

# NEW MEXICO JUNIOR COLLEGE

## BOARD MEETING

**Thursday, August 20, 2015**

**Zia Room – Library**

**1:30 p.m.**

### AGENDA

- |  |                            |
|--|----------------------------|
| A. Welcome   | Pat Chappelle              |
| B. Adoption of Agenda  | Pat Chappelle              |
| C. Approval of Minutes of July 16, 2015  | Pat Chappelle              |
| D. President's Report  | Steve McCleery             |
| E. New Business  |                            |
| 1. Monthly Expenditures Report   | Dan Hardin                 |
| 2. Monthly Revenue Report  | Dan Hardin                 |
| 3. Oil and Gas Revenue Report  | Dan Hardin                 |
| 4. Schedule of Investments   | Dan Hardin                 |
| 5. Consideration of the Research and Public Service Projects for FY 17   | Dan Hardin                 |
| 6. Consideration of Restructuring the HED Capital Projects Request   | Steve McCleery             |
| 7. Consideration of MOU between the City, Lea County, New Mexico<br>Junior College and Hobbs Municipal School District | Steve McCleery/Ron Black   |
| 8. Consideration of Western Heritage Museum &<br>Lea County Cowboy Hall of Fame Security Proposal                      | Bill Morrill               |
| 9. Consideration of Data Center Upgrade  | Bill Kunko/Charley Carroll |
| 10. Recommendation of Presidential Search Committee  | Pat Chappelle              |
| 11. Recommendation of Presidential Search Firm   | Travis Glenn               |
| 12. Consideration of Presidential Search Committee Charge  | Laurie Savona              |
| 13. Consideration of the Confidentiality Statement   | Laurie Savona              |
| 14. Consideration of Search Timeline   | Laurie Savona              |
| 15. Consideration of the Ground Rules for NMJC<br>Presidential Search Committee Meetings                               | Laurie Savona              |
| 16. Personnel Consideration – Pannell Library Administrative Assistant   | James Britsch              |
| 17. Personnel Consideration – Public Safety Officer  | Bill Morrill/Dennis Kelley |
| 18. Retirement Resolution  | Steve McCleery             |
| 19. HLC Accreditation Update   | Larry Sanderson            |

- |                                 |               |
|---------------------------------|---------------|
| F. Public Comments              | Pat Chappelle |
| G. Announcement of Next Meeting | Pat Chappelle |
| H. Closure of Open Meeting      | Pat Chappelle |
| I. Adjournment                  | Pat Chappelle |

**NEW MEXICO JUNIOR COLLEGE  
BOARD MEETING  
JULY 16, 2015  
MINUTES**

The New Mexico Junior College Board met on Thursday, July 16, 2015, beginning at 1:30 p.m. in the Zia Room of Pannell Library. The following members were present: Ms. Patricia Chappelle, Madam Chair; Mr. Ron Black, Secretary; Mr. Travis Glenn; Mr. Manny Gomez; Mrs. Mary Lou Vinson, Mr. Zeak Williams; and Mr. Hector Baeza.

Ms. Chappelle called the meeting to order and welcomed visitors and guests present: Kelly Farrell, Hobbs News-Sun.

Upon a motion by Mrs. Vinson, seconded by Mr. Glenn, the agenda was unanimously adopted.

Upon a motion by Mrs. Vinson, seconded by Mr. Gomez, the Board unanimously approved the minutes of June 11, 2015.

*Under President's Report,* The Board members and attending audience were transported to the new Instrumentation and Control building for a tour and a brief demonstration by Mr. Jerry Morris, the Career Technical Education Instructor and Ms. Jai Oyler, Director of the TAACCCT Grant Program. Vice President Jeff McCool indicated classes are hopeful to begin after Labor Day.

*Under New Business,* Vice President Dan Hardin presented the June, 2015 financial reports. Upon a motion by Mr. Black, seconded by Mr. Gomez, the Board unanimously approved the Expenditure Report for June, 2015. In addition, the Revenue Report, Oil and Gas Revenue Report, and Schedule of Investments Report were reviewed.

Mr. Joshua Morgan presented a list of all inventory of chattels and equipment valued over \$5,000 for the annual fixed asset inventory certification. Upon a

motion by Mrs. Vinson, seconded by Mr. Gomez, the Board unanimously approved the certification.

Dean Dianne Marquez recommended Mr. Jarod “Cannon” Roberts for the Professor of English position at a nine month salary of \$57,363.00. Upon a motion by Mr. Glenn, seconded by Mr. Gomez, the Board unanimously approved the employment of Jarod “Cannon” Roberts, effective August 10, 2015.

Ms. Chappelle called for comments from the public. There being none, the next regular board meeting was scheduled for Thursday, August 20, 2015 beginning at 1:30 pm.

Mrs. Vinson moved the board go into closed session for the discussion of limited personnel matters under the provisions of section 10-15-1-H (2) of New Mexico Statutes Annotated 1978. Mr. Williams seconded the motion. The roll call vote was as follows: Mr. Baeza – yes; Mr. Williams – yes; Mr. Black – yes; Mrs. Vinson – yes; Mr. Glenn – yes; Mr. Gomez – yes; and Ms. Chappelle – yes.

Upon re-convening in open meeting, Ms. Chappelle stated that the matters discussed in the closed meeting were limited only to those specified in the motion for closure.

Upon a motion by Mr. Black, seconded by Mrs. Vinson, the board meeting adjourned at 3:40 pm.

---

Pat Chappelle, Chair

---

Ron Black, Secretary



# AD Honor Roll

## 3.0 GPA or Higher

### Fall 2014

#### RODEO

Bonnett, Keely  
Brownlee, Clay  
**Burr, Preston**  
**Burton, Anna**  
**Collier, Kellie\***  
Godinez, Cody  
**Novo, Corina\***  
Sorey, Pake

#### TRACK & FIELD

**Corrales, Cristal\***  
Doffeny, Jourdan  
**Garcia, Tiffany**  
Guerrero, Isidra  
Hoerr, Cheyenne  
Lewis, Breain  
**Murray, Purity**  
Newkirk, Quadaisha  
**Sosa, Silvia\***  
Tanui, Naomi

#### GOLF

Ayre, Jordan

#### BASEBALL

Benton, Travon  
Bilodeau, Hudson  
**Cubillos, James**  
Deimling, Jeffrey  
Dionne, Jean  
Doughty, Ian  
Beltran, Fernando  
**Holzapfel, Colby\***  
Lopez, Isaac  
Maher, Sean  
Martin, Matthew  
McDonald, Connor  
**Mullins, Jacob**  
**Phifer, Grant**  
Pintor, Luis  
**Ross, Nathan**  
Rousseau, JP  
Russell, Kody  
**Suarez, Zach**  
Swindle, Samuel  
Walden, Blake  
Wancheck, Brendan  
Worthen, Brett

#### ATHLETIC TRAINING

Gayle, Tamoy

#### WOMEN'S BASKETBALL

Criner, Kelsey  
**da Silva, Alana**  
Maimot, Tatiana  
**Mills, Camille**  
**Muhammad, Malaik\***  
Richmond, Blair  
**Smith, Nycolle**  
Watts, DeHavalan

#### MEN'S BASKETBALL

Barreno, Ray  
Billingsley, Nicholas  
Blount, Tyler  
Esparza, Rene  
Hall, Montarius  
Hart, Jalin  
Haynes, Randall  
Macias, Reuben  
Trent, Malique

#### CHEER

Davis, Kasey  
Landrum, Sydnee

#### KEY

Bold - 3.5 or higher  
Bold \* - 4.0

#### TOP 3 TEAM'S GPA

Cross-Country - **3.47**  
Women's Basketball - **3.25**  
Baseball - **3.05**

#### OVERALL GPA

**2.81**



# AD Honor Roll

## 3.0 GPA or Higher

### Spring 2015

#### RODEO

**Brownlee, Clay**  
 Burr, Preston  
**Burton, Anna**  
**Clark, Kacey**  
**Collier, Kellie**  
 Etheridge, Preslie  
**Hayes, Wyatt**  
 King, Cody  
**Novo, Corina**  
 Sorey Pake  
 Woods, Linden

#### TRACK & FIELD

Clark, Kayelle  
 Collins, Micayla  
**\*Corrales, Cristal**  
 Garcia, Tiffany  
**\*Guerrero, Isidra**  
 Mitchell, Jahneya  
**Murray, Purity**  
 Newkirk, Quadaisha  
**\*Sosa, Silvia**  
**Tanui, Naomi**  
 Williams, Ja'lanna

#### BASEBALL

**Benton, Travon**  
**Cubillos, James**  
**Deimling, Jeffrey**  
**Dionne, Jean**  
 Grieger, Branden  
 Herrera, Daniel  
 Lopez, Isaac  
 Martin, Matthew  
 Rousseau, JP  
 Russell, Kody  
**Sanchez, Marcelo**  
 Spinks, Joseph  
**Swindle, Samuel**  
**Walden, Blake**  
**\*Worthen, Brett**

#### ATHLETIC TRAINING

**Jones, Thomas**

#### GOLF

**Ayre, Jordan**  
**Eagle, Daniel**  
 Sanchez, Marty

#### WOMEN'S BASKETBALL

**Criner, Kelsey**  
 da Silva, Alana  
 Mills, Camille  
**Muhammad, Malaik**  
 Richmond, Blair  
**Robinson, Antoina**  
 Watts, DeHavalan

#### MEN'S BASKETBALL

Barreno, Ray  
 Billingsley, Nicholas  
 Blount, Tyler  
 Carter, Malik  
 Diop, Karim  
 Esparza, Rene  
**Hall, Montarius**  
 Hart, Jalin  
 Macias, Ruben  
 Medder, Desmond

#### CHEER

Davis, Kasey  
 Landrum, Sydnee  
**Mungaray, Martha**

#### KEY

Bold - 3.5 or higher  
 Bold \* - 4.0

#### TOP 3 TEAM'S GPA

Cross-Country - **3.56**  
 Rodeo - **3.09**  
 Women's Basketball - **3.03**

#### OVERALL GPA

**2.91**

---

# NEW MEXICO JUNIOR COLLEGE

Vice President for Finance

To: **New Mexico Junior College Board Members**  
From: Dan Hardin  
Date: August 13, 2015  
RE: Expenditure and Revenue Reports for July 2015

July is the first month of the 2015/2016 fiscal year. The total expended and encumbered for the month and also the year to date for July was \$5,496,403.00. Purchase orders that were in place at the end of FY 15, were rolled over into FY 16. Regina Choate, Purchasing Coordinator, also set up new purchase orders for FY 16 for the normal recurring monthly expenditures such as the utilities. It appears that large sums of funds were expended in the month of July, but a large portion of the amount expended is due to the encumbering of funds.

In current unrestricted funds for July, we expended \$2,259,545.00 for the month. Most of these expenses are the normal payroll and benefit expenditures for the month. As you can see as compared to FY 15 most areas track along with what was expended in July of last year. Auxiliary Enterprises has more expended in FY 16 than in FY 15, the increase was because the encumbrance of \$293,555.00 for the Great Western Meal Plan was booked in July and last year it was booked in August.

Restricted funds expended \$799,413 for the month, most of which are normal expenditures for the grants along with some student aid for the summer sessions. The grant expenditures are running more than last year mainly because of the TAACCCT grant, which is a larger grant than the TRIO grants.

The expenditures in the plant funds are mainly the encumbrances for the construction projects. Most of the encumbrances are for the Infrastructure project, Tech Upgrades, Titanic Exhibit, ER&R, BR&R and other smaller campus upgrades.

The total year to date expenditures is \$5,496,403.00.

The Revenue generated in July 2015 was \$2,358,532.00. This consists of tuition and fees, the allocation from the state, Oil and Gas accrual of \$465,000.00 and auxiliary enterprises revenue. Registration for the FY 16 summer and fall semesters began in April. All of the revenue from the registration for the 2015 summer and fall semesters went into deferred revenue. In August we will move all of that deferred revenue into tuition and fee revenue for the new fiscal year. The Oil and Gas revenue in July is also different because the Oil and Gas revenue that was received during July is booked in

---

the prior fiscal year, so we use the monthly accrual of \$465,000.00 for the Oil and Gas revenue in July. The Oil & Gas report is for FY 15, it is showing \$778,060.00 funds received in July for the month of April. There will be two more months of Oil & Gas revenue that will be posted in FY 15.

The investment report shows no activity in the month of July, and it has the ending balance of \$10,593,127.00, with \$14,610,641.31 allocated for capital projects.

Josh Morgan and other Business Office personnel have been working diligently to get the 14/15 fiscal year end closed and prepare for the upcoming audit. The auditors will be on campus the week of September 2nd and then again the week of October 5th.

This is the Financial Report for July 2015.



**NEW MEXICO JUNIOR COLLEGE**  
**Expenditure Report**  
**July 2015**

8% of Year Completed

Fund	2014-15			2015-16			
	Final Budget	Year-to-Date Expended or Encumbered	Percentage of Budget Expended	Budget	Current Expended or Encumbered	Expended or Encumbered	Percentage of Budget Expended
<b>CURRENT UNRESTRICTED FUND</b>							
<b>Instruction and General:</b>							
Instruction	11,018,956	553,554	5%	10,103,380	513,896	513,896	5%
Academic Support	2,424,460	228,476	9%	2,628,124	221,991	221,991	8%
Student Services	2,074,588	129,720	6%	1,988,062	139,819	139,819	7%
Institutional Support	4,746,075	375,561	8%	3,694,568	415,321	415,321	11%
Operation & Maintenance of Plant	3,808,548	451,880	12%	3,658,460	453,883	453,883	12%
<b>Subtotal - Instruction &amp; General</b>	<b>24,072,627</b>	<b>1,739,191</b>	<b>7%</b>	<b>22,072,594</b>	<b>1,744,910</b>	<b>1,744,910</b>	<b>8%</b>
Student Activities	0	0	0%	0	0		0%
Research	0	0	0%	0	0		0%
Public Service	0	0	0%	0	0		0%
Internal Service Departments	150,266	52,025	35%	85,520	29,235	29,235	34%
Student Aid	868,551	81,075	9%	668,551	21,221	21,221	3%
Auxiliary Enterprises	1,884,288	282,370	15%	1,858,486	436,751	436,751	24%
Athletics	1,425,760	31,209	2%	1,157,636	27,428	27,428	2%
<b>Total Current Unrestricted Fund</b>	<b>28,401,492</b>	<b>2,185,870</b>	<b>8%</b>	<b>25,842,787</b>	<b>2,259,545</b>	<b>2,259,545</b>	<b>9%</b>
<b>CURRENT RESTRICTED FUND</b>							
Grants	2,496,540	63,984	3%	2,055,881	622,675	622,675	30%
Student Aid	5,033,468	38,426	1%	4,989,673	176,738	176,738	4%
<b>Total Current Restricted Fund</b>	<b>7,530,008</b>	<b>102,410</b>	<b>1%</b>	<b>7,045,554</b>	<b>799,413</b>	<b>799,413</b>	<b>11%</b>
<b>PLANT FUNDS</b>							
<b>Capital Outlay / Bldg. Renewal &amp; Repl.</b>							
Projects from Institutional Funds	8,757,760	1,628,067	19%	13,587,117	1,884,081	1,884,081	14%
Projects from State GOB Funds	3,050,000	2,456,022	0%	5,298,450	317,875	317,875	6%
Projects from State STB Funds	0	0	0%	705,000			0%
Projects from General Fund	0	1,983	0%	0			0%
Projects from Private Funds	0	0	0%	0			0%
Projects from State ER&R	332,720	30,724	9%	332,720	45,289	45,289	14%
Projects from State BR&R	597,281	21,173	4%	597,281	190,200	190,200	32%
<b>Subtotal - Capital and BR&amp;R</b>	<b>12,737,761</b>	<b>4,137,969</b>	<b>32%</b>	<b>20,520,568</b>	<b>2,437,445</b>	<b>2,437,445</b>	<b>12%</b>
Debt Service							
Revenue Bonds	0	0	0%	0	0	0	0%
<b>Total Plant Funds</b>	<b>12,737,761</b>	<b>4,137,969</b>	<b>32%</b>	<b>20,520,568</b>	<b>2,437,445</b>	<b>2,437,445</b>	<b>12%</b>
<b>GRAND TOTAL EXPENDITURES</b>	<b>48,669,261</b>	<b>6,426,249</b>	<b>13%</b>	<b>53,408,909</b>	<b>5,496,403</b>	<b>5,496,403</b>	<b>10%</b>

**NEW MEXICO JUNIOR COLLEGE**  
**Revenue Report**  
**July 2015**

8% of Year Completed

Fund	2014-15			2015-16			
	Final Budget	Year-to-date Revenue	Percentage of Budget Received	Budget	Current Revenue	Year-to-date Revenue	Percentage of Budget Received
<b>CURRENT UNRESTRICTED FUND</b>							
<b>Instruction and General:</b>							
Tuition and Fees	3,684,200	533,247	14%	3,692,200	505,055	505,055	14%
State Appropriations	6,047,200	498,485	8%	6,129,500	510,804	510,804	8%
Advalorem Taxes - Oil and Gas	7,235,000	465,000	6%	7,235,000	465,000	465,000	6%
Advalorem Taxes - Property	6,003,500		0%	6,853,725			0%
Interest Income	5,000		0%	4,000			0%
Other Revenues	367,161		0%	317,000	364	364	0%
<b>Subtotal - Instruction &amp; General</b>	<b>23,342,061</b>	<b>1,496,732</b>	<b>6%</b>	<b>24,231,425</b>	<b>1,481,223</b>	<b>1,481,223</b>	<b>6%</b>
Student Activities	0	0	0%	0	0	0	0%
Public Service	0	0	0%	0	0	0	0%
Internal Service Departments	27,000	0	0%	27,000			0%
Auxiliary Enterprises	2,251,000	276,130	12%	2,288,000	38,673	38,673	2%
Athletics	483,400	40,283	8%	487,100	40,910	40,910	8%
<b>Total Current Unrestricted</b>	<b>26,103,461</b>	<b>1,813,145</b>	<b>7%</b>	<b>27,033,525</b>	<b>1,560,806</b>	<b>1,560,806</b>	<b>6%</b>
<b>CURRENT RESTRICTED FUND</b>							
Grants	1,157,859	66,474	6%	2,055,881	622,421	622,421	30%
Student Aid	5,033,468	699	0%	4,989,673	175,305	175,305	4%
<b>Total Current Restricted</b>	<b>6,191,327</b>	<b>67,173</b>	<b>1%</b>	<b>7,045,554</b>	<b>797,726</b>	<b>797,726</b>	<b>11%</b>
<b>PLANT FUNDS</b>							
Capital Outlay / Bldg. Renewal & Repl.							
Projects from State GOB Funds	3,300,000	308,002	0%	5,000,000			0%
Projects from State STB Funds	0	0	0%	705,000	0	0	0%
Projects from General Fund	0	0	0%	0	0	0	0%
Projects from Private Funds	0	0	0%	0	0	0	0%
Interest Income (LGIP)	10,000		0%	13,105			0%
<b>Total Plant Funds</b>	<b>3,310,000</b>	<b>308,002</b>	<b>9%</b>	<b>5,718,105</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>GRAND TOTAL REVENUES</b>	<b>35,604,788</b>	<b>2,188,320</b>	<b>6%</b>	<b>39,797,184</b>	<b>2,358,532</b>	<b>2,358,532</b>	<b>6%</b>

# NEW MEXICO JUNIOR COLLEGE

## Oil and Gas Revenue Report

### June 2015

100% of Year Completed

		OIL		GAS		COMBINED		
Month of Sales	Distribution	Price per BBL	Lea County BBLs sold	Price per MCF	Lea County MCF sold	Monthly Revenue	2013-14 Original Budget	Variance Over (Under) Budget
Actual	July	\$75.60	5,043,401	\$5.99	15,571,479	1,232,271	465,000	767,271
Actual	August	\$80.78	4,888,347	\$5.46	15,838,690	1,090,531	465,000	625,531
Actual	September	\$77.29	4,582,238	\$5.46	15,443,043	1,002,059	465,000	537,059
Actual	October	\$72.15	5,068,963	\$4.90	15,511,710	967,962	465,000	502,962
Actual	November	\$65.01	4,872,656	\$4.20	16,152,246	960,049	465,000	495,049
Actual	December	\$51.46	5,015,297	\$3.90	16,346,691	691,458	465,000	226,458
Actual	January	\$39.89	5,086,948	\$3.05	15,217,830	580,363	465,000	115,363
Actual	February	\$40.90	4,819,225	\$3.16	14,799,293	643,429	465,000	178,429
Actual	March	\$39.99	6,002,050	\$2.73	16,430,801	699,383	465,000	234,383
Actual	April	\$45.96	6,206,853	\$2.86	16,997,526	778,060	465,000	313,060
Accrual	May					465,000	465,000	0
Accrual	June					465,000	465,000	0
Y.T.D. Production Tax Revenue						9,575,565	5,580,000	3,995,565
Y.T.D. Equipment Tax Revenue						2,250,997	1,655,000	595,913
<b>Total Year-to-Date Oil &amp; Gas and Equipment Tax Revenue</b>						<b>11,826,562</b>	<b>7,235,000</b>	<b>4,591,478</b>

*Source: New Mexico Taxation and Revenue Department*

# NEW MEXICO JUNIOR COLLEGE

## Schedule of Investments

### July 2015

8% of Year Completed

Financial Institution	Amount Invested	Account Number	Interest Rate	Interest Earned
State of New Mexico Local Government Investment Pool	10,593,127	7102-1348	0.147%	0
Plus deposits	0			
Less withdrawals	0			
<b>Total LGIP investments</b>	<u>10,593,127</u>			<u>0</u>

Capital Projects	7/31/2015
Vehicles	2,812.94
Technology Upgrade	126,395.91
JASI	37,793.44
WHM South Gallery	266,594.43
Baseball Field	30,162.95
Rodeo Arena	29,724.34
Luminis Software	2,993.00
Landscaping	342,875.60
Campus Signage	2,801.67
Roof Replacement	27,382.26
Dorm/Apartment Refurbish	93,390.03
Campus Construction	387,539.89
Oil & Gas Training	161,956.06
Public Sector	19,227.00
Campus Security	112,954.01
Lumens Software-Distance Learnig	5,000.00
Copier Replacement	274.00
Non-Recurring Compensation	152,169.10
Athletics	148,317.53
Student Life Programming	12,260.28
Warehouse/Cont Ed Remodel	1,464.99
Succession Plan	108,152.25
Energy Technology Equipment	300,000.00
WHM Exhibits	110,798.78
Mansur Hall Upgrades	51,043.75
Senior Warm Water Wellness Ctr	3,500,000.00
Driving Range Upgrades	200,000.00
Cosmetology Remodel	700,000.00
Equine Program	30,505.53
Entertainment Technology	2,300,215.30
Cafeteria Upgrade	232,159.72
Channel 19 Upgrade	36,244.62
FERPA & Title IX	9,459.00
Equestrian Center	3,000,000.00
Bob Moran Upgrades	91,335.43
Campus/Hospital Fencing	200,000.00
Turf Replacement	184,175.00
Watson Hall Theater	238,511.90
WHM Titanic Exhibit	18,500.00
Mary Hagelstein Upgrades	100,000.00
HVAC Software-Central Plant	200,000.00
Infrastructure Upgrade	1,008,635.02
Cadet Supplement	22,137.54
Workforce Training Contingency	4,678.04
<b>Total</b>	<b>14,610,641.31</b>

NOTE: Capital projects total does not include encumbered funds

# NEW MEXICO JUNIOR COLLEGE

Vice President for Finance

5317 Lovington Highway  
Hobbs, NM 88240  
Phone: (575)492-2770  
Fax: (575)492-2768

---

To: New Mexico Junior College Board members  
From: Dan Hardin  
RE: RPSP  
Date: August 12, 2015

---

Board members,

Each year the NMJC Board is asked to approve the request to the Higher Education Department to continue the funding for RPSPs (Research & Public Service Projects) for the next fiscal year. New Mexico Junior College will be submitting requests to HED to continue the funding for the Lea County Distance Education Consortium, Nurse Expansion, Oil and Gas Training, and Athletics. The RPSPs are competitive funds that Dr. McCleery and Dr. Rhodes have lobbied for each year to keep the funding streams alive. It is an important portion of the NMJC funding stream to continue the RPSP funding for the coming year.

We respectfully request your approval to submit a request for the continuation of the RPSP projects.

Respectfully,

Dan Hardin



# NEW MEXICO JUNIOR COLLEGE

Office of the President

## Memo

DATE: August 14, 2015  
TO: New Mexico Junior College Board Members  
FROM: Steve McCleery  
SUBJECT: Capital Project Request

On Thursday, August 13, 2015, Dan Hardin, Charley Carroll, and I made a presentation to the HED Capital Projects Committee for two NMJC Board approved Capital Projects. During our presentation, the HED Capital Project Committee asked NMJC to consider restructuring our capital project submittals.

The number one NMJC Capital Project was a request for \$5,000,000 with a \$1,250,000 pledge from NMJC Oil and Gas reserves. The request was for the planning, design, construction, and equipping of an Allied Health Facility. The number two NMJC Capital Project included a \$3,000,000 request with a \$1,000,000 pledge from NMJC Oil and Gas reserves to plan, design, construct and equip a Renewable Energy Project.

The HED Capital Projects Committee asked us to consider moving the \$1,000,000 pledge from Oil and Gas Reserves from the Renewable Energy Project and place the pledge toward the Allied Health Building. The restructure would pledge \$2,250,000 toward the Allied Health Building and remove the \$1,000,000 pledge toward the Renewable Energy Project.

Attached you will find the changes to the HED Capital Project Submittals that includes the requested HED restructuring.

Thank you for your consideration.

NEW MEXICO HIGHER EDUCATION DEPARTMENT

SUSANA MARTINEZ  
NEW MEXICO GOVERNOR

DR. BARBARA DAMRON  
CABINET SECRETARY

**2015 YEARLY CAPITAL PROJECTS SUMMER SESSION**

**August 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 11<sup>th</sup>, and 12<sup>th</sup>, 2015**

**Project Evaluation Form**

**Deadline to submit this form to NMHED is June 1, 2015**

**Institution: New Mexico Junior College**

Name and Branch (if applicable).

**Project Title: Allied Health Building**

Please be descriptive

**Project Description: Planning, design, engineering, equipment, furniture, and construction of an approximately 23,200 square foot single story building on the campus of New Mexico Junior College. To be used for the NMJC Allied Health program.**

Be thorough in description. Include location (Include an attached campus map), square footage, usage, spaces, number of floors, and other pertinent information.

**Project Cost: \$4,000,000.00 The preliminary estimates for the proposed 23,200 square foot Allied Health building is around \$300.00 per square foot. This estimate was provided by Dekker Perich Sabatini based on knowledge of construction in Lea County.**

List the amount that will be requested for funding. Explain how the cost was determined: i.e. cost per square foot, design professional's estimate, estimator, related project, etc.

**Priority: One**

Please list the priority of this project among those projects that will be presented by your institution to the Committee.

**Space Utilization: Using the information provided by the HED, New Mexico Junior College has 428,561 square feet of I&G space. Comparing the I&G square footage to the I&G FTE minus the Web FTE the square footage is 392.**

Please review your Instructional and General Square Feet per Full Time Enrollment shown on Form 03 – 2014 NMHED IG Sq Ft: If there is a difference of 5% or greater in

**Full-Time Student Enrollment Trends: NMJC enrollment is significantly affected by the up and down cycles of the “boom or bust” oil and gas economy and tracks in tandem with the local unemployment rate. History indicates that when the local unemployment rate drops below 5%, the NMJC enrollment decreases. If the unemployment rate rises above 5%, NMJC enrollment increases. As one can see by the data below, when unemployment drops below 5% the rate of NMJC student decline is extremely steep and when the unemployment rate moves above the 5% threshold the rate at which students return to the NMJC campus is very slow.**

<b>Year:</b>	<b>Fall FTE:</b>	<b>Prior year Unemployment (Lea Co.)</b>	<b>NM State Unemployment</b>
<b>2014</b>	<b>1697</b>	<b>4.3%</b>	<b>6.5%</b>
<b>2013</b>	<b>1,651</b>	<b>4.1%</b>	<b>6.9%</b>
<b>2012</b>	<b>1,627</b>	<b>5.2%</b>	<b>7.4%</b>
<b>2011</b>	<b>1,966</b>	<b>7.3%</b>	<b>7.9%</b>
<b>2010</b>	<b>1,810</b>	<b>7.1%</b>	<b>6.8%</b>

**Below you will find the enrollment trends for the Allied Health Program at NMJC. Enrollments in this area are somewhat sensitive to the economy but the real issue for NMJC is that we are unable to meet regional demand for licensed nurses and other allied health professions. Our program is bound by lack of available facilities. We can add necessary faculty capacity but do not have the requisite training labs and suitable classrooms to serve larger cohorts of students. We do have qualified students on the waiting list but are unable to accommodate them at this time.**

<b>Allied Health Enrollment</b>	<b>First Semester Students</b>	<b>Total Enrollment</b>
<b>Fall 2014</b>	<b>34</b>	<b>74</b>
<b>Fall 2013</b>	<b>29</b>	<b>58</b>
<b>Fall 2012</b>	<b>40</b>	<b>62</b>
<b>Fall 2011</b>	<b>32</b>	<b>58</b>
<b>Fall 2010</b>	<b>34</b>	<b>47</b>

**According to Economic Modeling Specials, Intl., demand for trained nurses in our region is expected to grow by 26% over the next eight years and demand for associated health care professionals is expected to grow by 14% over the next eight years. NMJC is currently unable to expand the current nursing program and**



***add key allied health programs given the physical limitations of our training facilities.***

Please review your institution's Full-Time Enrollment trends from previous academic year (not including Summer Semester). What is the enrollment in the program (not the overall student enrolment, just program) that the building will support? Has there been growth in overall and program enrollment? Or has there been a decline? Describe how the project is expected to impact FTE trends.

**Timeline for project completion: Planning and design will begin in the Fall of 2015. The construction will begin in June of 2017 and be completed by December of 2018.**

What is the anticipated duration of the project, from start to finish? Assuming your institution gets 100% of this request; will the funding support a phased or the full project?

**Funding from other sources: \$705,000.00 in STB funds were awarded during the 2015 Special Session for the Allied Health Building, additionally New Mexico Junior College will allocate \$2,250,000.00 from the local Oil and Gas mill levy taxes for this project. Total project is anticipated to be \$6,955,000.00.**

Detail other sources that will be utilized for project completion.

**5 year history of capital project funding: Please see attached spreadsheet.**

**Green Screen for Buildings: New Mexico Junior College will follow the requirements set out in Executive Order 2006-001, LEED, and Target Finder, using energy efficient lighting, water saving fixtures, more insulation, and the recommended roofing solution.**

Define how the project will achieve the requirements listed in the State of New Mexico Executive Order 2006-001. If appropriate, add the LEED checklist and energy model (see email attached data spreadsheet).

**Safety: The facility will be incorporated into the NMJC security camera system and will be monitored by NMJC security personnel. Since the facility will be located on a lighted parking area which is in close proximity to lighted parking area of Lea Regional Medical Center, security and safety for students will be significantly enhanced. Lea Regional Medical Center is adjacent to the NMJC**

**campus and is the location where NMJC nursing students and faculty can go for their required clinical practice. To facilitate mass distribution of emergency messages, a system of speakers will be placed inside and outside of the facility. All safety measures will be installed to protect the public, students, and the facility. Adequate parking will be built into the site location and final plan.**

Define how the project will incorporate building security applications into the facilities (lighting, parking proximity, basic security devices, electronic access devices, etc.).

**Programmatic use of building: The construction of the Allied Health Building allows New Mexico Junior College to expand and grow the Allied Health programs. The current facility is space limited, antiquated and limits the number of successful students in the Allied Health program. The Allied Health facility is a priority for New Mexico Junior College as can be seen on page 66 of the NMJC Facilities Master Plan that was approved by the NMJC Board in December of 2005.**

Define the purpose of the project and how it will affect enrollment and/or degree production, especially for high need areas in the state or your area of service. How does the project relate to the five-year plan for your institution?

**Language for appropriation: Planning, design, engineering, equipment, furniture, and construction of an Allied Health building.**

Please input the language that would be included in the legislative bill if this project were to be recommended for funding. (Example: to plan, design, construct, equip or renovate Building x)

\*\*\*\*Note:

- Committee members will be given a copy of your institution's five-year plan submitted to NMHED.
- NMHED will provide binders for Capital Projects Committee members that will include for each institution this form, a matrix with space utilization numbers, full-time enrollment trends, and five-year plans. If your institution would like for the Committee to review additional information, please bring ten (10) copies and plan to distribute them at the hearing. NMHED will not copy and distribute additional/other presentation documents for institutions.

NEW MEXICO HIGHER EDUCATION DEPARTMENT

SUSANA MARTINEZ  
NEW MEXICO GOVERNOR

DR. BARBARA DAMRON  
CABINET SECRETARY

**2015 YEARLY CAPITAL PROJECTS SUMMER SESSION**

**August 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 11<sup>th</sup>, and 12<sup>th</sup>, 2015**

**Project Evaluation Form**

**Deadline to submit this form to NMHED is June 1, 2015**

**Institution: New Mexico Junior College**

Name and Branch (if applicable).

**Project Title: Sustainable Energy Development**

Please be descriptive

**Project Description: Planning, design, engineering, equipment, construction, and installation a one to two MW AC ground-mounted photovoltaic system covering approximately 15 acres of land located on the campus of New Mexico Junior College.**

Be thorough in description. Include location (Include an attached campus map), square footage, usage, spaces, number of floors, and other pertinent information.

**Project Cost: \$4,000,000.00, projections were developed using input from the Manager of Lea County Electric Coop. Lea County Electric Coop is very knowledgeable in generation, wind generation, and Photovoltaic generation.**

List the amount that will be requested for funding. Explain how the cost was determined: i.e. cost per square foot, design professional's estimate, estimator, related project, etc.

**Priority: Two**

Please list the priority of this project among those projects that will be presented by your institution to the Committee.

**Space Utilization: Using the information provided by the HED, New Mexico Junior College has 428,561 square feet of I&G space. Comparing the I&G square footage to the I&G FTE minus the Web FTE the square footage is 392.**

Please review your Instructional and General Square Feet per Full Time Enrollment

shown on Form 03 – 2014 NMHED IG Sq Ft: If there is a difference of 5% or greater in

**Full-Time Student Enrollment Trends: NMJC enrollment is significantly affected by the up and down cycles of the “boom or bust” oil and gas economy and tracks in tandem with the local unemployment rate. History indicates that when the local unemployment rate drops below 5%, the NMJC enrollment decreases. If the unemployment rate rises above 5%, NMJC enrollment increases. As one can see by the data below, when unemployment drops below 5% the rate of NMJC student decline is extremely steep and when the unemployment rate moves above the 5% threshold the rate at which students return to the NMJC campus is very slow.**

<b>Year:</b>	<b>Fall FTE:</b>	<b>Prior year Unemployment (Lea Co.)</b>	<b>NM State Unemployment</b>
<b>2014</b>	<b>1697</b>	<b>4.3%</b>	<b>6.5%</b>
<b>2013</b>	<b>1,651</b>	<b>4.1%</b>	<b>6.9%</b>
<b>2012</b>	<b>1,627</b>	<b>5.2%</b>	<b>7.4%</b>
<b>2011</b>	<b>1,966</b>	<b>7.3%</b>	<b>7.9%</b>
<b>2010</b>	<b>1,810</b>	<b>7.1%</b>	<b>6.8%</b>

**The College has completed an Alternative Degree option and additional phases of sustainable energy programs are in the development stages. The College is in need of the working environment to give the students the hands-on experience to have, a two year degree program with face-to-face and online offerings. Additionally, the College is working on the offerings for the dual credit program to give high school students opportunities to experience and learn about all phases of energy industries. The College has been developing certificate programs that would provide training in the traditional energy field such as technician (linemen) training for electrical energy providers. There is a great demand and opportunity for young men and women with technical training in the energy fields. In the electrical energy industry there is a large void of trained technicians in all phases of the field. The area electrical providers cannot find qualified young people to come into the industry. The same is true for the wind and solar providers. Many technicians are older and there is a lack of young technically trained people to fill the positions that will be opening up due to retirements. Rural Electric Coops nationwide have expressed a concern about the large number of upcoming retirements and the need for trained experienced young people to come in and take these positions over the next few years.**

Please review your institution's Full-Time Enrollment trends from previous academic year (not including Summer Semester). What is the enrollment in the program (not the overall student enrolment, just program) that the building will support? Has there been growth in overall and program enrollment? Or has there been a decline? Describe how the project is expected to impact FTE trends.

**Timeline for project completion: Design and engineering will begin in the spring of 2017. The construction will begin in June of 2017 and be completed by December of 2018.**

What is the anticipated duration of the project, from start to finish? Assuming your institution gets 100% of this request; will the funding support a phased or the full project?

**Funding from other sources: None, total project is estimated to cost \$4000,000.**

Detail other sources that will be utilized for project completion.

**Green Screen for Buildings: Where appropriate for this project, New Mexico Junior College will follow the requirements set out in Executive Order 2006-001, LEED, and Target Finder, using energy efficient lighting, water saving fixtures, more insulation, and the recommended roofing solution.**

Define how the project will achieve the requirements listed in the State of New Mexico Executive Order 2006-001. If appropriate, add the LEED checklist and energy model (see email attached data spreadsheet).

**Safety: The Wind Generating and Photovoltaic area will be incorporated into the NMJC security camera system and will be monitored by NMJC security personnel. The entire facility is and will be surrounded by safety fencing and have security lighting covering the entire space.**

Define how the project will incorporate building security applications into the facilities (lighting, parking proximity, basic security devices, electronic access devices, etc.).

**Programmatic use of building: The development of the Sustainable Energy site will enhance the educational capabilities of the NMJC Energy Technology program and will provide the College with a source of renewal energy that will partially offset utility operating cost. The development of the photovoltaic**

**electricity is described on page 26 of the NMJC Facilities Master Plan that was approved by the NMJC Board in December of 2005.**

Define the purpose of the project and how it will affect enrollment and/or degree production, especially for high need areas in the state or your area of service. How does the project relate to the five-year plan for your institution?

**Language for appropriation: Planning, design, engineering, equipment, construction, and installation of a one to two Megawatt AC ground mounted photovoltaic system located on the campus of New Mexico Junior College.**

Please input the language that would be included in the legislative bill if this project were to be recommended for funding. (Example: to plan, design, construct, equip or renovate Building x)

\*\*\*\*Note:

- Committee members will be given a copy of your institution's five-year plan submitted to NMHED.
- NMHED will provide binders for Capital Projects Committee members that will include for each institution this form, a matrix with space utilization numbers, full-time enrollment trends, and five-year plans. If your institution would like for the Committee to review additional information, please bring ten (10) copies and plan to distribute them at the hearing. NMHED will not copy and distribute additional/other presentation documents for institutions.





# NEW MEXICO JUNIOR COLLEGE

Office of the President

## MEMO

**Date:** August 16, 2015  
**To:** New Mexico Junior College Board Members  
**From:** Steve McCleery  
**Subject:** Health and Wellness Center MOU

As you know, New Mexico Junior College is partnering with Lea County, the City of Hobbs, the Hobbs Municipal School District, the J.F Maddox Foundation, and the University of the Southwest to construct and operate a Health and Wellness Learning Center.

As a demonstration of the unprecedented level of support from the public entities involved in this effort, a joint public meeting of the Boards/Commissions of New Mexico Junior College, the City of Hobbs, the Hobbs Municipal Schools, and Lea County Commission was held on October 17, 2013 at which time each entity adopted a resolution of support.

Ron Black, Scotty Holloman, Dan Hardin, and I spent Friday, August 14, 2015 with the Health Wellness and Learning Center Partners and finalized the partner MOU. Prior to approving the construction of the Health, Wellness, and Learning Center, the HED will need this approved and signed MOU.

Enclosed you will find a copy of the MOU. At the August 20, 2015 NMJC Board Meeting, Ron Black and I will walk you through the MOU. If needed, please consider giving me the authority to negotiate minor changes to the document.

Thank you for your consideration!

MEMORANDUM OF UNDERSTANDING  
AMONG THE CITY OF HOBBS, THE BOARD OF EDUCATION OF HOBBS MUNICIPAL  
SCHOOL DISTRICT, NEW MEXICO JUNIOR COLLEGE AND LEA COUNTY FOR THE  
DESIGN, CONSTRUCTION, OPERATION AND JOINT USE  
OF A HEALTH WELLNESS AND LEARNING CENTER

This Memorandum of Understanding (“MOU”) is made by and among the City of Hobbs (“City”), New Mexico Junior College (“NMJC”), the Board of Education of Hobbs Municipal School District (“District”) and Lea County, New Mexico (“County”) effective as of the date that all of the parties have executed this MOU and NMJC’s participation in this MOU has been approved for funding by the New Mexico Higher Education Department as contemplated by Section 3(a)(i), (ii) and (iii) and, if required, the City shall have obtained New Mexico Department of Finance approval of this MOU (“Effective Date”).

RECITALS

A. The City, NMJC, the District and the County desire to cooperatively construct and maintain a health wellness and learning center with amenities that include an indoor lap pool, large competitive swimming pool with diving area, warm water pool, dressing and shower rooms, spectator seating, office space (including administrative welcome/check-in desk) and meeting/multi-purpose space, secure storage space, a gymnasium, exercise areas with fitness equipment, instructional space, indoor play structure, indoor artificial turf field and outdoor improvements including parking areas and connections for food trucks, as well as such other amenities that may be approved by the parties and constructed within budget (the “Wellness Center”), the use of which will be shared by the City, NMJC and the District. The anticipated amenities for the Wellness Center are described in more detail on Exhibit A.

B. The parties have determined that joint participation in the design, construction, maintenance and use of the Wellness Center as set forth in this MOU will benefit the parties, the students of NMJC and the District, and the residents of the City and the County.

C. The Wellness Center will replace outdated facilities currently operated by NMJC, the City and the District, and provide recreational, fitness and learning opportunities for NMJC and District students, City residents and County residents. By combining their resources the parties can provide for a single facility to serve all of their needs, with more amenities, and at a cost that would be lower than constructing and maintaining separate facilities.

D. NMJC currently owns and operates an outdated and nonfunctional facility known as the Del Norte Center, which has the only warm water pool in Lea County. The Del Norte Center, which is located off-campus, is used by NMJC for classes and NMJC-sponsored activities and, in addition, is available for use by NMJC students. Built in 1979, the Del Norte Center is past its useful economic life and was designed for purposes that are not consistent with the needs of NMJC. The Del Norte Center is scheduled to be decommissioned as soon as a replacement can be built. NMJC has determined that the Wellness Center can function as such a replacement at a potentially lower cost to NMJC than a facility separately constructed, owned and maintained by NMJC.

E. The District owns, and the City operates, a water sports facility, with a competition-size indoor pool and diving area, known as the “Demarius Badger Natatorium” (“Natatorium”). The Natatorium is used for water sports team practices and competitive meets. Like the Del Norte Center, the Natatorium is well past its useful, functional life and the District needs to replace the facility. The Wellness Center will replace the Natatorium, which will be decommissioned and re-purposed. The costs to the District to design, construct and maintain the Wellness Center in cooperation with the other parties, will be potentially less than the costs the District would incur to build and maintain a new natatorium on its own.

F. The City is in need of a community recreation facility that has the amenities to provide a variety of recreational opportunities to the general public, including swimming, fitness activities and recreational classes. The Wellness Center can fulfill these needs. The City has determined that working jointly with the parties under this MOU will allow the City to develop a better facility, with more amenities, than the City could obtain for the amount of its contributions under this MOU alone.

G. The City entered into a contract for the acquisition of approximately 12.8 acres of land on which the Wellness Center will be built (“Center Land”). The Center Land, described on Exhibit B, is located adjacent to the NMJC Campus. The City structured the acquisition so that the seller will convey undivided interests in the Center Land to NMJC, the City and the District (“Owners”), as tenants in common. In addition, the City is willing to contribute Fifty Million Dollars (\$50,000,000.00) towards the cost to design, construct and equip the Wellness Center, consisting of Twenty-Five Million Dollars (\$25,000,000.00) of unrestricted general funds and Twenty-Five Million Dollars (\$25,000,000.00) of private grant funds. The City will also contribute funds for the on-going maintenance and repair of the Wellness Center in accordance with this MOU.

H. NMJC is willing to contribute towards the cost to design and construct the Wellness Center Five Million Dollars (\$5,000,000.00) from proceeds of general obligation bonds approved by the voters in New Mexico in November of 2014 (“General Obligation Bonds”), subject to approval of the contributions by the New Mexico Higher Education Department (“NMHED”), of which Fifty Thousand Dollars must be spent for Art in Public Places and an additional Five Million Dollars (\$5,000,000.00) from mill levy funds. In addition to this capital funding, NMJC is willing to contribute funds for the on-going maintenance and repair of the Wellness Center in accordance with this MOU.

I. The District is willing to contribute One Million Dollars (\$1,000,000.00) of local bond funds towards the costs to design and construct the Wellness Center. In addition, the District is willing to contribute funds for the on-going maintenance and repair of the Wellness Center in accordance with this MOU.

J. The County has determined that the Wellness Center will be a quality of life asset benefitting County residents. The Wellness Center will provide fitness and recreational opportunities to County residents, and offers the potential of attracting new business and residents to the County. For that reason the County is willing to contribute towards the on-going

costs of maintaining the Wellness Center, in accordance with this MOU. The County is not contributing any funds to the capital costs for the Wellness Center because it is leading and funding other quality of life initiatives in Lea County.

K. The parties estimate that it will cost Sixty-One Million Dollars (\$61,000,000.00) to design, construct and equip the Wellness Center. The City will design the Wellness Center, subject to approval of the design and construction documents by the Owners, and construct the Wellness Center in accordance with the construction documents approved by the Owners. As required by the NMHED, the Wellness Center will be designed and constructed to qualify for Silver LEED certification, or better.

L. Once the Wellness Center is completed, the parties will share in the cost of utilities and the maintenance of the Wellness Center and the use of the Wellness Center will be shared by the City, NMJC and the District, in accordance with this MOU. The costs of the programs and activities that the City, NMJC and the District conduct at the Wellness Center will be paid by the sponsoring entity and will not be shared.

#### AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Center Land; Off-Site Improvements. The City is party to a separate development agreement (“Development Agreement”) with the current owner of the Center Land (“Developer”), pursuant to which the City shall cause the Developer to convey title to the Owners as tenants in common, with each owning a separate undivided interest in the land in proportion to their initial capital contributions (City 82%, NMJC 16.4% and District 1.6%), free and clear of all liens and encumbrances other than any easements of record that will not interfere with the construction and operation of the Wellness Center and other items approved by the Owners. The City shall cause a title insurance policy to be issued to the Owners. The form of the deed conveying the land shall be subject to approval by the Owners. Pursuant to the Development Agreement, the City shall cause all off-site roadways, utilities and drainage improvements required for the Wellness Center to be constructed and bring all required utilities to the boundary of the Center Land, or located in an adjacent public right of way (collectively, “Off-Site Improvements”). The projected cost of the Off-Site Improvements is Four Million Dollars (\$4,000,000.00). The City shall be the sole owner of the Off-Site Improvements and all income generated from the Development Agreement. None of the revenue generated from the Development Agreement shall be deemed Wellness Center income or deposited in the City’s Special Revenue Fund established for the Wellness Center.

2. Wellness Center Design and Construction. The Wellness Center will be constructed on the Center Land, in accordance with design and construction documents approved by the Owners. The City shall design the Wellness Center and prepare construction documents for the construction of the Wellness Center, subject to the approval of the other parties, using the services of a licensed architect (“Architect”). The design of the Wellness Center must qualify the Wellness Center for Silver LEED certification, or better. The parties anticipate that the Wellness

Center will include the amenities and features listed on Exhibit A, subject to modifications, additions and deletions that may be approved by the parties during the design process.

- a. Once the Schematic Design Documents have been approved by the Owners, the City shall cause Design Development Documents to be prepared for approval by the Owner. Based on the approved Design Development Documents, the City shall cause Construction Documents to be prepared for approval by the Owners, subject to the following limitation. Approval of the Construction Documents by NMJC and the District shall be limited to confirming that the Construction Documents conform to the design and details reflected in the Schematic Design Documents and Design Development Documents approved by the Owners. Once the Construction Documents have been approved by the Owners, any variances from or changes to the Construction Documents shall be subject to the prior approval of all of the Owners. However, change orders to the City's contract for the construction of the Wellness Center implementing the approved changes for the Construction Documents shall not be subject to the Owners' approval.
- b. The City shall cause the Wellness Center to be constructed in accordance with the Construction Documents approved by the Owners, using the services of a New Mexico licensed construction contractor ("Contractor"). During the design and construction of the Wellness Center, the City shall provide regular updates on the progress of the project to the other Owners and respond to reasonable requests from NMJC and the District for information regarding the project. In addition, representatives of NMJC and the District will be given notice of all on-site construction progress meetings and may assign a representative to attend the meetings.
- c. The Architect and Contractor shall be engaged by the City in accordance with the applicable State statutes, including the New Mexico Procurement Code, and City policies and procedures. The award of contracts to the Architect and Contractor (either as a General Contractor or a Construction Manager at Risk) shall be made in the sole discretion of the City Commission; provided, however, all contracts entered into by the City for the design or construction of the Wellness Center shall include the following provisions:
  - i. NMJC and the District, as co-owners of the project, will be named as intended third party beneficiaries in all such contracts.
  - ii. The indemnity provisions in such contracts shall include NMJC and the District as indemnified parties.
  - iii. NMJC and the District will be named as additional insureds under the architect's and contractor(s)' commercial liability insurance. With respect to the contractor(s)' commercial liability insurance, NMJC and the District shall be named as additional insureds as to both on-going and completed operations, by endorsement.

iv. The architect and contractor(s) shall provide certificates of insurance to NMJC and the District and provide updated certificates before the prior certificates expire.

d. The parties anticipate that the construction of the Wellness Center will commence on or about March 1, 2016 and be completed by December 31, 2017, subject to any approved extension of such date permitted by the construction contract for the Wellness Center.

3. Capital Funding. In addition to the conveyance of the Center Land, the City agrees to contribute Fifty Million Dollars (\$50,000,000.00) as partial funding for the cost to design, construct and equip the Wellness Center, to be allocated (i.e., appropriated) to a Special Revenue Fund established by the City for the Wellness Center under a capital development account. NMJC agrees to contribute a total of Ten Million Dollars (\$10,000,000.00) as partial funding for the costs to design and construct the Wellness Center, which includes Fifty Thousand Dollars (\$50,000.00) designated for Public Art, subject to approval of the NMHED and the terms and conditions of this MOU. NMJC's contributions for design costs will only be made when the following conditions have been satisfied: (i) the Center Land shall have been conveyed to the Owners as tenants in common, (ii) the agreement between the City and the Architect provides that NMJC is a third party beneficiary and co-owner of the design documents and construction documents for the Wellness Center, and (iii) the City shall have provided proof to NMJC and the District that the City's entire Fifty Million Dollar contribution for the costs to design, construct and equip the Wellness Center has been allocated the Special Revenue Fund for the Wellness Center and appropriated to the capital development account. The District agrees to contribute One Million Dollars (\$1,000,000.00) as partial funding for the cost to construct the Wellness Center. It shall be a condition of NMJC's and the District's obligations to make their respective contributions for partial funding of the costs to construct the Wellness Center that (i) the Owners shall have approved the final construction documents for the Wellness Center, (ii) a construction permit shall have been issued for the project, and (iii) the Owners shall have approved a final budget for the design, construction and equipping of the Wellness Center, including contingencies ("Capital Budget"), that does not exceed Sixty-One Million Dollars (\$61,000,000.00) in total, subject to the following. Any Owner may elect to contribute funds in addition to the required initial capital contributions described above, to pay design, construction and equipping costs in excess of \$61,000,000.00, in which event the final Capital Budget may exceed \$61,000,000.00 by the amount of the additional contributions made and actually allocated to the Special Revenue Fund for the Wellness Center and appropriated to the capital development account.

a. If the foregoing conditions are satisfied, then NMJC shall make its capital contributions for the Wellness Center in accordance with the following procedures.

i. Provided that NMJC has received an executed amendment to the agreement between the City and its Architect for the Wellness Center that names NMJC and the District as third party beneficiaries and co-owners of

the design documents, plans and specifications prepared by the Architect for the Wellness Center, NMJC shall reimburse the City for expenses incurred for designing the Wellness Center, preparing construction documents and obtaining construction permits, to be paid from the proceeds of the General Obligation Bonds up to a maximum of Four Million Nine Hundred Fifty Thousand Dollars (\$4,950,000.00) and Fifty Thousand Dollars (\$50,000.00) for Art in Public Places, subject to approval from the NMHED in accordance with the Memorandum Concerning Draw Procedures for New Mexico Junior College Health and Wellness Center attached as Exhibit C. NMJC will reimburse only such expenses that are incurred after the date of the sale of the General Obligation Bonds. The City shall invoice NMJC for this reimbursement and include with the invoice documentation reasonably substantiating the amount of the reimbursement requested including copies of the account ledger for the project, a list of all expenses by date, vendor name, purpose and amount and the supporting billing invoices from the Architect and other applicable vendors. The City shall provide any additional information or documentation required by the NMHED in order to authorize the payment to NMJC. NMJC shall only be obligated to make any payments under this subparagraph 3(a)(i) if the NMHED authorizes such payments from the General Obligation Bonds. NMJC and the City shall joint apply for the Fifty Thousand Dollars (\$50,000.00) of funding from Art in Public Places.

- ii. If the reimbursements paid by NMJC under subparagraph (i) above for design costs are less than Four Million Nine Hundred Fifty Thousand Dollars (\$4,950,000.00), then following the date that the City issues a notice to proceed with the construction of the Wellness Center, NMJC will reimburse the City for costs incurred for construction of the Wellness Center (“Construction Costs”) in an amount equal to the difference, to be paid from the balance of the proceeds of the General Obligation Bonds, subject to approval from the NMHED. The City shall invoice NMJC for this reimbursement and include with the invoice a copy of the account ledger for the project, a list of all expenses by date, vendor name, purpose and amount and copies of draw requests, signed by the Contractor and certified by the Architect, and other documentation reasonably substantiating the amount of the reimbursement requested. The City shall provide any additional information or documentation required by the NMHED in order to authorize the payment to NMJC. NMJC shall only be obligated to make any payments under this subparagraph 3(a)(ii) if the NMHED authorizes such payments from the General Obligation Bonds.
- iii. After the Four Million Nine Hundred Fifty Thousand Dollars (\$4,950,000.00) of reimbursements for design and construction costs from the proceeds of the General Obligation Bonds pursuant to subparagraph (i) and (ii) above, have been expended and reimbursed by NMHED from the

General Obligation Bonds, NMJC will contribute an additional Five Million Dollars (\$5,000,000.00) as partial funding for the costs to construct the Wellness Center. This additional Five Million Dollars (\$5,000,000.00) shall be payable in monthly installments commencing on the later to occur of the date the Wellness Center is approximately forty percent (40%) complete, as certified by the Architect, and the date that NMHED has paid NMJC the \$5,000,000.00 of reimbursements from the General Obligation Bonds, as described in subparagraphs 3(a)(i) and (ii) above. The City shall invoice NMJC monthly in an amount equal to eight percent (8%) (or such other percentage as NMJC and the City may agree) of the eligible construction costs incurred until the \$5,000,000 is paid, with any outstanding balance billed when the certificate of occupancy is issued for the Wellness Center. The invoices shall include documentation reasonably substantiating the amount of the payment requested, consistent with the City's existing accounting practices. The City shall deposit such contributions in the City's Special Revenue Fund for the Wellness Center, for credit to the capital development account established for the Wellness Center and use such contributions only for the payment of the direct costs incurred by the City to construct the Wellness Center.

- b. The District shall contribute One Million Dollars (\$1,000,000.00) as partial funding for the costs to construct the Wellness Center. The District's contribution shall only be made when the following conditions are satisfied: (i) the Center Land is conveyed to the Owners and (ii) the agreement between the City and the Architect provides that the District is a third party beneficiary under the agreement. The District's contributions shall be applied to the first One Million Dollars (\$1,000,000.00) of construction costs incurred by the City for the Wellness Center. The City shall invoice District and include with the invoice a copy of the account ledger for the project, a list of all expenses by date, vendor name, purpose and amount and copies of draw requests, signed by the Contractor and certified by the Architect, and other documentation reasonably substantiating the amount of the reimbursement requested until District has paid the entire One Million Dollars (\$1,000,000.00) contribution. City shall deposit such contributions in the City's Special Revenue Fund established for the Wellness Center and use such contributions only for the payment of the direct costs incurred by City to construct the Wellness Center.
- c. The City shall contribute Fifty Million Dollars (\$50,000,000.00) as partial funding for the costs to design, construct and equip the Wellness Center. The City's \$50,000,000.00 contribution shall be allocated (i.e., appropriated) to the Special Revenue Fund established by the City for the Wellness Center prior to commencement of the construction of the Wellness Center. Only the City's contribution shall be used to purchase equipment, such as exercise equipment, desks, cabinets and any other personal property included in the Capital Budget for the Wellness Center and all such personal property shall be the property of the City.



- d. If upon completion of the Wellness Center and the installation of the equipment for the Wellness Center, there are any surplus funds in the capital development account established for the construction of the Wellness Center in the City's Special Revenue Fund, such surplus funds shall be transferred to the Capital Reserve Account, as defined in Section 5(b) below.
- e. Nothing in this Section 4 shall be interpreted as limiting the amount of funds that any party may contribute towards the costs to design, construct and equip the Wellness Center, including without limitation funding for additive alternates that may be identified during the design of the Wellness Center or post-completion improvements or additions to the Wellness Center. The parties agree to cooperate with each other's efforts to identify and obtain additional funding for the design and construction of the Wellness Center, if needed.

4. Wellness Center Use and Maintenance. The Owners will hold legal title to the Wellness Center. Commencing on the date that the Wellness Center is substantially complete, the City shall staff and equip the Wellness Center and operate, maintain and repair the Wellness Center, as property manager, so as to keep the Wellness Center in good operating condition. Use of the Wellness Center shall be shared by the Owners as follows:

- a. The City shall provide NMJC with (i) access to the lap pool and the warm water pool for open recreation for its students and NMJC classes and activities for up to six (6) hours per day Monday through Friday and two (2) hours per day on Saturday and Sunday, and (ii) access to other areas of the Wellness Center for NMJC-sponsored classes and other activities as may be scheduled with the City's approval, at no additional charge above its contributions. For clarification, NMJC shall not have a vested right to use other areas of the Wellness Center and may only use such areas if not committed by the City for City-sponsored events and activities or dedicated for use by the District, as provided below. In addition, NMJC shall be allotted a reasonable amount of secure storage space for its supplies and equipment used in connection with its classes and activities. NMJC's use of the warm water pool shall have priority over use by any other party, any third parties or the public. Participants in NMJC classes and activities will not be charged any fees for the use of the Wellness Center for such classes. In addition, full-time NMJC students shall not be charged a fee (i) for the use of the lap pool and the warm water pool during NMJC's allotted times or during the times that these facilities are available for use by the general public or (ii) for use of the other areas of the Wellness Center when participating in NMJC scheduled classes and activities during the times allotted for NMJC's use of the facility, as described above. NMJC will not be required to pay any additional fees and charges for use of the Wellness Center by NMJC or its students (for NMJC classes and activities only) above its contributions towards Facility Costs as set forth below in Section 5, and may retain all of the fees paid by participants in NMJC's classes and activities held at the Wellness Center. Except as expressly provided above, NMJC students may be charged for use of the Wellness Center in the manner and

in the same amount as a member of the general public. Notwithstanding the foregoing, the City and NMJC may jointly sponsor, or cooperatively provide for, events and activities at the Wellness Center under such terms and at such times as the City and NMJC may agree.

- b. The City shall provide the District with access to the large pool (i) three hours (3) per day for weekday practices held for its water sports teams during the school year (including winter and spring breaks) and during the summer as may be scheduled in accordance with District policies and permitted under the Swimming & Diving Regulations & Policies of the New Mexico Athletic Association (NMAA) and (ii) for District-sponsored water sports meets sanctioned by NMAA, at no additional charge above its contributions towards Facility Costs as set forth below in Section 5. The parties intend that this subsection (b) shall provide for the District's use of the large pool for the designated number of hours (i) during the school year and (ii) during the summer time, but only to the extent permitted under the NMAA Swimming & Diving Regulations & Policies. The District and the City agree to cooperatively develop a summertime schedule for the large pool that will allow for permitted District use and reasonable public use of the large pool for revenue generating purposes.
- c. The City shall have priority use of meeting space for its administrative meetings related to the operation of the Wellness Center. The other parties shall have priority for use of meeting space over the use of the space by third parties or the general public, subject to the following qualification. The City shall not be required to cancel paid reservations (reservations for which the use fee has been paid in full) in order to accommodate a request for use of meeting space from a party. In other words, paid reservations will not be bumped to accommodate use of meeting space by the parties. The parties shall not be charged a fee for use of meeting space.
- d. Use of the Wellness Center not committed to NMJC and the District as provided in Sections 4(a), (b) and (c) above, shall be available to City. Without limiting the foregoing the City's Recreation Department shall have use of the large pool (when not dedicated to District use as described above), basketball courts, multi-use areas, exercise areas, indoor field and play areas for its classes and City-sponsored programs and activities. In addition, the office space in the Wellness Center shall be available only to the City's Recreation Department for housing staff involved in the operation of the Wellness Center.

5. Facility Operation and Funding.

- a. The City shall operate the Wellness Center in accordance with this MOU. So long as the facilities committed to use by NMJC and the District, are made available to NMJC and the District in accordance with Sections 4(a), (b) and (c), the City shall have control over all other uses of the Wellness Center, including the City's programs and activities conducted at the Wellness Center. The City

may retain all of the fees paid by participants in the City's classes and activities held at the Wellness Center.

- b. The parties project that initially, the annual costs of utilities, maintenance, repairs and replacements for the Wellness Center ("Facility Costs") will be One Million Three Hundred Thousand Dollars (\$1,300,000.00). Facility Costs include the direct cost of utilities (electricity, gas, water, sewer and telephone), janitorial service, maintenance, repairs and contribution a reserve for capital repairs and replacements at the Wellness Center ("Capital Reserve Account") established in the Special Revenue Fund created by the City for the maintenance and operation of the Wellness Center. Facility Costs shall not include any costs incurred by a party to conduct its classes, programs and activities at the Wellness Center or any indirect costs or overhead. Notwithstanding the foregoing, Facility Costs that are shared by the parties, as set forth below, may include a reasonable administrative fee paid to the City in consideration of its scheduling (for the benefit of NMJC and the District), budgeting, accounting and reporting duties under this MOU, in an amount approved by the Facility Committee. The City shall pay any such administrative fee from the Facility Contributions (defined below) paid by NMJC, the County and the District.
- c. The parties agree to make the following annual contributions towards Facility Costs ("Facility Contributions"), subject to an annual CPI adjustment with respect to the Facility Contributions by NMJC, the District and the City, as stated in subparagraph (v) below:
  - i. NMJC will contribute Three Hundred Thousand Dollars (\$300,000.00) annually towards Facility Costs;
  - ii. the County will contribute Three Hundred Thousand Dollars (\$300,000.00) annually towards Facility Costs;
  - iii. the District will contribute One Hundred Thousand Dollars (\$100,000.00) annually towards Facility Costs; and
  - iv. the City will contribute Six Hundred Thousand Dollars (\$600,000.00) annually towards Facility Costs.
  - v. Commencing on July 1, 2019, and on the first day of July thereafter, NMJC's, the District's and the City's Facility Contribution shall be increased by the percentage increase in the CPI from the prior July 1st, but in no event greater than five (5%) percent in any one year. In no event will a CPI adjustment result in a decrease Facility Contributions. The term "CPI" shall mean the revised Consumer Price Index, All Urban Consumers, US City Average - All Items (CPI-U), 1982-84=100, issued by the Bureau of Labor Statistics of the United State Department of Labor. If

the CPI is changed so that a base year other than 1982-84 is used, the CPI used herein shall be converted in accordance with the conversion factor published by the Bureau of Labor Statistics. If the CPI is discontinued during the term of this MOU, the parties shall select and substitute another similar index. The County's Facility Contribution shall not be subject to any CPI adjustment.

- vi. Any party may elect to contribute more than its annual Facility Contribution.
  - vii. The City shall endeavor manage the Wellness Center in accordance with the Annual Facility Budget. So long as the availability of the Wellness Center to NMJC and the District, as described in Section 4, is not reduced, the City may make such adjustments as may be necessary to the public, third party and City uses of the Wellness Center as needed to maintain, repair and operate the Wellness Center within the Annual Facility Budget. Any reduction in the availability of the Wellness Center to NMJC and the District shall require the prior written consent of the affected party. For clarification, the term "operate" refers to the operation of the building and other improvements and not to the programs and activities that may be conducted by the City at the Wellness Center. The parties do not intend that the Annual Facility Budget will place any limitations, or requirements, on the amounts that the City may elect to expend for its programs and activities conducted at the Wellness Center.
  - viii. In the event that the City imposes a Lodgers Tax or Convention Center Fee under the Convention Center Financing Act, or similar tax, the proceeds of the tax shall be utilized by the City in the City's discretion.
  - ix. Annual Facility Contributions of NMJC, the District and the City may be subject to reduction as provided in Section 5(f) below. In addition to the annual CPI adjustment, the contributions by NMJC, the District and the City for Facility Costs of the Wellness Center may be modified by an amendment to this MOU, approved by the Board of NMJC, the Board of Education of the District and the City Council and signed by NMJC, the District and the City (County approval will not be required). The County's contribution for Facility Costs may only be increased by the voluntary action of the County as described in subparagraph (vi) above. The parties agree that the County's Annual Facility Contribution is set at Three Hundred Thousand Dollars (\$300,000.00) annually. Nothing in this MOU shall be interpreted as modifying the County's Annual Facility Contribution or obligating the County to contribute to any deficit created if Facility Costs exceed the parties' annual Facility Contributions.
- d. In order to have a sufficient cash reserve for payment of Facility Costs when the Wellness Center is scheduled to open on December 31, 2017, the parties agree to

make the contributions for a cash reserve in an amount equal to its annual Facility Contributions (“Cash Flow Reserve”). Each party shall pay an amount equal to its annual contribution above, in one lump sum on July 10, 2017. Alternatively, each party may pay its contribution to the Cash Flow Reserve in four (4) equal payments on October 10, 2016, January 10, 2017, April 10, 2017 and July 10, 2017. Such contributions for the Cash Flow Reserve shall be deposited by the City into a reserve account under the Special Revenue Fund established by the City for the Wellness Center, and are in addition to the annual Facility Contributions that will commence in fiscal year 2017-2018. Upon any termination of this MOU or a party’s participation in the MOU pursuant to Sections 10 or 11 below, each party’s contribution to the Cash Flow Reserve shall be refunded.

- e. Because the Wellness Center will be opening mid-year, contributions for fiscal year 2017-2018 will be one-half of the annual Facility Contributions described above and shall be paid in equal installments on January 10, 2018 and April 10, 2018. Commencing with fiscal year 2018-2019, all annual Facility Contributions will be paid in equal installments on July 10, October 10, January 10 and April 10 of each fiscal year. The annual Facility Contributions of the parties shall be as stated in paragraph 5(c) until such time as NMJC, the City and the District execute an amendment to this MOU to modify their annual contributions, as provided above. All annual Facility Contributions shall be deposited into the City’s Special Revenue Fund established for the Wellness Center.
- f. Commencing on September 1, 2018, by no later than September 1<sup>st</sup> of each fiscal year, the City shall prepare and present to the Facility Committee (defined below) a financial report on the Facility Costs for the prior fiscal year, which shall include total costs incurred by category, total Facility Contributions by source (including revenues from Long Term Contracts, as defined below) and any other information requested by the Facility Committee (“Year-End Financial Report”). If the Year-End Financial Report reflects a net surplus (Facility Contributions for the year exceed Facility Costs for the year), the amount of the surplus shall be retained by the City and allocated to the Capital Reserve Account for the Wellness Center, until the Capital Reserve Account reaches a total of Three Million Dollars (\$3,000,000.00), at which time any surplus shall be retained by the City and applied to Facility Costs for Wellness Center as agreed by NMJC, the District and the City, in writing. (If the parties fail to agree within four (4) months after the year-end on how such surplus will be applied to Facility Costs, then the surplus shall be credited, prorata, against NMJC’s, the District’s and the City’s Facility Contributions for the following fiscal year.) For the purposes of this Section 5(f), the contributions made by the parties under Section 5(b) for the Cash Flow Reserve shall be excluded from computation of the Facility Contributions for the fiscal year and any surplus.

- g. The City, NMJC and the District shall not be required to report to the Facility Committee the costs incurred and revenues realized from their respective programs and activities conducted at the Wellness Center.

6. Facility Committee; Facility Schedule. The Owners shall establish a Facility Committee to oversee the maintenance, repair and upkeep of the Wellness Center and scheduling use of the facility by NMJC and the District (“Facility Committee”), consisting of representatives from each of the Owners of the Wellness Center. Each Owner may appoint a named representative and any number of alternates, but each Owner may only cast the number of allotted votes regardless of the number of its representatives at the meeting. The votes are allotted as follows: four (4) votes for the City, two (2) votes for NMJC and one (1) vote for the District. Actions of the Facility Committee to approve the Annual Facility Budget under subsection (a) below shall be by a majority of the allotted votes (at least 51% rounded up to the next whole number or 4 votes). Any other action by the Facility Committee shall require a majority vote, plus the concurrence of at least two of the Owners. (For example, if an action to expend funds from the Capital Reserve Account is approved by the City (4 votes) the action would not be valid unless the representatives of at least one other Owner concur in the action and that concurrence is recorded in the minutes of the meeting.) Votes may be taken at any meeting with representatives of at least two Owners. Actions may also be approved by unanimous written consent. The Facility Committee shall adopt its own bylaws governing its operation. The role of the Facility Committee is limited to scheduling the shared use of the Wellness Center in accordance with the terms of this MOU and overseeing the maintenance, repair and upkeep of the physical improvements comprising the Wellness Center. The role of the Facility Committee shall not extend to control over, or involvement in, the programs and activities conducted by the City, NMJC and the District at the Wellness Center.

- a. The City shall prepare and present to the Facility Committee its proposed annual budget for Facility Costs for the Wellness Center (“Annual Facility Budget”) for approval by the Facility Committee, together with report of the actual and projected expenses and contributions for the current fiscal year and such supporting documentation as the Facility Committee members may request. Approval of the Annual Facility Budget by the Facility Committee will be limited to confirmation that the contributions by NMJC, the City, the District and the County do not exceed the amounts set forth in Section 5 of this MOU as it may be amended (including any voluntary contributions), and that the proposed budget is sufficient to (i) maintain the Wellness Center in good condition and repair, including adequate funding for unanticipated or emergency repairs and replacements and (ii) provide for the use of the Wellness Center by NMJC and the District in accordance with Section 4 of the MOU. The City may expend funds for the Facility Costs in accordance with the approved Annual Facility Budget, with the right to transfer between accounts as needed, subject to the following limitation. Expenditures or transfers from the Capital Reserve Account for the Wellness Center must be approved in advance by the Facility Committee.
- b. With the third proposed Annual Facility Budget, the City shall prepare and present to the Facility Committee a Reserve Study for the building and grounds

components of the Wellness Center including a recommended amount to budget for contributions to the Capital Reserve Account. The cost of the Reserve Study will be a Facility Cost included in the applicable Annual Facility Budget, and paid from the parties' Facility Contributions. The Reserve Study shall be updated and presented to the Facility Committee at least once every three years. All updates to the Reserve Study shall include an assessment of the condition and remaining useful life of the major components of the Wellness Center building and grounds.

- c. In addition, for each fiscal year the Facility Committee shall develop and approve an annual schedule for use of the Wellness Center by NMJC and the District, ("Facility Schedule"). The Facility Schedule shall comply with the terms of this MOU and provide for use of the Wellness Center by NMJC and the District in accordance with Section 4 of the MOU. The Facility Schedule shall be approved by no later than April 1<sup>st</sup> of the prior fiscal year. All scheduled use of the Wellness Center during times not committed to NMJC or the District by the terms of this MOU shall be allocated to the City and shall not be subject to approval of the Facility Committee.
  - d. The Facility Schedule may be modified by the Facility Committee from time to time, provided that the modified Facility Schedule complies with requirements of this MOU.
  - e. In the event that, pursuant to Section 11 below, the City becomes the sole owner of the Wellness Center and NMJC and the District no longer have any obligation to make Annual Facility Contributions, then the Facility Committee shall be dissolved. In which event, the City shall have sole control over the budgeting and use of the Wellness Center.
7. Adequate Use Fees; Long Term Contracts. The City shall have the right, as agent for the Owners, to enter into contracts for use of the Wellness Center, subject to the following limitations. Any contract for use of the Wellness Center by a private entity (non-profit or for-profit) for use of the Wellness Center, shall obligate the private entity to pay fees for use of the Wellness Center that are adequate (i.e., do not violate the Anti-Donation Clause of the New Mexico Constitution and reasonably compensate the Owners for use of the facility.). Any contract for use of the Wellness Center for other than a single, non-reoccurring event or a single season (for sports teams), each, a "Long Term Contract", shall be subject to approval by the Facility Committee for the purposes of determining that the fees charges are adequate and that contemplated use will not interfere with the uses of the Wellness Center dedicated to NMJC and the District. Twenty-five percent of the revenue from any such Long Term Contracts shall be dedicated to the maintenance and repair of the Wellness Center and added to the City's annual Facility Contribution as an increase to the City's Contribution for each year in which the revenue is received. The parties agree that the City may retain all other revenue from third party use of the Wellness Center to offset the costs of City programs and City-sponsored activities, in consideration of the City's duties as property manager for the Wellness Center. For clarification, memberships are not Long Term Contracts.

8. Insurance. Each party shall maintain general liability insurance in accordance with the requirements of the New Mexico Tort Claims Act. The Owners shall maintain property insurance covering their respective interests in the Wellness Center and any personal property that each may have in the Wellness Center.

- a. The parties agree that in the event of any casualty damage to the Wellness Center, the proceeds from the property insurance maintained by the Owners for the damage to the Wellness Center shall be used to repair or replace the Wellness Center, as it existed prior to such damage (and not charged against the parties' Annual Facility Contributions to the extent covered by insurance proceeds). The City shall be responsible for performing the repairs or replacements, but only to the extent of the insurance proceeds, budgeted funds under the Annual Facility Budget and amounts collected from third parties, if any, such as forfeited damage deposits available to the City to pay the cost of such repairs and replacements. The parties shall cooperate so as to cause the proceeds of their respective property insurance policies to be available to the City to pay the costs of repairs or replacements to remedy casualty damage.
- b. Each party waives any claim it might have against the other party for any damage to or theft, destruction, loss, or loss of use of any real or personal property, to the extent the same is insured under any property insurance policy of the types described in this Section 8 that cover the Wellness Center or a party's personal property, regardless of whether the negligence of the other party caused the loss. Each party shall cause its insurance carrier to endorse all applicable property insurance policies waiving the carrier's rights of recovery under subrogation or otherwise against another party.

9. Dispute Resolution. In the event of any disagreement or dispute between or among the parties concerning the Wellness Center, including use of the Wellness Center by each Owner or the application or interpretation of this MOU, the NMJC President, the City Manager, the District Superintendent and the County Manager, or their designees, shall meet and endeavor to resolve the dispute. If the parties choose to engage the services of a third party mediator, the mediator shall be jointly selected and the costs of mediation shared equally by the parties. Any mediation session shall be held within thirty (30) days of selection of the mediator.

- a. If the disagreement or dispute is not resolved by the parties at such meeting or any subsequent meeting that may be scheduled by the parties for such purpose, then the sole and exclusive means for resolving the disagreement or dispute shall be by binding arbitration, before a single arbitrator, that is conducted in Lea County, New Mexico pursuant to the provisions of the New Mexico Uniform Arbitration Act. In the event the parties are unable to agree on the arbitrator, the arbitrator shall be selected by the senior presiding judge of the District Court of the Fifth Judicial District, Lea County, New Mexico.



- b. It is the parties' intent that the arbitration procedures utilized for resolution of their disputes provide the most prompt and expeditious decision as possible. The parties agree, therefore, to the imposition of expedited procedures by the arbitrator in each matter submitted to arbitration. Any decision or award rendered by the arbitrator shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction. The arbitration decision shall allocate costs of the arbitration and may include an award of attorneys' fees to the prevailing party.

10. Amendment or Termination of MOU. This MOU constitutes the entire agreement and understanding of the parties with respect to the subject matter herein. This MOU may be amended and modified only by a written amendment duly executed by all of the parties. This MOU may be terminated only by a written agreement signed by all of the parties ("Termination Agreement"). Any such Termination Agreement shall address the disposition of the Wellness Center and be subject to all required State approvals required for the disposition. Any such termination shall only be effective upon (i) the applicable State approvals being granted for the disposition of the Wellness Center and (ii) the recordation of the deed conveying the Wellness Center pursuant to the terms of the Termination Agreement, together with a copy of the Termination Agreement. As long as any two or more of the Owners are the owners of the Wellness Center, this MOU shall remain in full force and effect.

11. Assignment of Ownership Interests to the City. With the consent of the City, but not otherwise, NMJC or the District (each, an "Assignor") may assign its rights and obligations under this MOU, and convey its interest in the Wellness Center, to the City, which shall terminate the Assignor's participation in the MOU and any right of the Assignor to use the Wellness Center. Any such assignment and conveyance may be made only after the bonds that provided the funding for the Assignor's capital contributions have been satisfied, paid off or redeemed, and are no longer outstanding. Any such assignment and conveyance shall only be effective upon (i) the applicable State approvals (NMHED, New Mexico State Board of Finance, etc.), if any, being granted for the Assignor's disposition of its interest in the Wellness Center, (ii) the execution and recordation of an assignment and assumption agreement by the Assignor and the City as the assignee ("Assignment Agreement") whereby the City agrees to assume and perform the Assignor's obligations under the MOU, and (iii) the recording of a Quitclaim Deed executed by Assignor conveying the Assignor's interest in the Wellness Center to the City. From and after the effective date of any such assignment and conveyance, the Assignor shall no longer be a party to the MOU or have any rights or obligations with respect to the Wellness Center. If, with the consent of the City, the interests of all of the other Owners to this MOU are assigned to the City and their ownership interests in the Wellness Center are conveyed to the City, then this MOU shall continue as an agreement between the City and County until terminated in accordance with Section 10 above.

12. Binding Agreement; No Assignment Without Consent. This MOU shall be binding upon and inure to the benefit of the parties and their respective authorized successors and assigns. Nothing in this MOU shall create or be deemed to create any third party beneficiary rights in any person not a party to this MOU. No party may assign its rights, or delegate its obligations under this MOU and no Owner may convey its interest in the Wellness Center without the prior written

consent of the other parties, except as provided in Section 11 with respect to assignments and conveyances to the City, which require only the consent of the City. Any prohibited assignment or conveyance shall be void. Further, this MOU and the covenants and obligations herein are intended to be real covenants that run with the land and shall be binding on successor owners of the Wellness Center until terminated in accordance with its terms.

13. Nonappropriation. In accordance with the New Mexico Constitution, Article IX, if the performance of a party's obligations under this Agreement, whether conditional or unconditional, requires the expenditure of funds, then those obligations and the party's obligation to perform those obligations are contingent upon sufficient appropriations being made for the performance of those obligations by the party. The determination of sufficient appropriations shall be made by each party in its sole discretion.

14. Miscellaneous.

- a. This MOU supersedes any and all previous agreements or understandings between or among the parties concerning the Wellness Center.
- b. This MOU is made under and shall be governed by the laws of the State of New Mexico, without regard to any conflicts of law principles that would require the application of the law of any other jurisdiction.
- c. If any one or more of the provisions contained in this MOU shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions hereof, and the MOU shall be construed as if such invalid, illegal or unenforceable provision had never been a part hereof.
- d. The section and paragraph headings in this MOU are for convenience only and shall not be interpreted to limit or define the terms of this MOU.

15. Notices. All notices which may be or are required to be given, served, or sent by a party to the other parties pursuant to this MOU shall be in writing and shall be hand delivered, sent by overnight courier or mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by facsimile addressed as follows:

If to City:

City Manager  
City of Hobbs  
200 E. Broadway  
Hobbs, NM 88240  
Fax: (575) 397-0379

If to NMJC:

President  
New Mexico Junior College  
1 Thunderbird Circle  
Hobbs, NM 88240  
Fax: (575) 492-2768

If to District:

Superintendent  
Hobbs Municipal Schools  
P.O. Box 1030  
Hobbs, NM 88241  
Fax: (575)433-0140

If to County:

County Manager  
Lea County  
100 N. Main Street  
Lovington, NM 88260  
Fax: (575) 396-2093

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized officers, agents or representatives.

NMJC

COUNTY

NEW MEXICO JUNIOR COLLEGE

LEA COUNTY COMMISSION

By: \_\_\_\_\_  
Pat Chappelle, Chair

By: \_\_\_\_\_  
Gregory H. Fulfer, Commission Chairman

By: \_\_\_\_\_  
Ron R. Black, Secretary

By: \_\_\_\_\_  
Ron R. Black, Vice Chairman

By: \_\_\_\_\_  
Travis Glenn, Member

By: \_\_\_\_\_  
Rebecca Long, Member

By: \_\_\_\_\_  
Manny Gomez, Member

By: \_\_\_\_\_  
Dale G. Dunlap, Member

By: \_\_\_\_\_  
Hector Baeza, Member

By: \_\_\_\_\_  
James H. Britton, Member

By: \_\_\_\_\_  
Zeak Williams, Member

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mary Lou Vinson, Member

APPROVED AS TO FORM

By: \_\_\_\_\_  
Lea County Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM

By: \_\_\_\_\_  
New Mexico Junior College Attorney

Date: \_\_\_\_\_

CITY

CITY OF HOBBS

By: \_\_\_\_\_  
Sam D. Cobb, Mayor

By: \_\_\_\_\_  
Marshall R. Newman, Commissioner

By: \_\_\_\_\_  
Jonathan Sena, Commissioner

By: \_\_\_\_\_  
Crystal G. Mullins, Commissioner

By: \_\_\_\_\_  
Joseph D. Calderón, Commissioner

By: \_\_\_\_\_  
Garry A. Buie, Commissioner

By: \_\_\_\_\_  
John W. Boyd, Commissioner

Date: \_\_\_\_\_

APPROVED AS TO FORM

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

DISTRICT

BOARD OF EDUCATION OF HOBBS  
MUNICIPAL SCHOOL DISTRICT

By: \_\_\_\_\_  
Gary Eidson, President

By: \_\_\_\_\_  
Peggy Appleton, Vice President

By: \_\_\_\_\_  
Patricia D. Jones, Secretary

By: \_\_\_\_\_  
Joe Calderon, Member

By: \_\_\_\_\_  
Lance Wiseman, Member

Date: \_\_\_\_\_

ACKNOWLEDGMENTS

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by Pat Chappelle, Board Chair and authorized representative on behalf of New Mexico Junior College.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by Gregory H. Fulfer, Chairman and authorized representative on behalf of the Board of Commissioners of Lea County.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by Sam D. Cobb, Mayor and authorized representative on behalf of the City of Hobbs.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by Gary Eidson, President and authorized representative on behalf of the Board of Education of the Hobbs Municipal School District, the governing body of a New Mexico local political subdivision.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

EXHIBIT A

Design Elements/Amenities Under Consideration

*Note: City to provide.*



EXHIBIT B

Description of Center Land

*Note: City to provide.*

EXHIBIT C

Memorandum Concerning Draw Procedures  
for New Mexico Junior College Health and Wellness Center

(see attached)

**MEMORANDUM CONCERNING DRAW PROCEDURES FOR  
NEW MEXICO JUNIOR COLLEGE HEALTH, WELLNESS AND LEARNING  
CENTER PROJECT**

This Memorandum is made by New Mexico Junior College (“NMJC”) and the New Mexico Higher Education Department (“NMHED”) effective as of \_\_\_\_\_ for the purposes of documenting the draw procedures to be followed by NMJC for receipt of Five Million Dollars (\$5,000,000) of proceeds of sale of the 2014 Bond C for Institutions (“GO Bonds”) pursuant to 2014 New Mexico State Legislature, Senate Bill 53 (SB53) and approved by the voters at the 2014 general election, for appropriation to NMHED and allocation to NMJC for a Wellness Center (defined below).

**RECITALS**

- A. NMJC, the City of Hobbs (“City”), Lea County (“County”) and the Board of Education of Hobbs Municipal School District (“District”) are parties to that certain Memorandum of Understanding for the design, construction, operation and joint use of a Wellness Center (“MOU”).
- B. Under the terms of the MOU, NMJC will reimburse the City for its expenditure of \$5,000,000.00 to design and construct a health, wellness and learning center, including an indoor lap pool, large competitive swimming pool with diving area, warm water pool, dressing and shower rooms, spectator seating, office and meeting space, secure storage space, basketball courts, multi-use areas, exercise areas with cardiovascular, aerobic and other fitness equipment and instructional space (the “Wellness Center”), of which \$50,000.00 shall be designated for Public Art. The reimbursements paid to the City by NMJC will be funded by \$5,000,000 of proceeds from the GO Bonds administered by NMHED. In addition, NMJC will contribute to the City \$5,000,000 of currently budgeted, unrestricted mill levy funds to be used by the City to design and construct the Wellness Center, for a total capital contribution of \$10,000,000.00.
- C. The total costs to design, construct and equip the Wellness Center are estimated presently to be \$61,000,000.00 (approximately \$4.8 Million for design and other architectural services and approximately \$56.2 Million for construction and equipment). The balance of the capital funding required for the Wellness Center will be contributed by the City (\$50,000,000) and by the District (\$1,000,000). The Wellness Center will be built on land acquired by the City, at its cost, which will be jointly owned by NMJC, the City and the District, as tenants in common (“Center Land”). The ownership interests of NMJC, the City and the District in the Center Land shall be in proportion to their initial capital contributions to design, construct and equip the Wellness Center as described in the MOU.
- D. Under NMHED’s standard draw procedures, a draw request from NMJC would require a copy of NMJC’s Project Ledger detailing the expenses incurred by NMJC for the project, plus supporting documentation for the expenses listed in the ledger. Because it is the City, not NMJC, which will be designing and constructing the Wellness Center, the standard procedures may not provide NMHED sufficient documentation to confirm that the bond

proceeds are expended for authorized purposes, and provide NMHED with a sufficient basis on which to approve NMJC's draw requests. For that reason, the parties desire to adopt alternate draw procedures, which will be used only for the disbursements of proceeds of the GO Bonds to NMJC for the Wellness Center.

#### AGREEMENT

1. Under the terms of the MOU, the City will be responsible for the design of the Wellness Center and construction of the Wellness Center in accordance with drawings and specifications ("Plans") that have been approved by all of the parties, as well as equipping the Wellness Center. In order to fulfill these obligations, the City has engaged a licensed architect for design of the project and construction contract administration ("Architect"). Following completion of the final Plans, and approval of the final Plans by all of parties, the City will engage a general contractor to construct of the Wellness Center ("Contractor").
2. Selection of the Architect and the Contractor shall be at the discretion of the City Council of the City, through a process that complies with the provisions of the New Mexico Procurement Code, applicable to the City and the City's local procurement policies and procedures. NMHED approval of the Architect and Contractor selected by the City Council of the City will not be required. As between NMHED and NMJC, the City shall be designated as the approved vendor for the Wellness Center, and it duties and responsibilities for the project shall be as described in the MOU. The final approved MOU shall be provided to NMHED.
3. In order to comply with the requirement that at least \$250,000.00 of the GO Bonds proceeds allocated to NMJC be expended within six months after the sale of the bonds and to promptly expend the balance, under the terms of the MOU, NMJC will reimburse the City for first \$5,000,000.00 of expenses incurred and paid by the City for the design, construction or equipping of the Wellness Center after the date that the GO Bonds are sold. In no event will NMJC reimburse the City for expenses incurred prior to the date of the sale of general obligation bonds. As a result, the \$5,000,000 of GO Bond proceeds will be used primarily to reimburse the cost of Public Art (\$50,000) and design costs, and the balance remaining will be used to reimburse construction costs.
4. Expenditures made by the City for which the City seeks reimbursement from NMJC shall be the basis for draw requests by NMJC to NMHED. Payment requests made by the City to NMJC and checks issued to the City are not sufficient documentation for a draw request. Documentation of actual expenses for design and construction of the Wellness Center incurred and paid by the City, which NMJC has approved for reimbursement, shall be the basis for draw requests submitted to NMHED by NMJC. NMJC shall not reimburse the City in advance of NMHED approving a draw request.
5. With each draw request, NMJC shall provide a copy of the City's request for reimbursement, together with (i) a copy of the City's Program Ledger with a detailed listing of payments made by the City for the design, construction or equipping of the Wellness Center for which the City is requesting reimbursement (or partial reimbursement) with the following information: date of payment, amount, vendor name, voucher or check number, invoice or

payment request number, and a total of all amounts paid and (ii) copies of the invoices and receipts that were used by the City as documentation supporting the City's authorization of the listed payments.

6. Conditions of the MOU must be satisfied before NMJC is obligated to reimburse any of the City's costs to design, construct or equip the Wellness Center. Before any design costs are reimbursed the following conditions must be satisfied: (i) the deed conveying the Center Land to the City, NMJC and the District as tenants in common in accordance with the MOU has been recorded, (ii) the agreement between the City and the Architect has been amended to provide that NMJC is a third party beneficiary of the agreement and co-owner of the Plans produced by the Architect for the Wellness Center and (iii) the City has provided proof that the City's entire Fifty Million Dollar (\$50,000,000.00) contribution for the design and construction of the project has been appropriated to the capital development account for the Wellness Center. In addition to the forgoing conditions, any costs to construct and equip the Wellness Center will not be reimbursed until (i) the parties have approved the final Plans for the Wellness Center, (ii) a construction permit has been issued for the project, (iii) the parties have approved a final budget for the design and construction of the Wellness Center, including contingencies, that does not exceed \$61,000,000.00 in total; provided, however, the budget may exceed \$61,000,000.00 by additional amounts above the initial \$50,000,000.00 contribution that the City has agreed to contribute in an executed amendment to the MOU. In addition to the supporting documentation required for each draw request as stated in Section 5 above, NMJC shall submit proof that the applicable conditions have been satisfied.
7. Amounts approved for payment by NMHED and the Department of Finance and Administration, ("DFA") pursuant to NMJC's draw request shall be paid to NMJC and NMJC shall make timely payment to the City in the amount authorized by and received from NMHED. With each draw request following the first draw request, NMJC shall submit proof of payment to the City in an amount equal to the prior payment made by NMHED to NMJC.
8. Nothing in this Agreement shall be interpreted as limiting NMHED's right to require additional information, as it deems appropriate, in order to ensure that the GO Bond proceeds are expended for authorized purposes, and ensure that reimbursements paid to NMJC are consistent with those authorized purposes, and to satisfy NMHED's and DFA's administrative requirements with respect to the expenditure of GO Bond proceeds.

9. Other Terms. *[insert or state "None"]*

None

New Mexico Higher Education Department

New Mexico Junior College

By: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## NEW MEXICO JUNIOR COLLEGE



---

**Bill Morrill**

Director of Administrative Services

August 7, 2015

To: NMJC Board

Thru: Dr. Steve McCleery

Fr: Bill Morrill

Re: Western Heritage Museum

This next year the museum will be the host of two major exhibits. These are Wicked Plants and the Titanic. Both of these exhibits require a level of security that exceeds our present capabilities at the museum. Both exhibits will take place in the south exhibit hall and the area where the chuck wagon is presently located.

The camera system that covers these two areas does not provide adequate coverage and does not meet the requirements that are specified in the two contracts. The present camera system was installed 11 years ago when the museum was built and before it was occupied. The cameras that were installed at that time are starting to fail and the quality of the videos has diminished greatly. We are at a point where the surveillance system needs to be redesigned and new IP cameras installed.

We have been in contact with Sound and Signal Systems of Texas about installing an up to date, state of art system, in these two areas that will provide the coverage needed to protect the exhibits that are displayed in those locations. We have been working closely with this company for the past 11 years and are comfortable with the quality of work and products they sell and service. The system we are talking about is on a GSA pricing contract and eliminates the need to go out for bid. We also have approximately 230 other cameras that were installed by the same company on our campus.

Another area of major concern we have is with the security of the north and south gallery emergency exits. The exits are presently not alarmed and it would be quite easy for someone to remove part of an exhibit and pass through the doors and not be detected. This is also another requirement area mandated by the contracts. We have been in contact with Mark Kleinsteuber of Klein Security and Safety about correcting this issue. He has

recommended an alarmed door that requires the person trying to exit the door to depress a push bar for 15 seconds before the door would open. This type of door also meets the Health Safety Code for exits. When the push bar is depressed an audible alarm sounds alerting employees that someone is trying to exit through one of the 4 doors we would like to put them on. Klein Security and Safety is a CES vendor through the State of New Mexico.

The cost for these projects is as follows.

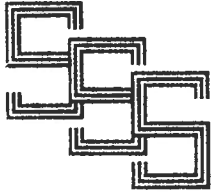
Sound and Signal Systems of Texas	\$107,408.33 for installation of cameras
Klein Security and Safety Systems	\$ 12,478.02 for installation of door alarms

**The total cost of this proposal is \$119,886.35**

I am requesting that the New Mexico Junior College Board of Directors be approached about taking the money from our reserve accounts to cover this expense.

As always I would be more than willing to answer any questions you or the board might have concerning this project.

Thanks in advance for your consideration.



**Sound & Signal Systems of Texas**

9200 Mayflower Ave.  
El Paso, TX 79925

New Mexico Junior College  
Bill Morrill  
5317 Lovington Hwy  
Hobbs, NM 88240

N11 575-492-2791 Fax: 575-492-2796

**Project Number 9433**

7/24/2015 Page: 1 **\*\* Proposal \*\***

915-772-9893

bmorrill@nmjc.edu  
575 492-2768 office fax

**Project Title..: IP CCTV at Museum NMJC**

**This proposal is generated to supply and install a new IP CCTV system at Western Heritage Museum in and near main exhibit hall GSA pricing will be used GSA # GS-07F-7820c**


1 Bosch(DIP-6083-8HD) 24TB RAID5 Storage Server	9,902.27	9,902.27
4 Bosch(MBV-XCHAN-DIP)8CH Expansion License	589.00	2,356.00
18 Bosch(NIN-733-VO3PS)720P Starlight 3-9mm Camera	731.24	13,162.32
2 Bosch(VG5-7130-EPC4)Starlight 720P 30X	2,405.87	4,811.74
4 Bosch(NIN-70122-FOA)360 Degree 12M Panoramic	1,894.00	7,576.00
1 Total Labor,Rough-in,Program,Engineering & Travel	69,600.00	69,600.00

**No tax was included in this proposal, all necessary taxes must be added**

**Owner to supply all 120v connections and all POE switches**

This **\*\* Proposal \*\*** is Valid for 60 Days.

=====  
\$107,408.33

  
\_\_\_\_\_  
TERRY MCSWAIN

I Accept This Quote \_\_\_\_\_ Date: \_\_\_\_\_



Klein Automation & Electric Inc

# Estimate

575-393-3167

Hobbs, NM 88241

PO Box 340

Date	Estimate #
7/26/2015	6494

<b>Name / Address</b>
NMJC Accounts Payable 5317 Lovington Highway Hobbs, New Mexico 88240

<b>Ship To</b>
Western Heritage Museum 1 Thunderbird Circle Hobbs, NM 88240

<b>Representat...</b>	<b>Project</b>
MK	Western Heritage Museum Delayed Egres...

Description	Qty
Sargent, Delayed Egress Crash Bar, RIM Device	2
Securitron, 24VDC, 1 Amp, Power Supply	2
Securitron, 24VDC, 2 Amp, Power Supply	1
Sargent, Delayed Egress Crash Bar, Concealed Rod Type	2
Sargent, Electric/Data Transfer Hinge	4
Technician/Apprentice/Truck	32
<p>Scope of Work:</p> <p>1. Furnish and install (1) Each Delayed Egress Crash Bar with power supply and electrified hinge on the two single egress doors in the museum display showroom.</p> <p>2. Furnish and install (2) Delayed Egress Crash Bars with power supply and electrified hinge on the double doors in the display loading dock doors behind the theatre.</p>	

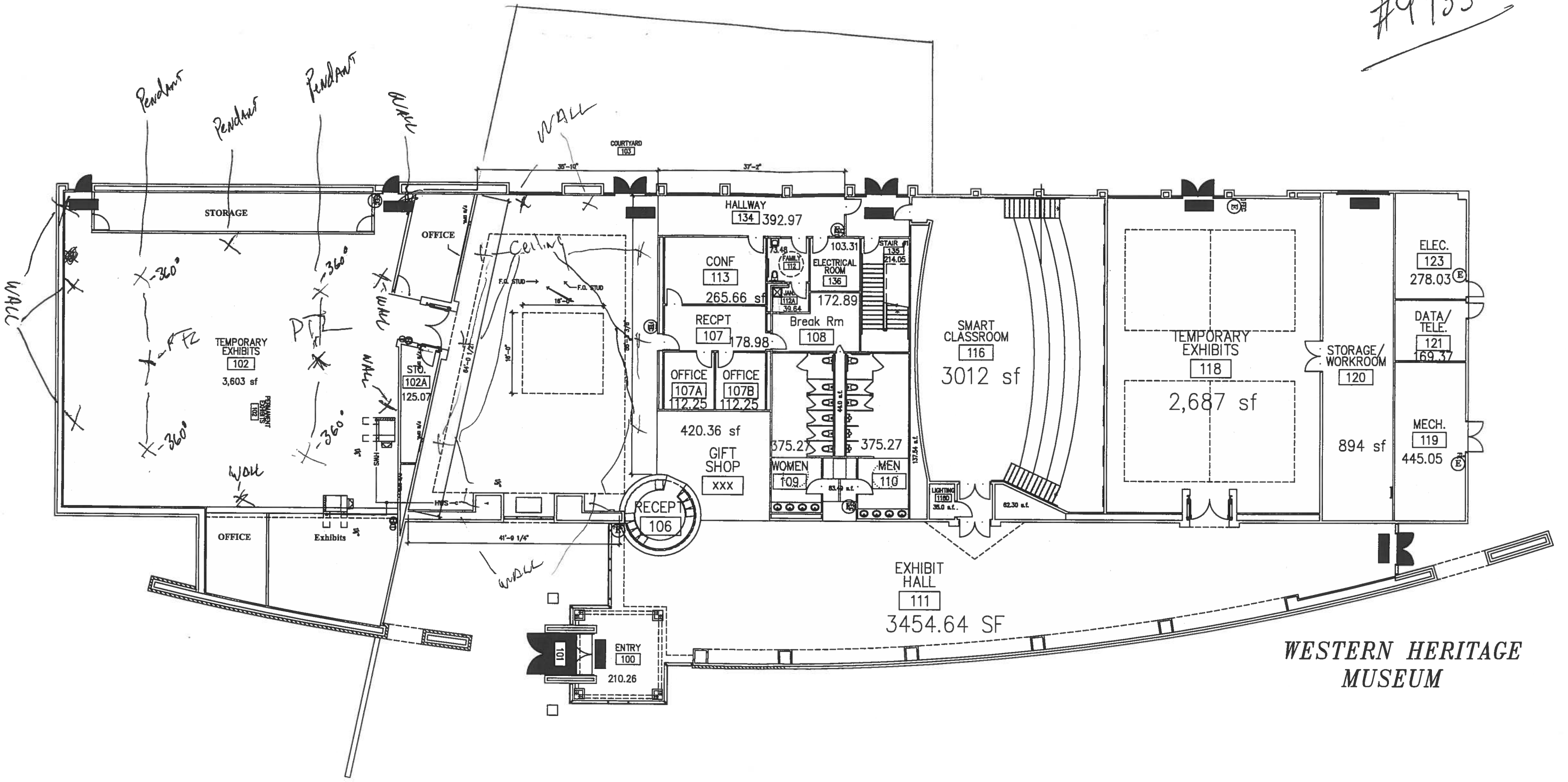
	<b>Subtotal</b>	\$12,269.66
--	-----------------	-------------

Neither the Contractor's License Bond nor the license issued under 60-13-19 of the Construction Industries Licensing Act protects the consumer if the contractor defaults on this contract.	<b>Sales Tax (6.8125%)</b>	\$208.36
---	----------------------------	----------

<b>Total</b>	\$12,478.02
--------------	-------------

Signature \_\_\_\_\_

#9433



24 CAMERAS

To: New Mexico Junior College Board Members  
Thru: Dr. Steve McCleery, President, New Mexico Junior College  
From: Bill Kunko, Director of Computer Information Systems  
Memo: Request to Upgrade the NMJC Server room

Dr. McCleery,

The Computer Services Department in McLean Hall received a major remodel in the 2011-2012 school year. That upgrade allowed all Computer Services employees to be in one office area and have a functional yet attractive place to work. We appreciate the work of the NMJC Board and administration.

The NMJC server room was not upgraded during this remodel. The complexity of upgrading the server room at the same time as the rest of the department was too much to consider at that time.

We come to you now requesting an upgrade of the electrical, air conditioning, fire suppression system and the addition of a diesel powered generator for the McLean Hall server room.

This upgrade would be completed before the 2 week electrical system upgrade of McLean Hall, allowing the server room to run off of the new generator during the electrical upgrade. The computer systems would continue to run during the holidays allowing uninterrupted access for students, faculty, staff and the community. This upgrade has been needed for quite some time. Not long ago, generators were very expensive. Generator costs have decreased and the timing of this upgrade seems to be right.

The budget for this upgrade would be split evenly between the B.R.R. account and the Technology Upgrade account. The total cost of the project is \$342,958.

Thank you for your consideration of this matter.

# New Mexico Junior College Data Center Analysis Hobbs, New Mexico

July 2015

## Table of Contents

<b>Analysis Summary .....</b>	<b>3,4</b>
Existing Data Center and Cabinet Details.....	4-8
Current Data Center Notes.....	10,11
Data Center Recommendations .....	12-14
<b>Data Center “Next Steps” including Budget Recommendations_.....</b>	<b>15</b>
Phase #1 Planning .....	15,16
Scope #2 through 8 budgets .....	16,17

## Electrical and Mechanical System Evaluation

### Analysis Summary

Enterprise Electrical Services, Inc. was engaged by the NMJC team to visit the existing Data Center and provide an assessment of the current facility as it relates to the Loads, operational sustainability, and design of the space. To perform this task we utilized our in house team of Electricians, telecommunications specialists, and tradespeople. In addition we engaged our mechanical partner to assist with all the environmental aspects of the analysis.

Overall, the Data Center is functioning and performing the required task of its design in support of the IT needs for NMJC IT, however there are concerns with the ongoing operation and sustainability of this room as well as some design and installation issues that we recommend be corrected. Please review the information contained within this document and provide us with a list of any additional questions related to the analysis prior to our onsite review of the deliverable. Additionally we have been provided with some general goals of the space for the foreseeable future, we have included these goals related to load and operations.

1. The existing Data Center is supported by the buildings general electrical system.
  - a. The electrical distribution is in need of consolidation.
  - b. The electrical distribution has been wired in an adhoc configuration with no central distribution.
  - c. The electrical distribution originates at a third or fourth tier within the building (further explanation below)
  - d. An option is recommended that will provide electrical distribution at a first or second tier to the building. This will include a redundant power source, electrical isolation by transformer, battery backup, and consolidated in rack distribution by PDU.
2. The existing Data Center is supported by two in room split DX mechanical systems.
  - a. The mechanical systems do appear to be load appropriate, though marginally and without redundancy.
  - b. Though marginally appropriate the room is not configured in an efficient manner and must be reconfigured.
  - c. An option is recommended that will keep existing systems in place as secondary redundancy.
3. There is no sustainable power within the space for connected loads or mechanical services. Generated power options will be included.
4. There are multiple small UPS systems, some of which are in need of service and replacement. A new battery backup solution will be included.
5. It is also recommended to implement an Electrical and Communications Preventative Maintenance plan in order to maintain the overall balance of your systems operation.

6. We are recommending two options for upgrading the NMJC Data Center.
  - a. Option #1 will be a completely new room constructed in the office next to the existing Data Center.
    - i. This will allow for the least amount of customer disruption due to the fact that the room can be completely built and tested prior to shutting down hardware and moving it into the new cabinets.
    - ii. Constructing a new space will allow the old space to be reconfigured once the main cutover has been completed and this space will then be available to be used as a test bed or non-production Data Center for hardware testing.
    - iii. This will also allow for a 30%+ increase in available cabinet space to do a more logical layout of the room.
    - iv. This space will share the building mechanical systems providing cooling and as such will need to be verified by facilities.
  - b. Option #2 included a complete reconfiguration of the existing space.
    - i. This will include additional disruption as the complete project will require 4 shutdowns of the systems hardware.
    - ii. This option will not require an additional office be used.
    - iii. Option #1 and Option #2 include the same generator system in the same location.
7. Pricing for the two options is included below.

**Existing Data Center and Cabinet Details**

Total Existing loads	Watts	BTU	Ton's	KW load	
Existing load MAX FLA	23526.00	80294.24	6.69	23.53	
Existing load TYP RLA	19526.58	66644.22	5.55	19.53	Used for load Calculation
Primary AC unit existing	14500.00	49488.50	4.12	14.50	Used for load Calculation
Secondary AC unit existing	17000.00	58021.00	4.84	17.00	Used for load Calculation
Wall mount Valcom gear	3100.00	10580.30	0.88	3.10	Used for load Calculation
Ancillary wall mount gear	1850.00	6314.05	0.53	1.85	Used for load Calculation
<b>Total Existing Loads</b>	<b>41476.58</b>	<b>83538.57</b>	<b>6.96</b>	<b>55.98</b>	

Does not include AC as BTU's for load.	Does not include AC as Tons for load.	Includes both AC units as KW load
--	---------------------------------------	-----------------------------------

RACK 1 Core						
Item	QTY	Max draw Amps	Max Draw Watts	BTU	Voltage	
				0.00	120	
Cisco 5555-x	1	2.15	258.00	880.55	120	
			0.00	0.00	120	
Cisco Catalyst 2960	1	1.30	156.00	532.43	120	
Fortinet 300c	1	3.00	360.00	1228.68	120	
Fortinet 100c	1	1.01	121.20	413.66	120	
Cisco 6509	2	8.80	1830.40	6247.16	208	
			0.00	0.00	120	
<b>Total</b>		<b>16.26</b>	<b>2725.60</b>	<b>9302.47</b>	<b>120</b>	

**Total Watts**  
 2725.60  
**Total BTU**  
 9302.47  
**Total Tons required**  
 0.78

Rack 2						
Item	QTY	Max draw Amps	Max Draw Watts	BTU	Voltage	
				0.00	120	
HP ProLiant DL380	9	6.25	750.00	2559.75	120	
HP ProLiant DL360	2	6.21	745.20	2543.37	120	
HP ProLiant ML370	1	7.85	942.00	3215.05	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
<b>Total</b>		<b>20.31</b>	<b>2437.20</b>	<b>8318.16</b>	<b>120</b>	

**Total Watts**  
2437.20  
**Total BTU**  
8318.16  
**Total Tons required**  
0.69

Rack 3						
Item	QTY	Max draw Amps	Max Draw Watts	BTU	Voltage	
				0.00	120	
Fortinet 400C	1	2.36	283.20	966.56	120	
DL 370E	1	6.30	756.00	2580.23	120	
Un-named	1	1.20	144.00	491.47	120	
KVM and Monitor	1	3.30	396.00	1351.55	120	
BOSH in rack system	1	8.50	1020.00	3481.26	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
<b>Total</b>		<b>21.66</b>	<b>2599.20</b>	<b>8871.07</b>	<b>120</b>	

**Total Watts**  
2599.20  
**Total BTU**  
8871.07  
**Total Tons required**  
0.74



Rack 4						
Item	QTY	Max draw Amps	Max Draw Watts	BTU	Voltage	
Cisco 3800	1	1.00	120.00	409.56	120	
Voice Mail system	1	2.50	300.00	1023.90	120	
Avaya System	1	6.00	720.00	2457.36	120	
DS3 Multi plex system	1	3.25	390.00	1331.07	120	
AVAYA system	3	8.00	1760.00	6006.88	220	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00		
			0.00	0.00		
			0.00	0.00		
			0.00	0.00		
			0.00	0.00		
<b>Total</b>		<b>20.75</b>	<b>3290.00</b>	<b>11228.77</b>	<b>220</b>	

**Total Watts**  
 3290.00  
**Total BTU**  
 11228.77  
**Total Tons required**  
 0.94

Rack 5						
Item	QTY	Max draw Amps	Max Draw Watts	BTU	Voltage	
Sonic Wall	1	1.50	180.00	614.34	120	
Fire wall	1	1.75	210.00	716.73	120	
DL 380	3	6.25	750.00	2559.75	120	
Kvm and Monitor	1	3.30	396.00	1351.55	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
<b>Total</b>		<b>12.80</b>	<b>1536.00</b>	<b>5242.37</b>	<b>220</b>	

**Total Watts**  
 1536.00  
**Total BTU**  
 5242.37  
**Total Tons required**  
 0.44

Rack 6						
Item	QTY	Max draw Amps	Max Draw Watts	BTU	Voltage	
HP DL 380	7	6.25	750.00	2559.75	120	
HP DL 360	2	6.21	745.20	2543.37	120	
Unitrends Recovery 833	1	7.67	920.40	3141.33	120	
KVM & Monitor	1	3.30	396.00	1351.55	120	
Storage works p4500	1	6.25	750.00	2559.75	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
<b>Total</b>		<b>29.68</b>	<b>3561.60</b>	<b>12155.74</b>	<b>120</b>	

**Total Watts**  
 3561.60  
**Total BTU**  
 12155.74  
**Total Tons required**  
 1.01

Rack 7						
Item	QTY	Max draw Amps	Max Draw Watts	BTU	Voltage	
HP DL 380	5	6.25	750.00	2559.75	120	
HP DL 360	2	6.21	745.20	2543.37	120	
Dell Power Edge r710	2	3.00	360.00	1228.68	120	
KVM and Monitor	1	3.30	396.00	1351.55	120	
HP LM 370	1	8.80	1056.00	3604.13	120	
Storage works MSA 2000	1	4.56	547.20	1867.59	120	
ML 370	1	7.85	942.00	3215.05	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
<b>Total</b>		<b>39.97</b>	<b>4796.40</b>	<b>16370.11</b>	<b>120</b>	

**Total Watts**  
 4796.40  
**Total BTU**  
 16370.11  
**Total Tons required**  
 1.36

Rack 9						
Item	QTY	Max draw Amps	Max Draw Watts	BTU	Voltage	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00	120	
measured cabinet loads	1	21.50	2580.00	8805.54	120	
			0.00	0.00	120	
			0.00	0.00	120	
			0.00	0.00		
			0.00	0.00		
			0.00	0.00		
			0.00	0.00		
			0.00	0.00		
<b>Total</b>		<b>21.50</b>	<b>2580.00</b>	<b>8805.54</b>	<b>120</b>	

**Total Watts**  
 2580.00  
**Total BTU**  
 8805.54  
**Total Tons required**  
 0.73

## Current Data Center Notes

### **Electrical Panels :**

The electrical system within the Data Center is an aging adhoc system involving many single points of possible failure. This is not uncommon for a room which has evolved over time within a space that was not purpose built as a data center. The main concerns electrically are with the method of how the power has evolved into the space. The two electrical panels within the room, LB6A and LB6B, are fed from mid-tier distribution panels within the building that supply source to a variety of different loads. (Power to a Data Center should be isolated and originate as close to the primary connection to the building as feasible)

The individual circuits within the room also originate from mutable sources (Panels in the room, panels in the hallway, and shared general purpose circuits with the offices adjacent). This follows the same logic as the primary power to the Data Center and should only be supplied from a single source. Distribution within the room has been accomplished with circuits either on the wall or top of cabinets, much of this can remain for general hardware needs, though cabinet wiring will be recommended using a different method. Budgets will follow.

### **Mechanical system:**

The existing mechanical system is aging and provides cooling in a flooded manor into the room without separation for hot or cold segments. As shown in the room layout drawing the cool air and supply are not properly configured for cold isle flooding and hot air return. As a result there is a considerable amount of air mixing which we feel may be the primary reason for these systems being unable to keep up with the heat load on a continuous basis. The systems are providing adequate cool air to the room and the cfm is accurate, however the room is not stable and has hot spots. We will be recommending using the existing systems as back up and redundancy along with a hot air rejection or cold air containment system which will increase the efficiency of the room considerably. The decision between these two systems will depend on the overall room layout and cooling solution desired by the customer. Budgets will follow.

### **UPS systems:**

The system hardware within the room is supported by multiple UPS systems, both rack mounted and PDU distributed, as well as standalone units with connected transformers and plugs. There are different manufactures as well as sizes; in addition there are units which have failure notifications for both batteries and online system operations. We are recommending a single UPS system within the space that will provide a robust platform for all connected loads with a distributed PDU system as well as in line protection from building power anomalies. This will also be sized and coordinated with the power generation system we are recommending. Budgets will follow.

**Physical security:**

Physical security within the room is recommended to be accomplished with a visual, remotely audible, and card swipe system that is integrated into the network. There are a few manufactures who we recommend and this will be discussed further once racks, UPS, and Mechanical systems are refined. Budgets will follow.

**Fire Suppression:**

We recommend a gaseous fire suppression system similar to the FM200 or encaro 25 system. This will be a contained system within the room and will require the room be sealed and interlocks be placed on all cooling and electrical systems. This will be discussed further in the pricing phase once other systems are refined. Budgets will follow.

## **Data Center Recommendations**

### **Electrical Recommendations:**

Primary power distribution recommendations for option #1 or option #2:

We recommend a new power system be installed to provide sustainable power for the Data Center as an isolated system from the balance of the building power. This would be accomplished by intercepting the existing building wiring at the 480v distribution level and installing a new distribution wiring system from a step down transformer feeding a local Data Center panel within the Data Center space. This distribution system would additionally be supported by a separately derived power source, a 75Kva generator and transfer switch tied into the system on the line side of the transformer. This will provide isolation of the data center power while also providing a sustainable method of maintaining the room operations during a power outage or anomaly. This system would supply line power to both the in room UPS systems (which would in turn support the fire suppression, security, servers, and all IT loads) as well as the Mechanical loads. Distribution of circuits within the room from this point would be accomplished via a distributed PDU system from the UPS and interconnected into the new server cabinets.

Rev #2 of the assessment prints reflects the proposed one-line power distribution method.

### **UPS systems:**

We recommend replacing the existing multi UPS distribution method with a single robust UPS system which will not only support your existing and future loads, but will also be able to withstand the rigors of the new power solution and the possible line power surge from a generator. EESI recommends a 36Kva BladeUPS solution with distribution of power provided by the ePDU line on in rack PDU's accommodating both the 120v and 220v power. (Examples of UPS and ePDU solutions provided in separate documents)

### **Reconfiguration of Data Center Cabinets and Cold Containment:**

Provide and install new cabinets within the Data Center utilizing a cold containment solution. Pricing will include cutover coordination, 7 to 11 cabinets and associated power and grounding requirements, cold air containment solution, and bonding of all existing non cabinet systems as required.

**Mechanical system:**

Though the existing systems are older and will need reconfiguration of the supply and return, we recommend that they are reused and provided with a PM to ensure optimal service. These systems will be re-ducted so that the supplies feed into a cold air containment segment of the new server cabinet buildout. We recommend a new split DX 10 ton CRAC system within the Data Center space. (this can be accomplished in a second phase of the project if funding is a concern). This will function as the primary cooling unit and will be ducted with a cold upper supply into the cold containment system. The room will be sealed and converted to a hot return for the new AC unit as well as the existing units which have the returns in the ceiling. This method is believed by EESI to be the most cost effective as well as efficient method of cooling for your specific needs.

**Physical security:**

Physical security within the room is recommended to be accomplished with a visual, remotely audible, and card swipe system that is integrated into the network. There are a few manufactures who we recommend and this will be discussed further once racks, UPS, and Mechanical systems are refined. Budgets will follow.

**Fire Suppression:**

The current method of fire suppression within a Data Center is to contain an envelope of the room from the ceiling down to the floor and interlock any device within the room. This will create the total volume of space which needs to be supported by a gaseous fire suppression system. The system will need to be integrated into any building fire alarm system as well as any EPO system within the room (emergency power off, both for UPS system and CRAC's)

**Room considerations.**

The physical construction of the room will largely be dependent on the building facility team. Below is a list of standard physical considerations recommended for a Data Center space.

Lay-in ceiling be placed at a height that does not exceed 18" above the racks within the room. This is to ensure the maximum volume of space can be obtained between the lay-in ceiling and the deck above for the hot air return or capture space.

Lay-in ceiling tiles to be vinyl faced and heavy in grade as to prevent lifting or displacement due to air pressure and movement within the room and hot air return space. The vinyl lining also limits the amount of dust potential created by

the tile, as well as help to maintain the humidity within the room.

Paint finish within the room to be of a sealing type that will also help to maintain the humidity and limit dust.

VTC tiling on the floor or at a minimum sealed concrete.

No more than two points of entry or egress.

Overall grounding of all systems within the room.



## Data Center “Next Steps” including Budget Recommendations

Based on the information above both in the assessment and our list of recommendations we offer the following budgets. The pricing listed below is based on a typical design and installation, the end result of “fixed firm” pricing once design is completed can vary, though typically no more than 10% +/- overall.

The first step in the Data Center project completion is the planning phase. A purchase order will be required to begin this phase of the work and the “Fixed Firm” price for all necessary scopes as well as complete design and construction prints and schedule will be the end result.

### **PHASE #1 PLANNING \$18,285.00**

---

Below is the pricing for the PLANNING phase for a generator solution to back up the existing Data Center as well as additional phase budgets to include the UPS system and cold containment of the cabinets. This planning phase will determine final pricing, design, placement, and configuration of the proposed solutions for a sustainable Data Center. Once the planning phase is completed we will follow up with final pricing and schedule for deployment. The planning phase will be coordinated with the owner to determine the best location for the units considering initial installation, ongoing maintenance, and security.

During our kick off planning meeting we will discuss placement, sizing, and the overall phasing for the planning of the project. Our next steps and considerations of design are noted below:

#### **Next steps:**

Once the overall project needs and accepted scopes have been accounted for and budgeted our design team will contact the electrical inspection department at the city of Hobbs to discuss the possibility of getting an inspector on site to review the intent of the generator solution and discuss the cities requirement. Our intent here is to expedite the design and approval process with the city as this can be lengthy. We will review the following with the inspector:

- Site placement of generator and overcurrent protection
- Placement of the primary disconnects
- Labeling of primary disconnects
- Labeling of existing transformer and disconnect
- EPO requirements for Generators in Hobbs
- Electrical scope of renovations within facility and the requirements for upgrading to code.

Our intent is to have the inspector review the site prints and prepare them for the plan delivery later that same week if all is approved. During the site meeting Enterprise Electrical Services, Inc. will also have an electrician on site to perform meter reading of the existing transformer to

verify the loads which will be supported by the new generator. This will be required by the City to verify existing and new loads.

While we are working this out with the city there is some information we require from NMJC, please review and let us know if these items are available.

- Building Site prints in Cad format
- Building Electrical prints in Cad format

### **Planning assumptions:**

Planning assumptions at this point are based on the kick off meeting and are noted below. These will be tracked and modified as needed to fit the overall needs of the project.

1. We are planning a Generator solution which will support the existing server room loads and provide a hardware growth of 50%
2. The sizing is based on a 75kva transformer and generator.
3. A matched UPS system will be designed for integration in to the space.
4. New cabinets and room configuration will be designed.
5. Existing cooling will be incorporated into the room design.
6. EESI will be on site to provide load metering coordinated with the visit from the city inspector.

During the planning phase EESI will develop a list of action items and tasks that need to be completed by NMJC. An example would be flooring finishes, painting of room if necessary roofing patching if necessary, EPA permitting for the new Generator, and any requested architectural modifications to the rooms.

### **PHASE #1**

#### **Scope #2 Generator system and related electrical**

**Option #1                      \$ 85,751.00**

Provide and install a 480v 75kVA Diesel Generator, installation will include all primary and secondary conduit, supports, and wiring for both the gen-set and ATS as well as related interconnection into the existing building electrical.

#### **Scope #3 UPS system integration and related electrical**

**Option #1                      \$ 74,836.00**

Provide and install a 36kVA in rack BladeUPS' UPS solution to include all primary and secondary wiring including in cabinet distribution of PDU's. In option #1 we will include power in the new Data Center cabinets as well as circuits for the old room to support pre-existing systems.

Solution will include an interlocked EPO as well as a single subpanel (or in row distribution) for non-cabinet loads within the Data Center and adjacent space.

**Scope #4 Reconfiguration of Data Center Cabinets and Cold Containment**

**Option #1 \$ 45,655.00**

Provide and install new cabinets within the Data Center utilizing a cold containment solution. Pricing will include cutover coordination, 11 cabinets for option #1 and 7 cabinets in option #2 along with the associated power and grounding requirements, cold air containment solution, and bonding of all existing non cabinet systems as required.

**Scope #5 Reconfiguration of Mechanical**

**Option #1 \$ 6,215.00**

Provide and install ducting and labor to reconfigure existing duct work for the two units which feed the existing Data Center. In option #1 we will extend the duct work to support the new Data Center space , option #2 only included the existing room.

**PHASE #2**

**Scope #6 Mechanical installation and New AC**

**\$ 61,366.00**

Provide and install a new 10 ton DX AC unit with condensers mounted on the back of building.

**Scope #7 Fire Suppression**

**\$ 32,850.00**

**Scope #8 Project commissioning**

**included**

**Sub Total**

**\$324,958.00**

**Tax**

**5.5%**

**\$ 17,872.69**

**Project Total**

**\$342,830.69**



# NEW MEXICO JUNIOR COLLEGE

Office of the President

## MEMO

**Date:** August 7, 2015  
**To:** New Mexico Junior College Board Members  
**From:** Pat Chappelle, Chair – New Mexico Junior College Board  
**Subject:** Presidential Search Committee

As you know, New Mexico Junior College is in the early stages of a Presidential Search process. Selecting the next NMJC President is of paramount importance to the Board, the College, Lea County, and the State of New Mexico.

As the NMJC Board moves forward with the NMJC Presidential Search, it is important for the Board to solicit input from a Search Committee that will assist the NMJC Board with vetting the presidential applicant pool and providing input in regard to Presidential finalist.

After input from the Presidential Search Committee, the NMJC Board will make the final decision. As a member of the NMJC Board, you will need to sign the attached Confidentiality Statement, and you will have access to all applicant files. Until finalist have agreed to come to campus for an interviews, it is imperative that we honor the confidentiality of all applicants

The following individuals were contacted, have signed the confidentiality statement, and have agreed to serve on the New Mexico Junior College Presidential Search Committee:

Travis Glenn – Chair, Presidential Search Committee and New Mexico Junior College Board Member  
Zeak Williams – New Mexico Junior College Board Member  
Manny Gomez – New Mexico Junior College Board Member  
Guy Kesner – Community Liaison  
Dwain Haynes – Community Liaison  
Terry Holloman – New Mexico Junior College Professor  
Charlotte Schmitz – New Mexico Junior College Professor  
Bill Morrill – New Mexico Junior College – Director of Administrative Services

As the Chair of the New Mexico Junior College Board, I recommend you approve the Search Committee.

Thank you for your consideration!

I accept the assignment to the New Mexico Junior College Presidential Search Committee.

Accept: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I decline the assignment to the New Mexico Junior College Presidential Search Committee.

Decline: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**If you accept the assignment the following agreement must be signed and witnessed:**

I agree to serve on the New Mexico Junior College Presidential Search Committee, and I agree to the following:

- I will guard and keep all application materials **confidential**.
- I will not reveal information on whether or not an individual is a candidate, and I will treat every candidate's status at each stage of the search as **confidential**.
- I will keep all information contained in semi-final and final candidates' background and reference reports **confidential**.
- I will guard and keep all committee discussions **confidential**.
- I will rate each candidate independently.
- All discussions about candidates will **only** take place during Committee meetings.
- I will honor and respect all committee members input.
- The official spokesperson for the NMJC Presidential Search is the Chair of the Search Committee. Other Search Committee members should not discuss the search with members of the press, college constituency groups or individuals.
- During Search Committee meetings, I will maintain and promote an open dialog among Presidential Search Committee members.
- I will hold myself accountable to a high professional and ethical Standard.
- I **will not share** any written documents, Presidential Search Committee discussions, or Presidential Search personal opinions with anyone but the Presidential Search Committee even after the search process has been completed.
- I agree that my name may be published on the NMJC Web site as a member of the Presidential Search Committee.

I \_\_\_\_\_ agree to the terms of this agreement:  
(Printed Name)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witnessed this \_\_\_\_\_ day of \_\_\_\_\_ Year: \_\_\_\_\_

By: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Printed Name)



# NEW MEXICO JUNIOR COLLEGE

Office of the President

## MEMO

**Date:** August 6, 2015  
**To:** New Mexico Junior College Board Members  
**From:** Travis Glen, Zeak Williams, and Manny Gomez  
**Subject:** Recommendation – Presidential Search Firm Selection

As per the New Mexico Junior College Board direction, Zeak Williams, Manny Gomez and I have been working with Scotty Holloman to research presidential search firms. After review, research, and discussion, we conclude that the Association of Community College Trustees (ACCT) serve as the New Mexico Junior College Presidential Search Consultant. Attached you will find copies of the contract for your review.

Thank you for your consideration!

AGREEMENT between the  
Association of Community College Trustees  
and  
New Mexico Junior College

For the sum of \$35,000, *plus consultant(s) travel expenses and shipping costs*, the Association of Community College Trustees (ACCT) agrees to provide comprehensive search services and to assist the board of New Mexico Junior College, NM in its search for a new President.

The process will begin August 20, 2015.

Services to be provided by ACCT staff/consultant(s) include: technical assistance, the processing of all the applications, reference reports and preparation of material. The College has the option of having the facilitation of meetings and interviews thru interactive video teleconference sessions. If the College requests on-site visits (up to three visits) by the consultant to facilitate the meetings, the College agrees to pay for the consultant's travel expenses. College has the option of requesting a web-based secure portal for the review of application package available for \$500 per search (optional). Preliminary Reference Reports of more than six semi-final candidates will be billed at a rate of \$400/candidate, plus telephone, and overnight mail. In-depth Summary Reference Reports of more than three final candidates will be billed at a rate of \$1,200/candidate, plus telephone, overnight mail and fax charges. The Board has the option to request additional services including on-site visits by the consultant at \$2,000 per visit, plus travel expenses, Board retreat/training facilitation at \$3,000 per retreat or additional technical assistance at \$1,500 per day.

All individuals involved in the process of selecting the President of New Mexico Junior College are expected to honor the Confidentiality Policies (attached as page 2 of this contract) and to respect the confidentiality of the candidates' personal and professional goals and current positions.

Either party may cancel this agreement with a thirty- (30) days notice to the other party. If instituted, the College would reimburse only those charges incurred by ACCT on behalf of New Mexico Junior College up to that point in time.

**INDEMNITY AND HOLD HARMLESS, THIRD PARTY LITIGATION.** Notwithstanding anything herein to the contrary, each party shall defend, indemnify, and hold the other party, its directors, officers, agents, representatives, employees and assigns (herein referred to cumulatively as "Indemnitees"), harmless from and against claims for bodily injury or death to any person and damage to property of Indemnitees or others and all reasonable costs and expenses (including without limitation court costs, reasonable attorney's fees, accountant's fees and expert fees) to the extent the same is caused by the intentional or negligent action or negligent inaction of such party, its directors, officers, agents, representatives, employees and assigns. The foregoing indemnity shall not be construed to indemnify any Indemnitee to the extent that any claim or expense is caused by the Indemnitee's negligent action or negligent inaction.

**MANDATORY ARBITRATION.** All disputes concerning the terms of this Agreement or claims by either party pursuant to this Agreement, including but not limited to termination of this Agreement, are subject to and shall be submitted to mandatory arbitration under the auspices of the American Arbitration Association. The Commercial Rules as they exist at the time of the dispute or claim shall apply. Venue for the Arbitration shall be the District of Columbia. Each party shall be individually responsible for the cost of its own attorney fees and its pro rata share of the costs of Arbitration including Arbitration fees.

Fee is to be paid in two increments, as follows: \$ 17,500 to be billed on September 15, 2015 and \$17,500 to be billed upon completion of all service as per above agreement. Travel expenses, incurred by the staff/consultant(s) will be billed as they occur. Any remaining balance (i.e., additional site visits) is to be paid upon completion of all services as per above agreement.

\_\_\_\_\_

\_\_\_\_\_  
Narcisa A. Polonio, Ed.D.  
Executive Vice President of Research, Education  
Leadership Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



AGREEMENT between  
New Mexico Junior College  
and the  
Association of Community College Trustees

**CONFIDENTIALITY POLICIES**

**All individuals involved in the process of selecting the President of New Mexico Junior College are expected to honor the following policies and to respect the confidentiality of candidates' personal and professional goals and current position.**

1. The College is committed to conducting an open and equitable search process that conforms to the college's Affirmative Action and EEO regulations, and to meet the spirit of AA/EEO, as well as the legal requirements of the state.
2. The official spokesperson for the search is the Chair of the Board or the Chair of the Search Committee. Other individuals should not discuss the search with members of the press or College constituency groups. Regular progress reports will be sent to all interested groups and the media.
3. All candidate files are considered confidential and must be maintained and reviewed in a manner that insures that candidates' identities are not divulged.
4. Information on whether or not an individual is a candidate and candidates' status at each stage of the search is considered confidential.
5. All information contained in semi-final and final candidates' background and reference reports is considered confidential.
6. The identity of candidates is not to be divulged to the press, to members of the College constituency groups, and to the community, unless and until the candidates are invited to come to the College for open interviews as final candidates.



## **Charge to the Presidential Search Committee**

**The New Mexico Junior College Board of Trustees hereby charges the Presidential Search Committee to achieve the following objectives:**

1. To assist in the search for a president for New Mexico Junior College using the profile statement of required qualifications and preferred characteristics.
2. To assist in the conduct of an active national search for a president following Equal Employment Opportunity guidelines and considerations as well as the regulations of the State.
3. To follow the timetable for the search that will bring recommendations to the Board by a certain date.
4. To observe the policies of strict confidentiality with regard to candidates, applicants, and nominees for the position.
5. To recommend 3 – 5 candidates, *in unranked alphabetical order*, to the Board for its selection for president.

## Confidentiality Statement

I accept the assignment to the New Mexico Junior College Presidential Search Committee.

Accept: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I decline the assignment to the New Mexico Junior College Presidential Search Committee.

Decline: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **If you accept the assignment the following agreement must be signed and witnessed:**

I agree to serve on the New Mexico Junior College Presidential Search Committee, and I agree to the following:

- I will guard and keep all application materials **confidential**.
- I will not reveal information on whether or not an individual is a candidate, and I will treat every candidate's status at each stage of the search as **confidential**.
- I will keep all information contained in semi-final and final candidates' background and reference reports **confidential**.
- I will guard and keep all committee discussions **confidential**.
- I will rate each candidate independently.
- All discussions about candidates will **only** take place during Committee meetings.
- I will honor and respect all committee members input.
- The official spokesperson for the NMJC Presidential Search is the Chair of the Search Committee. Other Search Committee members should not discuss the search with members of the press, college constituency groups or individuals.
- During Search Committee meetings, I will maintain and promote an open dialog among Presidential Search Committee members.
- I will hold myself accountable to a high professional and ethical Standard.
- I **will not share** any written documents, Presidential Search Committee discussions, or Presidential Search personal opinions with anyone but the Presidential Search Committee even after the search process has been completed.
- I agree that my name may be published on the NMJC Web site as a member of the Presidential Search Committee.

I \_\_\_\_\_ agree to the terms of this agreement:  
(Printed Name)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witnessed this \_\_\_\_\_ day of \_\_\_\_\_ Year: \_\_\_\_\_

By: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Printed Name)

# DRAFT

## New Mexico Junior College, NM Draft Timeline\* - Presidential Search

Thursday, August 20, 2015	Board announces search to the College community. College posts announcement of the search on Presidential Search link on College's website, and sends it via email to the College community.
Wednesday, September 16, 2015	ACCT Search Consultant facilitates open public forums on campus to collect information for the draft Presidential Profile.
Thursday, September 17, 2015	Search Committee Meeting #1 – orientation and training; review and provide feedback on the draft Presidential Profile.  Board meets to review feedback, revise, finalize and approve the Presidential Profile.  Approved Presidential Profile is posted on the College's website and ACCT's dedicated searches website, <a href="http://www.acctsearches.org">www.acctsearches.org</a> .
<b>Friday, November 13, 2015</b>	<b>Target Date for Applications</b>
Friday, November 13, 2015	Search Committee begins electronic review of application materials.
Friday, November 20, 2015	Search Committee Meeting #2: Committee to select 8-12 semifinalists to interview [1 full day].
Thursday and Friday December 3 and 4, 2015	Search Committee Meeting #3: Committee to have confidential interviews with semifinalists; after the final interview the Committee will deliberate and recommend 3-5 finalists to the Board [2 days].
Tuesday-Thursday January 19-21, 2016	Final candidates visit New Mexico Junior College and participate in open forums. Board interviews final candidates.
Late January 2016	Board visits #1 candidate's institution (if desired – strongly recommended).
February 2016	Board selects and announces next president of New Mexico Junior College. ACCT assists in facilitating final negotiations.

\* Timeline subject to change



## **Ground Rules for New Mexico Junior College Presidential Search Committee Meetings**

The following ground rules and consensus building process are based on the philosophy that group effort in support of the presidential search is better than individual effort.

1. Issues and concerns discussed in presidential search committee meetings are confidential; discussions of candidate identities, names of potential nominees and qualifications of individual applicants and candidates are ABSOLUTELY confidential.
2. Everyone is an ally.
3. Everyone participates.
4. Everyone has equal time and everyone is equal; there is no "rank" in the room.
5. The focus is on the College.
6. Other.



## Evaluating Candidates' Application Materials

**It is important that you review ALL of the materials included in each application. We suggest a quick review and reading of ALL applications as a way of becoming familiar with the total pool of applications. After this quick review, proceed with a more focused second reading, using the position profile as the criteria for rating each application.**

1. Review degrees earned and institutions awarding degrees.
2. Track employment record from current position to candidate's career beginning; check dates; are there gaps in employment? Can you discern why gaps occurred?
3. Has employment been with increasing responsibility? In same institution or others? Within same state or out-of-state? (Increasing responsibility = dean or director to vice president or dean in a large institution to campus president in a multi-campus institution.)
4. Responsibilities, skills and achievements: Review and compare to the skills identified in the position profile.
5. Size and scope of responsibility in current and former institutions. Review size of institution, budget responsibility and personnel responsibility. (A vice president in a large institution may frequently move to become a president in a smaller institution; the experience in each institution provides a balance and all institutions 'count' toward an applicant's experience record.)
6. How long has the candidate stayed in each position?
7. Review community service and outside involvement.
8. Make sure you understand the semantics and educational 'jargon' used by candidates.
9. Determine the nature of the candidate's current college and/or system and how it compares to your institution.
10. Did the candidate respond to the challenges and opportunities in the Profile and, if so, how well was this done? **If he/she did not respond directly, is it possible to ascertain from the candidate's letter and resume information about some of the key issues, even though the letter did not follow the request directly?**
11. Check for typographical errors, spelling and grammar; check for succinctness of expression. It is important to remember that you don't want to eliminate a candidate just because of a couple of errors.
12. Did you find the application appealing? Do you want to learn more about the candidate?



## Interviewing & Evaluating Candidates

The purpose of candidate interviews, on both the semi-final and final candidate level, is to **help** determine which candidates to advance to the next level and which final candidate the board will select.

All of the semi-final and final candidates will be 'qualified' for the position, by virtue of their background, experience, and education. The search committee's role is to determine, which candidates are the **most qualified** and, for the Board, which candidate is the Board's choice for president.

Following each interview, the search committee should individually identify the candidate's primary strengths and primary areas of concern or weaknesses. Each candidate should be seen as a combination of strengths and weaknesses -- there are no perfect, flawless candidates -- (or search committees or governing boards).

Remember that an interview is NOT a presentation by the candidate. Therefore, the candidate is less prepared as opposed to a scenario where a candidate is giving a predetermined presentation. Candidates are responding to questions rather than presenting information as they would in a speech or formal presentation. It is not usually possible to judge whether candidates are "effective public speakers" in an interview setting.

In evaluating candidates' strengths and weaknesses, search committee members should bear in mind these common evaluating 'mistakes':

**Jumping to conclusions and projecting:** Interviewers interpreting behavior, drawing conclusions, and projecting about the individual's ability to perform. Interviewers may make a decision based only on their intuition and perceptions and their first impression.

For example, a projection or interpretive statement is, "He lacks passion. He couldn't motivate our faculty." A more accurate descriptive statement is, "He didn't demonstrate passion during the interview. Would he be able to motivate our faculty?"

**Telegraphing:** Interviewers providing the candidates with the 'correct' answer by the way the question is asked. The question, "We believe that working with business and industry is very important. What do you think?" definitely telegraphs the 'right answer.' Open-ended questions should be framed to elicit the candidates' responses -- not just the answer expected by the interviewer. Judgmental or leading statements provide the candidate with the desired

responses. Most candidates are skilled enough at reading the interviewer's mind without being provided such direct guidance.

**Focusing on facts:** Interviewers translating a fact, such as, length of tenure in a current or previous position, into reasonable predictions about performance on the job. “She’s moved too often; she’d leave after three or four years.” “He’s been in one institution for 12 years; he can’t get another job.”

**Focusing on personality:** Interviewers failing to evaluate a candidate's abilities and experience, and ‘falling in love’ with an applicant's personality.

**Talking too much:** Interviewers asking questions and making ‘speeches’ that are designed more to impress colleagues and less to elicit information from the candidate. Questions should be concise, clear, consistent, and open-ended.

**Stereotyping and bias:** Interviewers unaware of, or not dealing directly with, their own and others’ biases for or against certain types of candidates and/or candidates who come from other areas. Most community colleges serve a diverse student body – diverse in race and ethnic background, age, experience, and educational achievement. Most community colleges value diversity and welcome candidates of both genders and all races and cultures. Sometimes interviewers negate their own institution’s values by their comments on candidates.

**Geographic diversity:** In a national search process such as ACCT’s, many of the candidates will not be from the geographic area of the college or district. Sometimes interviewers are biased (consciously or unconsciously) against ‘out-of-staters,’ *i.e.*, “He doesn’t understand our district. He’s never lived in...our state, community, neighborhood. He’d have too much to learn about us.” If the institution, in its CEO profile and challenges and opportunities, has suggested that “a fresh approach” will be valued, a statement such as “this individual doesn’t understand our culture,” undermines the institution’s own values.

If the institution and its representatives on the search committee and governing board do not view diverse geographic experience as positive for their institution, the institution should not embark on a national search, but perhaps should hire their new president or chancellor from within the institution.

However, most institutions understand that even an internal candidate will need to learn about the institution from a different perspective –that of the president or chancellor. As one successful internal candidate reported, “It’s almost a totally different institution when you’re the CEO. There were so many things I had to learn – about the community and the college – because for the first time, I was the one ‘in charge.’” Understanding the local environment, funding sources, and legislative arena is vitally important to the success of any president or chancellor. However, that understanding must not be assumed simply because the candidate is ‘local.’

Sometimes, boards fail to reflect that candidates frequently move from state to state and



have been successful in each move. To assume that “only someone who understands our [state] system and funding formulas” will succeed as the new president or chancellor undermines both candidates and institutions.

Vision can, and does, come from outside the institution or state and region - as well as inside - and board members should recognize that they may be unconsciously prejudiced against 'out-of-staters' in evaluating candidates.

**Gender, race and ethnic diversity and physical characteristics:** Interviewers being overly influenced, either favorably or unfavorably, by gender, racial or ethnic characteristics, physical appearances, style or dress. "I can't stand men who have mustaches or beards -- they always have something to hide," or "I'd hire her regardless of her experience or ability because she looks so good. But the community won't take a beautiful woman seriously."

Women candidates are sometimes seen as “aggressive (bad)” while male candidates are seen as “assertive (good).”

Sometimes, minority group committee and governing board members are seen (and view themselves) as needing to justify a minority candidate's strengths or be harsher and quicker than others to identify a minority candidate's weaknesses. Other committee members or board members look to them, first, for concerns or problems, particularly during a discussion of the candidate's weaknesses. Majority group committee members thus discount the candidate, consciously or unconsciously. If this appears to be happening, the minority group members should refrain from negative comments until after majority group members have spoken, if at all. It is also appropriate to refrain completely and state that, “I have no major concerns about this candidate,” if indeed your concerns are minor.

**Institutional size diversity:** Successful individuals generally move from smaller to larger, more complex institutions. According to many successful CEO's, "the only difference in managing and leading a large institution versus a small one...is the number of 0's. We have to make the same decisions, we are concerned with the same academic and program issues, we review the same kinds of information, and look in the same places for 'hidden' pockets of money. We have to use basic and general accounting and administrative practices, regardless of the size of the budget. And, when you consider that 70% to 80% of the budget may be in personnel, we all have basically the same percentage of dollars with which we can be creative and innovative."

A candidate who has had successful non-CEO administrative experience in large institutions will likely move to a smaller institution for his/her first presidency. The interviewer should evaluate the total sum of the candidate's experience and not focus just on the smaller, current institution.

**Overreacting:** Interviewers looking for a candidate who is the exact opposite (or exact duplicate) of the last president and favoring a candidate because he or she "is just like" or "totally different from ..."

**Comparisons:** Interviewers favorably comparing the candidate's experience to their own -- the 'halo effect.' "I worked at that institution, too, and the president was wonderful...he must be a good candidate." When the candidate's experience is seen as negative because of the interviewer's own negative experience, the candidate is not being evaluated fairly. "I worked at that institution, too, and the president was a terrible administrator. This candidate couldn't be any good if she learned from that president."

## **FOCUS ON ESSENTIAL FACTORS**

To complete a successful interview, and to select the best, most appropriate candidates for the position, interviewers should try to focus on the four essential factors that contribute to on-the-job success:

1. **Education & Experience** -- academic degrees, technical knowledge, experience in comparable/similar environments;
2. **Intelligence** -- capacity and problem solving ability, effective application of information, decision-making, being a 'quick study,' resourcefulness, decisiveness, flexibility;
3. **Interpersonal skills** -- ability to create a team-oriented climate, ability to confront others constructively, building and mending relationships, and behaving with compassion and sensitivity, getting along with others, ability to put others at ease, behavioral qualities, i.e., domineering or submissive, extroverted or introverted, patience, conformity; and
4. **Motivation and motivational skills** -- work commitment, goals, interests, energy, ability to motivate others, self-awareness, balancing life and work, and hiring and supervising talented staff.

## EVALUATING THE FOUR ESSENTIAL FACTORS

### 1. Evaluating Education & Experience:

Often we overestimate the importance of certain credentials (education and experience) and underestimate the importance of an individual candidate's ability to apply a variety of talents and skills to perform a job effectively.

Generally speaking, education and experience form the most important factor for initial candidate screening, but the least useful factor in predicting on-the-job success or failure.

### 2. Evaluating Intellectual Qualities:

**Capacity** refers to an individual's innate ability to understand and solve problems.

**Application** refers to how an individual effectively uses his/her capacity.

**Being a 'quick study'**-- how quickly does the individual learn both from his or her successes and failures?

**Resourcefulness** -- does the candidate have many strategies and/or ideas about a problem or only rely on his/her 'tried and true' responses?

**Decisiveness and decision-making style** -- how does he or she make decisions? Does the individual rely on facts or feeling -- or a blend of both?

**Assess capacity and application by asking questions, observing and gathering information about judgment, verbal communication skills, memory, conceptual ability, creativity, and problem solving skills. Does the individual cite examples that support his/her assertions and accomplishments?**

**Assess decision-making skills and approach by asking questions and making observations to determine the candidate's relative reliance on facts or feelings -- and the manner in which he/she blends the two approaches.**

### 3. Evaluating Interpersonal Qualities:

This factor determines how the individual will function and be perceived in interpersonal relationships and interactions in the institutional environment and in the community.

**Assess the blend of behavioral traits (i.e., dominance, extroversion, patience, and conformity), by asking questions that elicit the candidate's own view of his/her behavioral traits to determine which are the most/least prevalent.**

#### 4. **Evaluating Motivation:**

This factor gives a reading on whether or not the individual chosen will accept the position, will stay with the college, will find the position of President satisfying, and how much he/she will give to the college.

**Assess motivation by asking questions and observing behavior to determine the individual's goals, interests, and energy level. Ask yourself, 'Would I be motivated to work with and for him/her?'**

#### **USE SELF-APPRAISAL QUESTIONS**

Self-appraisal questions enable the interviewer to convert facts and data into hypotheses about behavior. Self-appraisal questions ask the candidate to explain the meaning of facts and data and are powerful tools for the interviewer. Such questions place the burden of interpretation on the candidate, not the interviewer.

Use self-appraisal follow-up questions to probe for further information and to confirm hypotheses. For example, follow-up questions regarding a successful accomplishment might be: "How were you able to accomplish that [example], in view of the situation you described?" or "What would you guess it was about you that enabled [example] to succeed?"

To the report of an unsuccessful activity, a follow-up question might be: "In hindsight, what might you do differently so that [example] would be successful?"

#### **PROBE FOR SPECIFIC EXAMPLES**

Interviewers should probe for specifics and not be satisfied with general, philosophical answers. For example, if a candidate's answer has been general, the follow-up question might be: "Can you give me a specific example of how you used shared governance to solve an administrative problem?" Or, "Can you tell me what your specific role was in that example?"

It is the interviewer's responsibility to insure that he or she is satisfied with the candidate's answer. If the candidate is not specific, probe for additional information and ask for details. "What was your specific role in that example?"



## **Pre-employment Inquiry Guide**

This guide attempts to answer the questions most frequently asked about equal employment opportunity law. It is hoped that in most cases the given rules, either directly or by analogy, will guide all personnel involved in the pre-employment processes of recruiting, interviewing, and selection. The guide pertains only to questions directed to all applicants prior to employment. Information required for records such as race, sex, number of dependents, and disabilities may be requested after the applicant is on the payroll. Such information, however, must not be used for any subsequent discrimination, as in promotion or layoff.

These laws are not intended to prohibit employers from obtaining sufficient job-related information about applicants, as long as the questions do not bring forth information which could be used for discriminatory purposes. Applicants should not restrict the rights of employers to define qualifications necessary for satisfactory job performance, but require that a uniform standard of qualifications be applied to all persons considered for employment.

The mere routine adherence to these laws will not accomplish the results intended by the courts and Congress. Employment discrimination can be eliminated only if the laws are followed in the spirit in which they were developed.

This guide is not a complete list of what can and cannot be asked of applicants. For more information, please visit <http://www.mcteeo.com/PREEMPGD.doc>

<b>Subject</b>	<b>Permissible Inquiries</b>	<b>Inquiries to be Avoided</b>
Name	"Have you been employed with this company under a different name? Is the additional information relative to name change, use of an assumed name or nickname necessary to enable a check on your work and educational record? If yes, explain?"	<p>Inquiries that would indicate applicant's heritage, ancestry, national origin, or descent.</p> <p>Inquiries into previous court order name changes.</p> <p>Inquiries about preferred title: Miss, Mrs., Ms.</p>
Marital and family status	<p>Can an applicant meet specified work schedules or are there activities, commitments, or responsibilities that may hinder the work attendance requirements?</p> <p>Inquiries about duration of stay on a job or anticipated absences should be made of males and females alike.</p>	<p>Any inquiry asking whether an applicant is married, single, divorced, engaged, etc.</p> <p>Number of children and age. Information on child-care arrangements.</p> <p>Questions regarding pregnancy.</p> <p>Any questions which directly or indirectly result in a limitation of a job opportunity.</p>
Age	<p>Requiring proof of age in the form of a work permit or a certificate of age - if a minor.</p> <p>Requiring proof of age by birth certificate after being hired. Inquiry as to whether or not the applicant met the minimum age requirements as set by law, and requirement that upon hire proof of age must be submitted in the form of a birth certificate or other proofs of age.</p> <p>If age is a legal requirement, "if hired, can you furnish proof of age?" or statement that hire is subject to verification of age.</p> <p>Inquiry as to whether or not an applicant is younger than the employer's regular retirement age.</p>	<p>Requirement that applicant state age and date of birth.</p> <p>Requirement that applicant furnish proof of age in the form of a birth certificate or baptismal record.</p> <p>The Age Discrimination in Employment act (ADEA) of 1967 forbids discrimination against persons who are 40 to 70 years of age. An amendment to the ADEA that took effect in 1987 eliminated mandatory retirement at age 70 for employees of companies with 20 or more employees.</p>
Handicaps	For employers subject to the provisions of the Rehabilitation Act of 1973, applicants may be "invited" to indicate how and to what extent they are handicapped. The employer must indicate that (1) compliance with the invitation is voluntary; (2) the information is being sought only to remedy discrimination or provide opportunities for the handicapped; (3) the information will be kept confidential; and (4) refusing to provide the information will not result in adverse treatment. All applicants can be asked if they are able to carry out all necessary job assignments and perform them in a	<p>Employers must be prepared to prove that any physical and mental requirements for a job are due to "business necessity" and the safe performances of the job.</p> <p>Except in cases where undue hardship can be proved, employers must make "reasonable accommodation" which includes alterations of duties, alteration of work schedule, alteration of physical setting, and provision of aids.</p> <p>The Rehabilitation Act of 1973 forbids</p>

	safe manner.	employers from asking job applicants general questions about whether they are handicapped or asking them about the nature and severity of their handicaps.
Sex	<p>Inquiry or restriction of employment is permissible only where a bona fide occupational qualification exists. (The courts and the EEOC interpret this BFOQ exception very narrowly.)</p> <p>The burden of proof rests on the employer to prove that the BFOQ does exist and that all members of the affected class are incapable of performing the job.</p>	<p>Sex of applicant or any other inquiry, which would indicate sex. Sex is not a BFOQ because a job involves physical labor (such as heavy lifting) beyond the capacity of some women, and employment cannot be restricted just because the job is traditionally labeled "men's work" or "women's work."</p> <p>Questions about an applicant's height or weight, unless demonstrably necessary as requirements for the job.</p>
Race or color	General distinguishing physical characteristics such as scars, etc., to be used for identification purposes.	<p>Applicant's race.</p> <p>Color of applicant's skin, eyes, hair, etc. or other questions directly or indirectly indicating race or color.</p>
Address or duration of residence	<p>Applicant's address.</p> <p>Inquiry into length of stay at current and previous addresses.</p> <p>"How long a resident of this state or city?"</p>	<p>Specific inquiry into foreign address, which would indicate national origin.</p> <p>Names and relationship of persons with whom applicant resides.</p> <p>Whether applicant owns or rents home.</p>
Birthplace	"Can you after employment submit a birth certificate or other proof of U.S. citizenship?"	<p>Birthplace of applicant.</p> <p>Birthplace of applicant's parents, spouse, or other relatives.</p> <p>Requirement that applicant submit a birth certificate before employment.</p> <p>Any other inquiry into national origin.</p>
Religion	An applicant may be advised concerning normal hours and days of work required by the job to avoid possible conflict with religious or other personal conviction. However, except in cases where undue hardship can be proven, employers and unions must make "reasonable accommodation" for religious practices of an employee or prospective employee. "Reasonable accommodation" may include voluntary substitutes, flexible scheduling, lateral transfer, change of job assignments, or the use of an alternative to payment of union dues.	<p>Applicant's religious denomination or affiliation, church, parish, pastor, or religious holidays observed.</p> <p>Any inquiry to indicate or identify religious denomination or customs.</p> <p>Applicants may not be told to work on their religious holidays.</p>

Military record	Type of education and experience in service as it relates to a particular job.	Type of discharge.
Citizenship	<p>"Are you a citizen of the United States?"</p> <p>"Do you intend to remain permanently in the U.S.?"</p> <p>"If not a citizen, are you prevented from becoming lawfully employed because of visa or immigration status?" Statement that, if hired, applicant may be required to submit proof of citizenship.</p>	<p>"Of what country are you a citizen?"</p> <p>Whether applicant or parents or spouse are naturalized or native-born U.S. citizens.</p> <p>Date when applicant or parents or spouse acquired U.S. citizenship.</p> <p>Requirement that applicant produce naturalization papers. Whether applicant's parents or spouse are citizens of the United States.</p>
Ancestry or national origin	Languages applicant reads, speaks, or writes fluently (if another language is necessary to perform the job).	Inquiries into applicant's lineage, ancestry, national origin, descent, birthplace, or native language.
Education	<p>Applicant's academic, vocational, or professional education; school(s) attended.</p> <p>Inquiry into language skills such as reading, speaking, and writing foreign languages.</p>	<p>Any inquiry asking specifically nationality, racial, or religious affiliation of a school.</p> <p>Inquiry as to how foreign language was acquired.</p>
Experience	<p>Applicant's work experience, including names and addresses of previous employers, dates of employment, reasons for leaving, salary history.</p> <p>Other countries visited.</p>	
Conviction, arrest, and court record	<p>Inquiry into actual convictions that relate reasonably to fitness to perform a particular job. (A conviction is a court ruling where the party is found guilty as charged. An arrest is merely the apprehending or detaining of a person to answer questions concerning the alleged crime.)</p>	<p>Any inquiry relating to arrests.</p> <p>Any inquiry into or request for a person's arrest, court, or conviction record if not substantially related to functions and responsibilities of the particular job in question.</p>



**Memorandum**

To: Dr. McCleery

From: James, Britsch, Director of Library Services

Date: July 21, 2015

Re: Request Board Approval for Employment of Relative: Administrative Secretary –  
Pannell Library

After reviewing applications for the Administrative Secretary – Pannell Library position, I would like to recommend Ms. Jan Beauchamp for the vacancy. Per the 14-15 NMJC Employee Handbook, (policy #203-Employment of Relatives), I am requesting approval from the Board because Ms. Beauchamp is related to Mr. Darrell Beauchamp, Executive Director of the Western Heritage Museum (spouse).

Pending Board approval, I would like for Ms. Beauchamp to start employment on September 1, 2015. Thank you for your consideration.

*James Britsch*

**NEW MEXICO JUNIOR COLLEGE**  
**Personnel Recommendation for Board Consideration**

The following candidate is being recommended for employment as follows: Date August 10, 2015

Candidate's name Terence Gardner

Position title Public Safety Officer

New position  Existing position Classification  Faculty  Professional  Other \_\_\_\_\_

Is candidate related to another NMJC employee?  yes  no If so, to whom \_\_\_\_\_

Effective date of employment \*September 16, 2015 Standard contract length  12 mos.  9 mos.  other \_\_\_\_\_

Funding source Institutional

Paid advertising beyond \*standard None


(\*Standard: The Hobbs News-Sun, NM Dept. of Labor, NMJC Website)

Posted salary range \$39,290 to \$58,935 Recommended annual salary \$53,825.00 Prorated salary  yes  no

Account number(s) with respective % allocation(s) 11000 3101 61301 133 100%

Recommended and approved by:

  
\_\_\_\_\_  
Supervisor

  
\_\_\_\_\_  
Dean/Director

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
President

Selection Committee Members: Bill Morrill – Director of Administrative Services

Dennis Kelley – Director of Public Safety and Security

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comments: Mr. Gardner with an associate degree and more than nineteen years of experience meets and/or exceeds the minimum requirements for this position.

## **ABBREVIATED RESUME**

### **Position**

Public Safety Officer

### **Personal Data**

Name: Terence Gardner

### **Education**

A.A., University of Phoenix, Phoenix, AZ, 2010  
Major: Health Care Administration

### **Professional Experience**

Select Specialty Hospital, Springfield, MO Security Supervisor	02/2015 to Present
Hank's Furniture, Springfield, MO Salesman	05/2014 to 02/2015
Mercy Hospital, Springfield, MO Practice Manager II & Office Service Supervisor for Safety & Security	06/2007 to 05/2014
TA Gardner, Springfield, MO Owner/operator	02/2006 to 03/2008
Associated Estates Realty, Richmond Hills, OH Assistant Property Manager	10/2003 to 12/2005
Perry Nissan, Columbia, MO Business Manager	11/1999 to 11/2003
University of Missouri Hospital Safety & Security, Columbia, MO Safety and Security Shift Supervisor	1993 to 1997

### **Certificates**

Hazardous Materials/WMD Incident Response Awareness  
240 hours Law Enforcement Training Certificate  
Fire Safety Certificate  
Healthcare Security and Safety Certification  
Emergency Management Planning



# New Mexico Junior College

## Career Opportunities

### Position Announcement • July 2015

**Position Title:** Public Safety Officer

**Abbreviated Position Description:** This position reports to the Public Safety Supervisor and the Director of Public Safety. Duties and responsibilities shall be, but are not limited to, the following: 1) Patrols the campus on foot or patrol unit to check for the general security of the campus. 2) Checks doors and windows of all buildings and secures said buildings. 3) Observes activity and traffic in assigned area to enforce college rules/regulations. 4) Assists person on the campus that require directions. 5) Responds to alarms and calls and takes action based on call type. 6) Completes a daily turnover report of activities to supervisor. 7) Ability to conduct complex investigations and complete reports as a result of criminal and policy violations. 8) May be assigned specific tasks or duties as deemed necessary. 9) Maintains security of the dormitories; monitors student activity outside the dormitories and reports incidents to supervisor. 10) Must be able to assist with training of other college employees in a variety of topics. 11) Must be able to satisfactorily complete Title VII and Title IX training and be able to investigate incidents of this nature. 12) Must be able to attend and satisfactorily complete training relating to Active Shooter and other advanced courses and convey the material learned in the courses to others on the campus. 13) May serve on various campus committees as assigned. 14) Must be willing to work shift work including holidays, weekends and special events as needed. 15) Performs other duties as assigned or required, and 16) Nothing contained herein shall limit the President in assigning the employee to any of the various college activities for which he/she would be qualified in order to meet the needs of New Mexico Junior College.

**Qualifications:** 1) Must have appropriate credentials, and keep the credentials current, to legally be able to carry a college issued firearm and be able to meet State of New Mexico Law Enforcement firearms qualification standards. The actual approval to carry the weapon on the campus would solely rest on the approval of the President of the college. 2) Must maintain knowledge of current Law Enforcement Standards on Use of Force guidelines. 3) Must have a minimum of High School Diploma. College hours or degrees are preferred. 4) Must be well versed in State of New Mexico Criminal Code and have ability to properly classify criminal matters under the Federal Bureau of Investigation UCR guidelines. 5) Must possess and continue to possess a New Mexico or Texas Driver's License. 6) Must have ability to analyze situations quickly and objectively to determine and take emergency action, identify potential hazards and take preventive action up to and including the use of deadly force. 7) Must have the ability to use a variety of office equipment, including computer proficiency in word processing in order to prepare clear and concise reports. 8) Applicant must satisfactorily pass a drug and alcohol test and the background check prior to employment.

**Salary/Benefits:** This is a twelve month professional position. Salary range is \$39,290 to \$58,935 depending upon education and experience. Standard NMJC employee benefits apply.

**Application Deadline:** Open until filled. Interviews will be conducted by a selection committee and will commence upon receipt of completed applications by qualified candidates. To ensure consideration, all application materials must be received by deadline.

**To Apply:** Submit NMJC application form on line at [www.nmjc.edu](http://www.nmjc.edu) (under Employment Opportunities), letter of application (cover letter), resume, unofficial transcripts for **all** degrees listed on resume (official transcripts required prior to employment), and three references with current telephone numbers and addresses.

**Human Resources, New Mexico Junior College, 1 Thunderbird Circle, Hobbs, NM 88240**

New Mexico Junior College is an Equal Opportunity Affirmative Action Employer and does not discriminate in its educational and employment policies and procedures with regard to race, color, religion, sex, sexual orientation, national origin, age, disability, genetic information, or veteran status. Qualified minority applicants are encouraged to apply.

For information concerning employment, please contact the Human Resources Office at (575) 492-2791. For information concerning Section 504 accessibility, contact the Special Needs Coordinator in the Counseling Department at (575) 492-2576.

**"Equal Opportunity Education and Employment"**

One Thunderbird Circle, Hobbs, NM, 88240 • Phone: (575) 492-2790 • Fax: (575) 492-2796 • Toll Free: 1-800-657-6260 • E-mail: [kmill@nmjc.edu](mailto:kmill@nmjc.edu)

# RESOLUTION

## Susie D. Taylor

- WHEREAS,** **Susie D. Taylor**, being one of the Staff Members of New Mexico Junior College, has faithfully served the College for eleven years; and
- WHEREAS,** **Susie D. Taylor** has served as Custodian from 2004 to 2015; and
- WHEREAS,** **Susie D. Taylor** has served on various committees at New Mexico Junior College and in the community; and
- WHEREAS,** **Susie D. Taylor** has been a devoted, enthusiastic and loyal staff member at New Mexico Junior College; and
- WHEREAS,** **Susie D. Taylor** as a staff member, has always reflected a favorable image for New Mexico Junior College; and
- WHEREAS,** **Susie D. Taylor** has elected to retire the 1st day of September 2015.

**NOW, THEREFORE BE IT RESOLVED** that New Mexico Junior College desires to give special recognition and appreciation to **Susie D. Taylor** for her service and dedication to New Mexico Junior College.

ADOPTED THIS 20th day of August 2015.

ATTEST:

\_\_\_\_\_  
New Mexico Junior College Board Chairperson

\_\_\_\_\_  
New Mexico Junior College Board Secretary



# RESOLUTION

## Donna L. Springer

- WHEREAS,** **Donna L. Springer**, being one of the Staff Members of New Mexico Junior College, has faithfully served the College for twenty-five years; and
- WHEREAS,** **Donna L. Springer** has served as Executive Assistant to the Vice President of Instruction from 2002 to 2015; and
- WHEREAS,** **Donna L. Springer** has served as Administrative Secretary to the Dean of Arts and Sciences from 1991 to 2002; and
- WHEREAS,** **Donna L. Springer** has served as Educational Secretary for Arts and Sciences from 1990 to 1991; and
- WHEREAS,** **Donna L. Springer** has served on various committees at New Mexico Junior College and in the community; and
- WHEREAS,** **Donna L. Springer** has been a devoted, enthusiastic and loyal staff member at New Mexico Junior College; and
- WHEREAS,** **Donna L. Springer** as a staff member, has always reflected a favorable image for New Mexico Junior College; and
- WHEREAS,** **Donna L. Springer** has elected to retire the 1st day of August 2015.

**NOW, THEREFORE BE IT RESOLVED** that New Mexico Junior College desires to give special recognition and appreciation to **Donna L. Springer** for her service and dedication to New Mexico Junior College.

ADOPTED THIS 20th day of July 2015.

ATTEST: \_\_\_\_\_

New Mexico Junior College Board Chairman



\_\_\_\_\_  
New Mexico Junior College Board Secretary

3 years

2 years

1 year

6 months

85 days

Higher Learning Commission  
Peer review visit

November 9 and 10, 2015

## PEER TEAM MEMBERS

- Dr. Benjamin Young, *Team Leader*  
Retired from Ivy Tech Community College
- Mr. David Freeman  
Professor from Marietta College
- Dr. Anne Austin  
Vice Chancellor, Univ. of Arkansas Community College, Batesville
- Dr. Linda Chapman  
Vice President for Academics, Lewis and Clark College Community College
- Dr. Monica Ramirez  
Dean of Instruction, Front Range Community College

## The 5 Criteria:

1. MISSION: The institution's mission is clear and articulated publicly; it guides the institution's operations.

15 elements to be evaluated.

2. INTEGRITY: Ethical and responsible conduct. The institution acts with integrity; its conduct is ethical and responsible.

12 elements to be evaluated.

3. TEACHING AND LEARNING: Quality, resources, and support. The institution provides high quality education, wherever and however its offerings are delivered.

26 elements to be evaluated.

4. TEACHING AND LEARNING: Evaluation and improvement. The institution demonstrates responsibility for the quality of its educational programs, learning environments, and support services, and it evaluates their effectiveness for student learning through processes designed to promote continuous improvement.

17 elements to be evaluated.

5. RESOURCES, PLANNING, and INSTITUTIONAL EFFECTIVENESS. The institution's resources, structures, and processes are sufficient to fulfill its mission, improve the quality of its educational offerings, and respond to future challenges and opportunities. The institution plans for the future.

19 elements to be evaluated.



The 5 Criteria:

1. **MISSION:** The institution's mission is clear and articulated publicly; it guides the institution's operations.

15 elements to be evaluated.

2. **INTEGRITY:** Ethical and responsible conduct. The institution acts with integrity; its conduct is ethical and responsible.

12 elements to be evaluated.

3. **TEACHING AND LEARNING:** Quality, resources, and support. The institution provides high quality education, wherever and however its offerings are delivered.

26 elements to be evaluated.

4. **TEACHING AND LEARNING:** Evaluation and improvement. The institution demonstrates responsibility for the quality of its educational programs, learning environments, and support services, and it evaluates their effectiveness for student learning through processes designed to promote continuous improvement.

17 elements to be evaluated.

5. **RESOURCES, PLANNING, and INSTITUTIONAL EFFECTIVENESS.** The institution's resources, structures, and processes are sufficient to fulfill its mission, improve the quality of its educational offerings, and respond to future challenges and opportunities. The institution plans for the future.

19 elements to be evaluated.

The 5 Criteria:

1. **MISSION:** The institution's mission is clear and articulated publicly; it guides the institution's operations.

15 elements to be evaluated.

2. **INTEGRITY:** Ethical and responsible conduct. The institution acts with integrity; its conduct is ethical and responsible.

12 elements to be evaluated.

3. **TEACHING AND LEARNING:** Quality, resources, and support. The institution provides high quality education, wherever and however its offerings are delivered.

26 elements to be evaluated.

4. **TEACHING AND LEARNING:** Evaluation and improvement. The institution demonstrates responsibility for the quality of its educational programs, learning environments, and support services, and it evaluates their effectiveness for student learning through processes designed to promote continuous improvement.

17 elements to be evaluated.

5. **RESOURCES, PLANNING, and INSTITUTIONAL EFFECTIVENESS.** The institution's resources, structures, and processes are sufficient to fulfill its mission, improve the quality of its educational offerings, and respond to future challenges and opportunities. The institution plans for the future.

19 elements to be evaluated.

### The 5 Criteria:

1. MISSION: The institution's mission is clear and articulated publicly; it guides the institution's operations.

15 elements to be evaluated.

2. INTEGRITY: Ethical and responsible conduct. The institution acts with integrity; its conduct is ethical and responsible.

12 elements to be evaluated.

**3. TEACHING AND LEARNING: Quality, resources, and support. The institution provides high quality education, wherever and however its offerings are delivered.**

26 elements to be evaluated.

4. TEACHING AND LEARNING: Evaluation and improvement. The institution demonstrates responsibility for the quality of its educational programs, learning environments, and support services, and it evaluates their effectiveness for student learning through processes designed to promote continuous improvement.

17 elements to be evaluated.

5. RESOURCES, PLANNING, and INSTITUTIONAL EFFECTIVENESS. The institution's resources, structures, and processes are sufficient to fulfill its mission, improve the quality of its educational offerings, and respond to future challenges and opportunities. The institution plans for the future.

19 elements to be evaluated.

### The 5 Criteria:

1. MISSION: The institution's mission is clear and articulated publicly; it guides the institution's operations.

15 elements to be evaluated.

2. INTEGRITY: Ethical and responsible conduct. The institution acts with integrity; its conduct is ethical and responsible.

12 elements to be evaluated.

3. TEACHING AND LEARNING: Quality, resources, and support. The institution provides high quality education, wherever and however its offerings are delivered.

26 elements to be evaluated.

**4. TEACHING AND LEARNING: Evaluation and improvement. The institution demonstrates responsibility for the quality of its educational programs, learning environments, and support services, and it evaluates their effectiveness for student learning through processes designed to promote continuous improvement.**

17 elements to be evaluated.

5. RESOURCES, PLANNING, and INSTITUTIONAL EFFECTIVENESS. The institution's resources, structures, and processes are sufficient to fulfill its mission, improve the quality of its educational offerings, and respond to future challenges and opportunities. The institution plans for the future.

19 elements to be evaluated.

## The 5 Criteria:

1. **MISSION:** The institution's mission is clear and articulated publicly; it guides the institution's operations.  
15 elements to be evaluated.
2. **INTEGRITY:** Ethical and responsible conduct. The institution acts with integrity; its conduct is ethical and responsible.  
12 elements to be evaluated.
3. **TEACHING AND LEARNING:** Quality, resources, and support. The institution provides high quality education, wherever and however its offerings are delivered.  
26 elements to be evaluated.
4. **TEACHING AND LEARNING:** Evaluation and improvement. The institution demonstrates responsibility for the quality of its educational programs, learning environments, and support services, and it evaluates their effectiveness for student learning through processes designed to promote continuous improvement.  
17 elements to be evaluated.
5. **RESOURCES, PLANNING, and INSTITUTIONAL EFFECTIVENESS.** The institution's resources, structures, and processes are sufficient to fulfill its mission, improve the quality of its educational offerings, and respond to future challenges and opportunities. The institution plans for the future.  
19 elements to be evaluated.

All specific elements must be MET WITHOUT CONCERN or the relevant Criteria is considered to be NOT MET. In order for an institution to have a clear report, ALL 5 Criteria must be MET and all specific elements must be MET WITHOUT CONCERN.

### What happens between now and November 9?

1. Complete and file our formal *Assurance Argument*.
2. The *Federal Compliance Document* will be filed with the HLC.
3. NMJC will publish public notice of the visit and ask for public comments to be sent directly to the HLC.

### What happens on November 9 and 10?

Monday – November 9

- Opening Meeting with campus leadership team
- 8 – 12 noon – meetings with various committees and divisions  
E.g. student services, academics, assessment
- Noon – lunch
- 1 – 5 pm – continue meetings with campus groups  
E.g. faculty open forum, staff open forum
- Community meeting

Tuesday – November 10

- Breakfast with College Board
- 8 – 12 noon – meetings with various committees and divisions  
E.g. student services, academics, assessment
- Noon – exit meeting with president

Important to understand that the schedule will be fluid.

## What happens after November 9 & 10?

- Visiting team will draft a report with recommendations
  - Accreditation Criteria can be:
    - Met without concerns
    - Met with concerns (requires follow-up action by institution)
    - Not met (requires probation and correction)
- NMJC will review the draft report and comment.
- January 2016 – final report goes to HLC for approval

Thank you...each and every one...for your support of NMJC, our students, and our communities.