td>
<td>1,115,749</td>
<td>429,350</td>
<td>38%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>686,773</td>
<td>281,205</td>
<td>41%</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>1,802,522</strong></td>
<td><strong>710,555</strong></td>
<td><strong>39%</strong></td>
</tr>
</tbody>
</table>

- BOCC Approved Capital:
  - Eight Patrol Units - $576K
  - Construction Equipment - $400K
  - County Vehicles - $265K

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Adjusted Budget</th>
<th>As of 12/31/2018</th>
<th>% Realized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Costs</td>
<td>761,253</td>
<td>318,400</td>
<td>42%</td>
</tr>
<tr>
<td>Operating Costs</td>
<td>1,694,138</td>
<td>914,802</td>
<td>54%</td>
</tr>
<tr>
<td>Capital</td>
<td>1,270,500</td>
<td>24,803</td>
<td>2%</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>43,725,891</strong></td>
<td><strong>1,258,005</strong></td>
<td><strong>34%</strong></td>
</tr>
</tbody>
</table>
APPROVE TRANSFER OF DISPENSER-TYPE LICENSE APPLICATION

This Application (Liquor License #0731 Application #1112354), to the New Mexico Regulation and Licensing Department, Alcohol and Gaming Division, Requests Approval of Transfer of Dispenser-Type Liquor License Application of a Liquor License. The location is 3995 W. Picacho Ave., Las Cruces NM, 88007. The property’s zoning designation allows for the retail sale and distribution of package liquor goods. The transfer of the license is from Guacamole’s, Inc., to R&J’s Liquor License, LLC, dba Elephant Ranch. No protests to the transfer have been received. Pursuant to NMSA 1978 Section 60-6B-4, the Board must hold a public hearing on the application within 45 days of receipt of the application. The attached Notice of Public Hearing has been published in the Las Cruces Sun News. The proposed location is not within 300 feet of a church or school. The BOCC may disapprove the transfer of the license if the transfer would be detrimental to the public health, safety or morals of the residents of the local option district. Disapproval by the BOCC on public health, safety or morals must be based on and supported by substantial evidence pertaining to the specific prospective transferee.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED
Copy of application, publication notice, notice to the applicant, memo from DAC Planning Department, Site Map, proof of publication, copy of email from State of NM on extension, and governing statute, NMSA 1978 Section 60-6B-4.

SUMMARY OF FINANCIAL IMPACT
If approved, the annual revenue will be $250.00 for the cost of the liquor permit.

ADMINISTRATIVE REVIEW AND APPROVAL

Finance
Legal
Purchasing
Human Resources
Planning
Other

Assistant County Manager/Peer Review

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
Attn: Amanda Lopez Askin
845 N. Motel Blvd.
Las Cruces, NM 88007

Re: Lic. No./Appl. No.: License No. 0731 | Application No. 1112354
Name of Applicant: R&J’s Liquor License, LLC
Doing Business As: Elephant Ranch
Proposed Location: 3995 W. Picacho Ave., Las Cruces, NM 88007

Greetings:

The Director of the Alcohol and Gaming Division has reviewed the referenced Application and granted Preliminary Approval. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

While the law states that “within forty-five (45) days after receipt of a Notice from the Alcohol and Gaming Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer”, we recognize the potential for conflict between the requirement for publication of 30-day notice and the 45 day hearing requirement. Should the Local Governing Body be unable to meet one of these requirements, please send a Request for Waiver/Extension by email to the assigned AGD Hearing Officer listed on page 2.

Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing twice during the 30 days prior to the hearing in a newspaper of general circulation within the territorial limits of the governing body. The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted. The notice shall include:

(A) Name and address of the Applicant/Licensee;
(B) The action proposed to be taken by the Alcohol & Gaming Division;
(C) The location of the licensed premises.

In addition, if the Local Option District has a website, the Notice shall also be published on the website.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. A record shall be made of the hearing.

THE APPLICANT IS SEEKING A TRANSFER OF OWNERSHIP OF DISPENSER LIQUOR LICENSE NO. 0731 WITH SUNDAY SALES BY THE DRINK ONLY.
Within thirty (30) days after the Public Hearing, the governing body shall notify the Alcohol and Gaming Division of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.

If the Governing Body disapproves the issuance or transfer of the license, it shall notify the Alcohol and Gaming Division within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to the Alcohol and Gaming Division with the Notice of Disapproval (Page 1 of the Application, noting disapproval).

Respectfully,

[Signature]
Tammy M. Sandoval, Hearing Officer
New Mexico Regulation & Licensing Dept. | Alcohol & Gaming Division
Phone: (505) 476-4548 Fax: (505) 476-4595
Email: tammy.sandoval@state.nm.us

Enclosures:
1. Original Page 1 of the Application *(must be signed and returned w/notices of publication)*
2. Copy of Page 2 of the Application
3. Copy of the Zoning Statement
TRANSFER OF DISPENSER-TYPE LIQUOR LICENSE APPLICATION

$200.00 Application Fee, non-refundable.

License No. 0731

Type of License: Dispenser License

AGD USE ONLY: Payment Application Fee

APPLICATION

Applicant Number: ____________________________

Local Option District: __________________________

Record Owner of Existing License: Guacamole's, Inc.

Current D/B/A Name: Guacamole's

Current Premises Address: 3995 W Picacho Ave, Las Cruces, NM 88007

Current LOD: City of Las Cruces

Is License moving out of Local Option District? ☑ Yes ☐ No

APPLICANT IS: ☑ Individual ☐ Limited Liability Company ☐ Corporation ☐ Partnership (General/Limited)

NAME of Individual/Company: R & J's Liquor License, LLC

ADDRESS (including city, state, zip): 3590 W. Picacho Ave, Las Cruces, NM 88007

COPY TO: RHODES & SALMON, PC 1801 LOMAS BLVD NW, ALBUQUERQUE, NM 87104 (505) 247-0328

D/B/A Name to be used: Elephant Ranch

Business Phone #: TBD

Email Address (required): mmr@rspcnm.com

Physical location where license is to be used: (Include Street # / Highway # / State Road, City, State, and Zip Code)

3995 W. Picacho Ave, Dona Ana County, Las Cruces, NM 88007

County of: Dona Ana County

Mailing Address: mmr@rspcnm.com

Are alcoholic beverages currently being dispensed at the proposed location? ☑ Yes ☐ No If Yes, License # / Type:

Agent/Contact Person: Mark Rhodes

Phone #: (505) 247-0328

Email: mmr@rspcnm.com

I, (print name) Royal Jones, as (title) Managing Member

being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

Sign before a Notary Public:

Signature of Applicant: ____________________________ Date: 12/18/2018

NOTARY PUBLIC USE ONLY: (State of New Mexico, County of Dona Ana)

SUBSCRIBED AND SWORN TO before me this day of __________, 2018

By: Royal Jones

My Commission Expires: 12/31/19

FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of:

Public Hearing held on __________, 20 . Check one: ☐ Approved ☐ Disapproved

Signature and Title of City/County Official:

FOR ALCOHOL AND GAMING DIVISION USE ONLY:

☐ Approved ☐ Disapproved

Signed by Director: ____________________________ Date: ____________________________
1. The land and building which is proposed to be the licensed premises is: (check one)

☐ Owned by Applicant, copy of deed/document attached  ☑ Leased by Applicant, copy of lease/document attached

☐ Other (provide details): __________________________________________________________________________

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s): W.A. Nunn, III and Josie Nunn

B. Date and Term of Lease: July 1, 2018-5 Years

3. Premises location is Zoned (example C-1, see Zoning Statement): C1 (Neighborhood Commercial) Zone

☐ Zoning Statement attached, which must be obtained from the Local Government, listing the proposed location by address. Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

4. Distance* from nearest Church: (Property line of church to closest point of licensed premises—shortest distance)

Name of Church: First Baptist Church Miles/feet: 4.1 miles

Address/location of Church: 106 S Miranda St, Las Cruces, NM 88005

5. Distance* from nearest School: (Property line of school to closest point of licensed premises—shortest distance)

Name of School: Fairacres Elementary School Miles/feet: 1584 ft

Address/location of School: 4501 W Picacho Ave, Las Cruces, NM 88007

6. Distance from military installation *(Property line of military installation to closest point of licensed premises—shortest distance.)

Name of Military Installation, circle one: Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces), Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis)

Miles: 67.4 miles

7. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8½ x 11 inches and must be labeled with designated areas highlighted, which will reflect the proposed Licensed Premises.

8. Type of Operation: ☐ Hotel  ☐ Lounge  ☐ Package Grocery  ☐ Restaurant  ☐ Racetrack

☐ Small Brewer  ☐ Craft Distiller  ☐ Winery  ☐ Wholesaler

☐ Other (specify): __________________________________________________________________________

*NOTE: If the distance is beyond 300 feet, but less than 400 feet, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.
NOTICE OF PUBLIC HEARING

A Public Hearing will be held during the Regular Meeting of the Board of County Commissioners of Doña Ana County at 9:00 a.m., on Tuesday, February 12, 2019, in the Commission Chambers on the 1st floor of the Doña Ana County Government Center, 845 N. Motel Blvd. on Application #1112354, which has received Preliminary Approval by the Director of the Alcohol and Gaming Division of the New Mexico Regulation and Licensing Department. The applicant requests approval of an application for a Transfer of Dispenser-Type Liquor, License No. 0731, to R&J’s Liquor License, LLC dba Elephant Ranch, and the physical location where License is to be used is 3995 W. Picacho Ave., Las Cruces, NM 88007.
R&J's Liquor License, LLC
Elephant Ranch
3995 W. Picacho Ave.
Las Cruces, NM 88007

Rhodes & Salmon, PC
1801 Lomas Blvd, NW
Albuquerque, NM 87104
### SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

<table>
<thead>
<tr>
<th>Rhodes &amp; Salmon, PC</th>
</tr>
</thead>
<tbody>
<tr>
<td>1801 Lomas Blvd, NW</td>
</tr>
<tr>
<td>Albuquerque, NM 87104</td>
</tr>
</tbody>
</table>

2. Article Number (Transfer from service label)

| 11 7199 9991 7035 5514 2248 |

3. Service Type

| □ Adult Signature |
| □ Adult Signature Restricted Delivery |
| □ Certified Mail® |
| □ Certified Mail Restricted Delivery |
| □ Collect on Delivery |
| □ Collect on Delivery Restricted Delivery |
| □ Certified Mail Restricted Delivery |
| □ Collect on Delivery Restricted Delivery |
| □ Certified Mail® Restricted Delivery |
| □ Collect on Delivery Restricted Delivery |
| □ Registered Mail™ |
| □ Registered Mail Restricted Delivery |
| □ Return Receipt for Merchandise |
| □ Signature Confirmation™ |
| □ Signature Confirmation™ Restricted Delivery |

### COMPLETE THIS SECTION ON DELIVERY

- A. Signature
  - X
- B. Received by (Printed Name)
  - [Blank]
- C. Date of Delivery
  - [Blank]
- D. Is delivery address different from item 1? □ Yes
  - If YES, enter delivery address below: □ No

### SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

<table>
<thead>
<tr>
<th>R&amp;J's Liquor License, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elephant Ranch</td>
</tr>
<tr>
<td>3995 W. Picacho Ave.</td>
</tr>
<tr>
<td>Las Cruces, NM 88007</td>
</tr>
</tbody>
</table>

2. Article Number (Transfer from service label)

| 11 7199 9991 7035 5514 2248 |

3. Service Type

| □ Adult Signature |
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| □ Certified Mail Restricted Delivery |
| □ Collect on Delivery |
| □ Collect on Delivery Restricted Delivery |
| □ Certified Mail Restricted Delivery |
| □ Collect on Delivery Restricted Delivery |
| □ Certified Mail® Restricted Delivery |
| □ Collect on Delivery Restricted Delivery |
| □ Registered Mail™ |
| □ Registered Mail Restricted Delivery |
| □ Return Receipt for Merchandise |
| □ Signature Confirmation™ |
| □ Signature Confirmation™ Restricted Delivery |
June 25, 2018

Dillon Nunn
3995 W. Picacho Avenue
Las Cruces, NM 88007

Re: ZV18-015 Zoning Verification Letter for Parcel Acct. No. R0302590

Dear Mr. Nunn,

This correspondence confirms that the parcel located at 3995 W. Picacho Avenue in Las Cruces, NM, is owned by W.A. Nunn, III and Josie Nunn, and is identified as a 1.25 acre parcel. Acct. No. R0302590.

The subject parcel is currently within a C1 (Neighborhood Commercial) Zone which permits neighborhood commercial activities and small-scale freestanding businesses. Per Table 5.1 Land Use Classification Matrix of Chapter 350: Unified Development Code, the packaging alcohol and sales (Retail Services) is permitted, provided the land use meets specific development standards, including landscape buffer requirements.

A complete listing of permitted land uses and development standards can be found at www.donaanacounty.org. Copies of the County Code can be obtained for $25.00 at the Doña Ana County Community Development Department located at 845 N. Motel Blvd. in the Doña Ana County Government Building. You may also visit the Doña Ana County web site at www.donaanacounty.org to view and print a copy of the Ordinance.

Please email me at albertc@donaanacounty.org, or call 575-525-6102 if I can be of any further assistance.

Respectfully,

Albert Casillas
Planner
<table>
<thead>
<tr>
<th>Order Confirmation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Ad Order Number</strong></td>
</tr>
<tr>
<td><strong>Customer</strong></td>
</tr>
<tr>
<td><strong>Customer Account</strong></td>
</tr>
<tr>
<td><strong>PO Number</strong></td>
</tr>
<tr>
<td><strong>Sales Rep.</strong></td>
</tr>
<tr>
<td><strong>Customer Address</strong></td>
</tr>
<tr>
<td><strong>Customer Phone</strong></td>
</tr>
<tr>
<td><strong>Order Taker</strong></td>
</tr>
<tr>
<td><strong>Customer Fax</strong></td>
</tr>
<tr>
<td><strong>Customer EMail</strong></td>
</tr>
<tr>
<td><strong>Order Source</strong></td>
</tr>
<tr>
<td><strong>Payor Customer</strong></td>
</tr>
<tr>
<td><strong>Payor Account</strong></td>
</tr>
<tr>
<td><strong>Order Source</strong></td>
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<tr>
<td><strong>Invoice Text</strong></td>
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<td><strong>Tear Sheets</strong></td>
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<tr>
<td><strong>Proofs</strong></td>
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<tr>
<td><strong>Affidavits</strong></td>
</tr>
<tr>
<td><strong>Blind Box</strong></td>
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**NOTICE OF PUBLIC HEARING**

A Public Hearing will be held during the Regular Meeting of the Board of County Commissioners of Doña Ana County at 9:00 a.m. on Tuesday, February 12, 2019, in the Commission Chambers on the 1st floor of the Doña Ana County Government Center, 845 N. Motel Blvd., on Application #1112354, which has received Preliminary Approval by the Director of the Alcohol and Gaming Division of the New Mexico Regulation and Licensing Department. The applicant requests approval of an application for a Transfer of Dispenser-Type License, License No. 0731, to R&J's Liquor License, LLC dba Elephant Ranch, and the physical location where License is to be used is 3995 W. Picacho Ave., Las Cruces, NM 88007.
**Order Confirmation**

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**Sales Rep.**
ddmitchell

**Order Taker**
JStrom

**Customer Address**
845 MOTEL BLVD ROOM 1-200, ATTENTION: DOI
LAS CRUCES NM 88007 USA

**Customer Phone**
575-647-7421

**Order Source**

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1/2/2019 11:19:02AM
You are approved for the date set forth below. Thank you!

Debra A. Lopez  
PO Box 25101  
2550 Cerrillos Road  
Santa Fe, NM 87504-5101  
(505) 476-4551

From: Cindy Padilla <cindyp@donaanacounty.org>  
Sent: Wednesday, January 2, 2019 7:35 AM  
To: Lopez, Debra, RLD <Debra.Lopez@state.nm.us>; Sandoval, Tammy, RLD <Tammy.Sandoval@state.nm.us>  
Subject: [EXT] RE: License #0731, Application No. 1112354 dba Elephant Ranch

December 21 but did not see until December 26, will publish as soon as you give me the extension and hearing date is set for February 12th.

From: Lopez, Debra, RLD [mailto:Debra.Lopez@state.nm.us]  
Sent: Thursday, December 27, 2018 11:20 PM  
To: Sandoval, Tammy, RLD <Tammy.Sandoval@state.nm.us>; Cindy Padilla <cindyp@donaanacounty.org>  
Subject: RE: License #0731, Application No. 1112354 dba Elephant Ranch

When did you receive the application, when can it be published, and when will the hearing be held?

Debra A. Lopez  
PO Box 25101  
2550 Cerrillos Road  
Santa Fe, NM 87504-5101  
(505) 476-4551

From: Sandoval, Tammy, RLD <Tammy.Sandoval@state.nm.us>  
Sent: Thursday, December 27, 2018 8:21 AM  
To: Lopez, Debra, RLD <Debra.Lopez@state.nm.us>  
Subject: FW: License #0731, Application No. 1112354 dba Elephant Ranch  
Importance: High

From: Cindy Padilla [mailto:cindyp@donaanacounty.org]  
Sent: Wednesday, December 26, 2018 3:33 PM  
To: Sandoval, Tammy, RLD <Tammy.Sandoval@state.nm.us>  
Subject: [EXT] License #0731, Application No. 1112354 dba Elephant Ranch  
Importance: High
Tammy,

I am requesting an extension to the above liquor license transfer to be able to make the 30 and 45 day deadlines. Because of the Holidays, and being on vacation, I barely saw this transfer today, December 26, 2018.

Thank you,

Cindy C. Padilla  
Administrative Assistant  

Doña Ana County Clerk's Office  
845 N. Motel Blvd.  
Las Cruces, NM 88007  
(575) 525-6135  
cindyp@donaanacounty.org
60-6B-4. Issuance or transfer of license; approval of appropriate governing body.
A. Prior to the approval of the issuance of a new license, and prior to the approval of a transfer permitted by Section 60-6B-3 or 60-6B-12 NMSA 1978, the director shall notify the governing body of the director's preliminary approval of the issuance or transfer of the license. Notice to the governing body shall be by certified mail.
B. A governing body that has received a notice of preliminary approval of the issuance or transfer of a license from the department may approve or disapprove the issuance or transfer of the license in accordance with the provisions of this section.
C. Within forty-five days after receipt of a notice of preliminary approval from the department, the governing body shall hold a public hearing on the question of whether the department should approve the proposed issuance or transfer.
D. The governing body shall give notice of the public hearing, as required by Subsection C of this section, and the notice shall:
   (1) be published at least twice, with the initial notice published at least thirty days before the hearing, in a newspaper of general circulation within the territorial limits of the governing body;
   (2) in addition to required print publication, be published on a local option district's web site, if the district has a web site;
   (3) set forth:
      (a) the date, time and place of the hearing;
      (b) the name and address of the licensee;
      (c) the action proposed to be taken by the department;
      (d) the location of the licensee's premises; and
      (e) such other information as may be required by the department; and
   (4) be sent by certified mail to the applicant.
E. The governing body may designate a hearing officer to conduct the hearing. A record shall be made of the hearing.
F. The governing body may disapprove the issuance or transfer of the license if:
   (1) the proposed location is within an area where the sale of alcoholic beverages is prohibited by the laws of New Mexico;
   (2) the issuance or transfer would be in violation of a zoning or other ordinance of the governing body; or
   (3) the issuance or transfer would be detrimental to the public health, safety or morals of the residents of the local option district.
G. Within thirty days after the public hearing, the governing body shall notify the department as to whether the governing body has approved or disapproved the proposed issuance or transfer of the license. If the governing body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the public hearing, the director may give final approval to the issuance or transfer of the license.
H. If the governing body disapproves the issuance or transfer of the license, it shall notify the department within the time required by Subsection G of this section setting forth the reasons for the disapproval. A copy of the minutes of the public hearing shall be submitted to the department by the governing body with the notice of disapproval. If the governing body disapproves of the issuance or transfer of the license, the director shall disapprove the issuance or transfer of the license.
I. If the governing body approves the issuance or transfer of the license, it shall notify the department within the time required by Subsection G of this section of its approval. If the governing body approves of the issuance or transfer of the license, the director shall approve the issuance or transfer of the license.
TITLE OF AGENDA ITEM TO BE CONSIDERED

APPOINTMENT OF THREE (3) VOTERS AND TWO (2) ALTERNATES TO THE BOARD OF REGISTRATION

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

In accordance with Section 1-4-34, NMSA 1978, the Board of County Commissioners shall, at its first regular meeting in February of each odd-numbered year, appoint three voters and two alternate voters, who shall constitute the Board of Registration for Doña Ana County. No more than two of the three persons appointed to the Board of Registration shall be members of the same political party at the time of their appointment. In addition, the Board of Commissioners shall appoint two alternates who shall not belong to the same political party. In making all appointments to the Board of Registration or as alternates to the Board of Registration from the lists submitted by the chairmen of the local political parties, the Board of Commissioners shall give preference to the names in order indicated by the numbers on the list.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACH
Copy of Sections 1-4-28 and 1-4-33 thru 1-4-36, NMSA 1978.
Board of Registration Nominees

SUMMARY OF FINANCIAL IMPACT
Board of Registration appointees shall be paid per diem and mileage as provided for in the Per Diem and Mileage Act, Sections 10-8-1 and 10-8-8, NMSA 1978, for non-salaried public officers. Such compensation shall be included in the regular county budget.

ADMINISTRATIVE REVIEW AND APPROVAL

_____ Finance  _____ Legal  _____ County Manager/Agenda Review
_____ Purchasing  _____ Human Resources  Assistant County Manager/Peer Review
_____ Planning  _____ Public Works

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
Section 1-4-28. Cancellation of registration; change of residence; notice.

A. The secretary of state, county clerks and boards of registration, in compliance with the federal National Voter Registration Act of 1993, shall remove from the official list of eligible voters the names of voters who are ineligible to vote due to change of residence.

B. The secretary of state shall conduct a general program that identifies voters who may no longer reside at their address of registration. This program shall use information supplied by the United States postal service national change of address service. This program may also include, among other practices, identification of voters whose official election-related mail is returned and periodic mailings to voters to verify continued residency at their address of registration, provided such practices are uniform, nondiscriminatory and in compliance with the federal Voting Rights Act of 1965.

C. Between ninety and one hundred twenty days before the next general election, the secretary of state shall send to each voter who it appears has changed address from the voter's precinct of registration a notice, sent by forwardable mail, that shall include a postage prepaid and pre-addressed return card. The notice shall state that:

1. if the voter did not change residency, the voter should return the card no later than twenty-eight days before the next general election;

2. if the voter does not return the card, the voter may be provided an opportunity to update the voter's registration address before the voter casts a ballot in any election during the period beginning on the date of the notice and ending on the day after the second general election that occurs after the date of the notice;

3. if the voter does not vote in any election during the period beginning on the date of that notice and ending on the day after the second general election that occurs after the date of the notice, the voter's registration may be canceled;

4. if the voter has changed residence within the same county, the voter should complete the place on the return card for the voter to indicate the address of the new residence and a request to have the voter's registration moved to that address in the same county; and

5. if the voter has changed residence outside of the county, the voter should follow the information provided concerning how the voter can continue to be eligible to vote.

D. The county clerk shall correct the official list of eligible voters in accordance with change of residence information obtained on the prepaid and pre-addressed return card to a new address in the same county, and such names shall not be removed from the list of eligible voters for reason of change of residence.

E. No later than the fifteenth day of March following a general election, the board of registration shall review the list of eligible voters. The board of registration shall direct the county clerk to
Section 1-4-33. Board of registration; county chairman's list.

A. On or before the first Monday of February of each odd-numbered year the county chairman of each of the qualified political parties may furnish the board of county commissioners the names of four voters in the county, each of whom is able to read and write legibly and is otherwise competent to perform the duties required of a member of a board of registration.

B. Each county chairman who submits the list provided for in Subsection A of this section shall indicate his preference for appointment to the board of registration by placing the number 1, 2, 3 or 4 opposite the name of each person on his list respectively.

Section 1-4-34. Board of registration; county commissioners; appointment.

A. The board of county commissioners shall at its first regular scheduled meeting in February of each odd-numbered year appoint three voters who shall constitute the board of registration for the county.

B. No more than two of the three persons appointed to the board of registration shall be members of the same major political party at the time of their appointment; provided that if a major party has no registered, qualified elector who is able to fill the position, a registered, qualified elector from another major party may be chosen by the county clerk.

C. In addition, the board of county commissioners shall appoint two alternates who shall not belong to the same political party at the time of their appointment.

D. In making all appointments to the board of registration or as alternates to the board of registration from the lists of the county chairmen, the board of county commissioners shall give preference to the names in the order indicated by the numbers on the list.

Section 1-4-35. Board of registration; secretary.

The county clerk or his authorized deputy shall be secretary to the board of registration and shall serve without additional compensation.

Section 1-4-36. Board of registration; compensation.

Each member of the board of registration shall be paid per diem and mileage as provided in the Per Diem and Mileage Act [Chapter 10, Article 8 NMSA 1978] for nonsalaried public officers. Such compensation shall be included as an item in the regular county budget.
Board of Registration Nominees
2019

Republican Party Nominees

1. Joe Fuller
2. Charles R. Wendler
3. Benjamin L. Rawson
4. Margaret L. Herring

Democratic Party Nominees

1. Steven Jones
2. Abraham Sanchez
3. Susie Chaparro

Libertarian Party Nominees

1. Reggie L. Begley
# APPROVE A RESOLUTION IN SUPPORT OF THE NEW MEXICO HEALTH SECURITY ACT.

## SUMMARY OF ITEM TO BE CONSIDERED

Including presentation of options for action and action requested.

The Board is asked to approve a resolution in support of the New Mexico Health Security Act. The NM Health Security Campaign is requesting local support as they intend on reintroducing this during the 2019 Legislative Session.

## DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Resolution
Handout

## SUMMARY OF FINANCIAL IMPACT

No fiscal impact related to the resolution.

## ADMINISTRATIVE REVIEW AND APPROVAL

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## 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  

Page 226 of 231
Executive Summary

Meeting Date – February 12, 2019

Agenda Item Title- Approve a resolution in support of the New Mexico State Health Security Act (NMHSA).

Overview- The Health Securities Act is a proposal for New Mexico to set up its own health insurance plan that will cover almost all New Mexico residents. The Act includes a considered approach.

- **Phase 1:** The financial analysis phase, when the Legislative Finance Committee, with public input, will determine:
  - The cost of the Plan
  - Individual premiums and employer contributions
  - Workers’ compensation and automobile insurance premium reductions
- **Phase 2:** Legislative and gubernatorial approval of the financial analysis report. If not approved, the Plan will not go into effect.
- **Phase 3:** Development of the Plan, with legislative, executive, and public input, and application for any waivers needed so the Plan can begin operations and receive all federal tax credits and subsidies.

The 2010 Affordable Care Act allows states to receive waivers for state innovation, which enable states to develop alternatives that may be more appropriate for their circumstances. According to the NMHSA website, the Health Security Act is a homegrown New Mexico plan developed over many years with input from diverse sectors from all over the State. The NMHSA will enable New Mexico to set up its own health plan that covers most New Mexicans who will have freedom of choice of providers and comprehensive health coverage. The NMHSA would be funded by combining existing public monies (including funding for Medicaid and Medicare) with employer contributions and individual premiums (with caps).

The New Mexico Health Security Campaign intends on introducing legislation during the 2019 session and is seeking support from local governments.
A RESOLUTION IN SUPPORT OF THE NEW MEXICO HEALTH SECURITY ACT

WHEREAS the Patient Protection and Affordable Care Act ("Affordable Care Act"), passed in 2010, was the first systemic national effort to address the issues of affordable health care coverage; and

WHEREAS, the number of uninsured residents in the State of New Mexico has substantially decreased due to the opportunities for coverage through the Medicaid Expansion program and the exchanges; and

WHEREAS, health care premiums, insurance deductibles, patient co-payments, and the cost of pharmaceutical drugs continue to increase; and

WHEREAS, rising health care costs remain a serious problem that impacts our state and local government budgets, as well as family budgets; and

WHEREAS, the Affordable Care Act allows states to receive waivers for state innovation, which enable states to develop alternatives that may be more appropriate to their circumstances; and

WHEREAS, numerous studies, including two in the State of New Mexico, show that residents who join one health risk pool would reap the benefits of economies of scale, substantially contain costs, reduce administrative complexity and uncompensated care, and create a more stable health care delivery system that benefits all residents of the State of New Mexico; and

WHEREAS, the Health Security Act, which will be introduced at the 2019 State Legislative Session, is a homegrown New Mexico plan that has been developed over many years with input from diverse sectors from all over the state; and

WHEREAS, the Health Security Act will enable New Mexico to set up its own health plan, like a cooperative, that covers most residents and ensures that all New Mexicans will have comprehensive, affordable and quality health coverage regardless of age, employment or health status; and

WHEREAS, the Health Security Act requires a thorough public fiscal analysis to determine the Plan's total cost and available revenues; and

WHEREAS, the Plan shall only be implemented after the analysis, if the Legislature determines that it is financially feasible; and
WHEREAS, over the years, 160 New Mexico organizations and 35 cities and counties representing a broad cross-section of New Mexicans from all parts of the state, have endorsed the Health Security Act.

WHEREAS, the governor, the speaker of the house and the majority leader have publicly declared their support for the Health Security Act.

NOW, THEREFORE, BE IT RESOLVED that Doña Ana Board of County Commission supports the proposed Health Security Act, urges the New Mexico state legislature to conduct a study of options put forward in the New Mexico health security act and to support passage of the health security act during the 2019 legislative session

RESOLVED this 12th day of February, 2019.

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

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<tr>
<td>Lynn J. Ellins, District 1</td>
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<td>Ramon S. Gonzalez, District 2</td>
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<td>Shannon Reynolds, District 3</td>
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ATTEST:

Amanda López Askin, Ph.D.
County Clerk
*Study excludes over-65 and institutional populations. Also assumes everyone insured.

Brief Descriptions of the Five Models
as assumed and analyzed by Mathematica Policy Research, Inc.
for the Governor’s Health Coverage for New Mexicans Committee

Model 1. Health Security Act, Version 1: Sets up a cooperative to provide health insurance to almost all New Mexicans. This version assumes provider overhead savings only in urban areas.

Model 2: Health Security Act, Version 2: Sets up a cooperative to provide health insurance to almost all New Mexicans. This version assumes no provider overhead savings.

Model 3. Health Choices, Version 1: A health insurance marketing alliance that provides vouchers to almost all New Mexicans, paid for with taxpayer dollars, and requires that all New Mexicans, including all employers, participate. Please note that Version 1 is not included in the chart. Version one was even more expensive than Version 2.

Model 4. Health Choices, Version 2: A version of the health insurance marketing alliance that allows employers who provide insurance to opt-out of the alliance. Everyone else must participate. (This model is somewhat similar to the Affordable Care Act that requires an exchange.)

Model 5. Health Coverage Plan: Expansion of the current system, assuming all those eligible for enrollment in Medicaid and other public programs do so. Requires everyone to either purchase private insurance or enroll in a public program. (This model does not include an exchange.)

It is important to keep in mind that Mathematica assumed that everyone would be insured regardless of the approach. The models did not include the over-65 population and the institutional populations.