AMENDED AGENDA

The following will be considered at the Regular Meeting of the Doña Ana County Board of County Commissioners to be held on Tuesday, June 23, 2026, at 9:00 AM in the Doña Ana County Commission Chambers, 1st Floor, Doña Ana County Government Center, 845 North Motel Boulevard, Las Cruces, New Mexico:

• **Invocation** /Moment of Silence

• **Pledge of Allegiance**

• **Roll Call of Commission Members Present and Determination of Quorum**

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

• **CHANGES TO THE AGENDA:** Scott Andrews, County Manager.

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

1.	Approve an extension of the lease contract for the Doña Ana County International Jetport Lots F-05A and F-06A between Doña Ana County and War Eagles Air Museum. The first year lease payment will be $31,476.48.	Jody Young, Jetport Manager
2.	Recognize the Mayfield High School Lady Trojans Softball Team for Their 2025–2026 NMAA Class 5A State Championship Achievement.	Manuel Sanchez, Commissioner, District 5, Chair
3.	Approve application submittal for the 2025-2026 RCE (Railroad Crossing Elimination) Safety Crossings Program to study road/rail crossing safety throughout the County.	Dan Sambrano, Roads Superintendent
4.	Award Change order in the amount of $172,802.02 to CES Contract 2026-03-R1283-ALL to JGF Built for electric line extension for OEM building.	Justin Weaver, Project Manager

• **PROCLAMATIONS**

5.	Recognize the Mayfield Lady Trojans Softball Team for its 5A State Championship	Manuel Sanchez, Commissioner, District 5, Chair

• **PUBLIC INPUT**

• **COMMISSION INPUT**

• **COUNTY ELECTED OFFICIALS' INPUT**

• **STAFF INPUT**

• **COMMISSION-APPOINTED BOARD REPORT BACK**

• **PRESENTATIONS**

6.	Film Las Cruces FY25 Annual Report Presentation	Denisse Carter, Economic Development Director
7.	Third Judicial District Court & community centers condition assessment & deferred maintenance	Justin Weaver, Project Manager

• **MINUTES**

8.	Approval of the Regular Meeting Minutes for June 9, 2026, Special Meeting and Emergency Meeting for June 12, 2026	Brandi Delgado, Administrative Assistant

• **APPROVALS**

9.	Award contract to GCC Sun City Materials and Jobe Materials to provide construction materials for future projects in an amount not to exceed $600,000.	Dan Sambrano, Roads Superintendent
10.	Award contracts to Amador Health Center, Inc., Ben Archer Health Center, Inc., La Clinica de Familia, Inc., and Mesilla Valley Hospital in the amount of $2,979,378.88 to support Resolution 2026-53 and the County Health Care Assistance Program.	Jamie Michael, HHS Director
11.	Resolution Adopting the 2028-2032 Infrastructure Capital Improvement Plan (ICIP)	Mary Trail, Grant Manager
12.	Resolution Establishing Protocols for Receipt of Donations	Michael Perez, Purchasing Manager
13.	Approve Resolution Amending Resolution No. 2025-23 to Change the Agenda Category Title from “Approvals” to “Action Items.	Susie Kimble, Commissioner, District 3
14.	Approve the add-on and use of AI for an eight (8) year contract, to be included in DASO's current Axon system using Sourcewell contract# 101223 in the amount of $1,091,401.33 for the first year and $1,422,071.52 for the remaining seven (7) years. The Commission is asked to delegate signature authority to the County Manager for all related documents.	Kim Stewart, Sheriff
15.	Accept Subgrant Agreement for Hazard Mitigation Assistance Grant DR-4652-0026-NM awarded to Doña Ana County Office of Emergency Management for purchase and installation of electrical generators at 18 county fire stations.	Amanda Bowen, OEM Manager Joy Chavez, OEM Deputy Manager

16.	Use CES Contract # 2026-03-R1137-ALL with Global Maven for a change order in the amount of $178,903.42 for Asphalt Paving at the Transitional Living Modular Building.	Justin Weaver, Project Manager
17.	Approve Resolution supporting proposed land swap between US Bureau of Land Management and the NM State Land Office.	Stephen Lopez, Assistant County Manager
18.	Approve Resolution supporting development of All Access Parks and establishing cooperative agreement with ParksForAll.	Stephen Lopez, Assistant County Manager
19.	Approve Resolution establishing Records Retention Schedule.	Stephen Lopez, Assistant County Manager

• **HEARINGS and ORDINANCES**

20.	A Public Hearing to Reconsider Resolution No. 2026-58 Designating the Property at 15800 Furnace as a Danger and Menace to the Health Safety and Welfare of the General Public	Christina Ainsworth, Community Development Director Jonathan Davis, Codes Enforcement Supervisor
21.	Preliminary Plat Approval for a Type II Subdivision to be known as Solara Springs Subdivision.	Christina Ainsworth, Community Development Director

• **COMMISSION INPUT (FOLLOW-UP)**

• **CORRESPONDENCE**

22.	Correspondence received by Doña Ana County.	Brandi Delgado, Administrative Assistant

THE COMMISSION MAY CONVENE IN CLOSED SESSION, The Board may convene in closed session regarding the purchase, acquisition or disposal of real property or water rights; limited personnel matters naming the County Attorney and Risk Manager; attorney-client privilege pertaining to threatened or pending litigation, including but not limited to litigation involving the Sheriff's Office, the Board of County Commissioners v. Michael Martinez, et. al., D-307-CV-2024-01994, and T.H. v. Martinez, et. al., 2:24-CV-00887-MIS-KRS, as authorized by the Open Meetings Act Sections 10-15-1(H)(2), (7), and (8).

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

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

THIS AGENDA IS SUBJECT TO CHANGE

NOTE: Doña Ana County will ensure effective communication with individuals with disabilities and will, upon request, provide auxiliary communication aids and services to afford those individuals equal opportunity for participation in Doña Ana County sponsored meetings, events, or activities. Any request should be made to the Americans with Disabilities Act Coordinator, in writing, or by phone, **at least two business days** prior to the event at which accommodation is needed. If you have any questions regarding examples of reasonable accommodations, please contact the ADA Coordinator, at 525-5878 (voice) or 525-2951 (TTY), 845 N. Motel Blvd., Las Cruces, NM 88007.

Spanish language interpretation services are now available upon request for participation in Doña Ana County sponsored meetings, events, or activities. Please contact the Community & Constituent Services Office at 525-6163, at least 48 hours prior to the event. **Por favor de contactar la Oficina de Servicio a la Comunidad y Constituyentes al 525-6163 por lo menos 48 horas por adelantado para pedir este servicio.**

AGENDA ENMENDADA

En la Reunión Ordinaria de la Junta de Comisionados del Condado de Doña Ana, que se celebrará el martes 23 de junio de 2026 a las 9:00 a. m. en la Sala de Sesiones de la Comisión del Condado de Doña Ana, 1.er piso, Centro de Gobierno del Condado de Doña Ana, 845 North Motel Boulevard, Las Cruces, Nuevo México, se considerarán los siguientes asuntos:

• **Invocación** / Momento de silencio

• **Juramento de Lealtad**

• **Lista de asistencia de los miembros de la Comisión presentes y determinación del quórum.**

LA COMISIÓN SE REÚNE COMO JUNTA DE COMISIONADOS DEL CONDADO Y JUNTA DE FINANZAS DEL CONDADO EN SESIÓN PÚBLICA.

• **CAMBIOS EN LA AGENDA:** Scott Andrews, Administrador del Condado.

• **AGENDA DEL DÍA POR CONSENTIMIENTO:** Se solicitará a la Junta que apruebe mediante una sola moción los siguientes puntos de asuntos recurrentes o rutinarios:

1.	Aprobar la prórroga del contrato de arrendamiento de los lotes F-05A y F-06A del Jetport Internacional del Condado de Doña Ana entre el Condado de Doña Ana y el Museo del Aire War Eagles. El pago del arrendamiento del primer año será de 31,476.48 dólares.	Jody Young, Gerente del Jetport
2.	Reconocimiento al equipo femenino de sóftbol Lady Trojans de la escuela secundaria Mayfield por su logro en el Campeonato Estatal NMAA Clase 5A 2025-2026.	Manuel Sanchez, Comisionado por el Distrito 5, Presidente
3.	Aprobar la presentación de solicitudes para el Programa de Eliminación de Cruces Ferroviarios (Cruces de Seguridad) 2025-2026.	Dan Sambrano, Superintendente de Carreteras
4.	Orden de cambio de adjudicación por un monto de 172,802.02 dólares al Contrato CES 2026-03-R1283-ALL a JGF Built para incluir revisión y resolución del presupuesto.	Justin Weaver, Gerente de Proyecto

• **PROCLAMACIONES**

5.	Reconocimiento al equipo de sóftbol femenino Mayfield Lady Trojans por su campeonato estatal de la categoría 5A.	Manuel Sanchez, Comisionado por el Distrito 5, Presidente

• **OPINIÓN PÚBLICA**

• **APORTE DE LA COMISIÓN**

• **OPINIÓN DE LOS FUNCIONARIOS ELECTOS DEL CONDADO**

• **OPINIÓN DEL PERSONAL**

• **INFORME DE LA JUNTA DESIGNADA POR LA COMISIÓN**

• **PRESENTACIONES**

6.	Presentación del informe anual de Film Las Cruces FY25	Denisse Carter, Directora de Desarrollo Económico
7.	Evaluación del estado y mantenimiento diferido del Tribunal del Tercer Distrito Judicial y de los centros comunitarios	Justin Weaver, Gerente de proyecto

• **MINUTAS**

8.	Aprobación de las actas de la reunión ordinaria del 9 de junio de 2026, de la reunión extraordinaria y de la reunión de emergencia del 12 de junio de 2026.	Brandi Delgado, Asistente Administrativa

• **APROBACIONES**

9.	Adjudicar contrato a GCC Sun City Materials y Jobe Materials para el suministro de materiales de construcción por un importe que no exceda los 600,000 dólares.	Dan Sambrano, Superintendente de Carreteras
10.	Adjudicar contratos a Amador Health Center, Inc., Ben Archer Health Center, Inc., La Clinica de Familia, Inc. y Mesilla Valley Hospital por un monto de 2,979,378.88 dólares para respaldar la Resolución 2026-53 y el Programa de Asistencia para la Atención Médica del Condado.	Jamie Michael, Directora del HHS
11.	Resolución por la que se adopta el Plan de Mejoras de Capital de Infraestructura (ICIP) para el período 2028-2032.	Mary Trail, Gestor de Subvenciones
12.	Resolución que establece protocolos para la recepción de donaciones.	Michael Perez, Gerente de Compras
13.	Aprobar la Resolución que modifica la Resolución No. 2025-23 para cambiar el título de la categoría del orden del día de “Aprobaciones” a “Puntos de acción”.	Susie Kimble, Comisionada, Distrito 3
14.	Aprobar la incorporación y el uso de IA para un contrato de ocho (8) años, que se integrará al sistema Axon actual de DASO utilizando el contrato Sourcewell n.° 101223 por un monto de 1,091,401.33 dólares para el primer año y 1,422,071.52 dólares para los siete (7) años restantes. Se solicita a la Comisión que delegue la autoridad de firma al Administrador del Condado para todos los documentos relacionados.	Kim Stewart, Alguacil

15.	Aceptación del acuerdo de sub subvención para la subvención de asistencia para la mitigación de riesgos DR-4652-0026-NM otorgada a la Oficina de Gestión de Emergencias del Condado de Doña Ana para la compra e instalación de generadores eléctricos en 18 estaciones de bomberos del condado.	Amanda Bowen, Gerente de OEM Joy Chávez, Subgerente del OEM
16.	Utilizar contrato CES n.° 2026-03-R1137-ALL con Global Maven para una modificación del contrato por un importe de 178.903,42 dólares para el asfaltado del edificio modular de vivienda transitoria.	Justin Weaver, Gerente de Proyecto
17.	Aprobar la resolución que respalda el intercambio de terrenos propuesto entre la Oficina de Administración de Tierras de los Estados Unidos y la Oficina de Tierras del Estado de Nuevo México.	Stephen Lopez, Subgerente del Condado
18.	Aprobar la resolución que respalda el desarrollo de parques de acceso universal y establece un acuerdo de cooperación con ParksForAll.	Stephen Lopez, Subgerente del Condado
19.	Aprobar la resolución que establece el calendario de conservación de registros.	Stephen Lopez, Subgerente del condado

• <u>AUDIENCIAS Y ORDENANZAS</u>

20.	Audiencia pública para reconsiderar la Resolución No. 2026-58 que designa la propiedad ubicada en 15800 Furnace como un peligro y una amenaza para la salud, la seguridad y el bienestar del público en general.	Christina Ainsworth, Directora de Desarrollo Comunitario Jonathan Davis, Supervisor de Cumplimiento de Códigos
21.	Aprobación preliminar del plano para una subdivisión de tipo II que se conocerá como Solara Springs Subdivision.	Christina Ainsworth, Directora de Desarrollo Comunitario

• <u>INFORMACIÓN SOBRE LA COMISIÓN (SEGUIMIENTO)</u>

• <u>CORRESPONDENCIA</u>

22.	Correspondencia recibida por el Condado de Doña Ana.	Brandi Delgado, Asistente Administrativa

LA COMISIÓN PODRÁ REUNIRSE EN SESIÓN A PUERTA CERRADA. La Junta podrá reunirse en sesión a puerta cerrada con respecto a la compra, adquisición o disposición de bienes inmuebles o derechos de agua; asuntos de personal limitados que incluyan el nombramiento del Abogado del Condado y el Gerente de Riesgos; privilegio abogado-cliente relacionado con litigios inminentes o pendientes, incluyendo, entre otros, litigios que involucren a la Oficina del Sheriff, la Junta de Comisionados del Condado v. Michael Martinez, et. al., D-307-CV-2024-01994, y TH v. Martinez, et. al., 2:24-CV-00887-MIS-KRS, según lo autorizado por las Secciones 10-15-1(H)(2), (7) y (8) de la Ley de Reuniones Abiertas.

LA COMISIÓN PODRÁ REUNIRSE EN SESIÓN PÚBLICA para tomar las medidas que sean necesarias sobre los asuntos tratados en la sesión a puerta cerrada.

LA COMISIÓN LEVANTA LA SESIÓN COMO JUNTA DE COMISIONADOS DEL CONDADO Y JUNTA DE FINANZAS DEL CONDADO EN SESIÓN PÚBLICA

ESTE PROGRAMA ESTÁ SUJETO A CAMBIOS.

NOTA: El Condado de Doña Ana garantizará una comunicación efectiva con las personas con discapacidades y, previa solicitud, proporcionará ayudas y servicios de comunicación auxiliares para brindarles igualdad de oportunidades de participación en las reuniones, eventos o actividades patrocinadas por el Condado de Doña Ana. Cualquier solicitud debe dirigirse al Coordinador de la Ley para Estadounidenses con Discapacidades (ADA), por escrito o por teléfono, con **al menos dos días hábiles** de anticipación al evento en el que se requiera la adaptación. Si tiene alguna pregunta sobre ejemplos de adaptaciones razonables, comuníquese con el Coordinador de la ADA al 575 525-5878 (voz) o al 575 525-2951 (TTY), 845 N. Motel Blvd., Las Cruces, NM 88007.

Los servicios de interpretación en español ahora están disponibles a pedido para participar en reuniones, eventos o actividades patrocinadas por el condado de Doña Ana. Comuníquese con la Oficina de Servicios Comunitarios y Constituyentes al 525-6163, al menos 48 horas antes del evento. **Por favor de contactar la Oficina de Servicio a la Comunidad y Constituyentes al 575 525-6163 por lo menos 48 horas por adelantado para pedir este servicio.**

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

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

Doña Ana County International Jetport at Santa Teresa	June 23, 2026
Initiating Department	**Meeting Date**
Jody Young, Jetport Manager	1
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE AN EXTENSION OF THE LEASE CONTRACT FOR THE DOÑA ANA COUNTY INTERNATIONAL JETPORT LOTS F-05A AND F-06A BETWEEN DOÑA ANA COUNTY AND WAR EAGLES AIR MUSEUM. THE FIRST YEAR LEASE PAYMENT WILL BE $31,476.48.

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

War Eagles Air Museum has requested to exercise the final 10-year extension of their land lease on Lots F-05A and F-06A.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

SUMMARY OF FINANCIAL IMPACT

The first year lease revenue will be $31,476.48.

ADMINISTRATIVE REVIEW AND APPROVAL

Jody Young, Jetport Manager	Created/Initiated - 6/15/2026
Jody Young, Jetport Manager	Approved - 6/15/2026
Asma Dawood, Finance Director	Approved - 6/16/2026
Michael Perez, Purchasing Manager	Approved - 6/17/2026
Denisse Carter, Economic Development Director	Final Approval - 6/17/2026

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County
BOCC Agenda Item Executive Summary

Meeting Date:	June 23, 2026
Agenda Item Title:	Approve an extension of lease for Doña Ana County International Jetport Lots F-05A and F-06A between Doña Ana County and War Eagles Air Museum. First year lease payment will be $31,476.48.
Type of Action:	Voting and Approval
Fiscal Impact:	No impact
Strategic Plan Alignment:	Reliable Transportation and Meaningful Work

War Eagles Air Museum, a non-profit is committed to inspiring the next generation by preserving and showcasing the history of aviation, with a focus on the aircraft and artifacts used by the United States during defining times of conflict. Founded in 1989, the museum features one of the Southwest's largest collections of beautifully restored historic aircraft.
The original lease was approved by the NM State Board of Finance in May 1986 for a 30-year term from January 1, 1986 thru December 31, 2015 with two 10-year options. The first option was approved in 2015.
This extension includes a base rent escalation schedule and an increase in total land leased. The first year total will include 205,224 sqft leased at $0.07/sqft and 81,480 sqft at $0.21/sqft for a total of $31,476.48.

Jetport Staff recommend approval of the lease extension. The museum continues to be a key tenant of the Jetport.

Overview:

What Will BOCC Action Mean:

- **Vote "YES" =** This will approve the lease extension
- **Vote "NO" =** This will reject the lease extension
- **Vote to "Amend" =** The BOCC will change the resolution (if the amendment is approved)
- **Vote to "Table" =** The Resolution will not proceed, and will either be schedule for a future meeting ("tabled to a date certain") or will not be heard until the BOCC takes future action to bring it back ("tabled indefinitely")

JETPORT LEASE CONTRACT EXTENSION
FOR LOT NO. F-5A and F-06A

Doña Ana County, as "**Lessor**", and War Eagles Air Museum, as Assignee of the original contract dated May 22, 1986, and executed by John T. MacGuire and Betty Moor MacGuire as modified by Addendums 1 thru 4, (collectively the "**Lease**"), which lease thereafter was assigned to Western Eagle, Inc., which lease thereafter was assigned to the current Tenant ("**Lessee**") of Lots F-05A and F-06A ("**Leased Premises**") hereby agree to the second (final) ten (10) year extension and amend the Lease as set forth herein.

The new Lease term is extended for ten (10) years from January 1, 2026, through December 31, 2035. The total lease area is amended to a total of 286,704 which includes the ramp area located north of the hangars. Commencing on January 1, 2026, the base land rent ("**Base Land Rent**") shall be seven cents ($0.07) per square foot (Museum: 205,224 sq. ft. x $0.07 = $14,365.68) and twenty-one cents ($0.21) per square foot (Subleased area: 81,480 sq. ft. x $0.21 = $17,110.8); provided however, a modified Base Land Rent schedule is provided below. This schedule includes an actual discount for a non-profit adding value to the local community. Additionally, commencing on January 1, 2026, the Base Land Rent will be increased annually according to the below rent schedule ("**Rent Escalation**").

Lessee shall continue to pay to Lessor, two percent (2%) of Lessee's gross receipts (as defined below) received from the commercial business activities on the Leased Premises ("**Gross Receipts Surcharge**"). Gross Receipt Surcharge payments, with supporting gross receipts documents, are due to the Doña Ana County Finance Department and Jetport Director on a quarterly basis. Gross Receipt Surcharge Payments not received by the last business day of the month following the completion of each quarter (January, April, July, October) will incur a late fee of $25.00 per month.

For purpose of the Gross Receipts Surcharge provision, gross receipts means the total amount of revenue Lessee received without subtracting any costs or expenses; the only exempted revenue is that received through donations. In an exchange in which money or other consideration received does not represent the value of the property or services exchanged, "gross receipts" means the reasonable value of the property or services exchanged. This gross receipt fee may be passed along to customers by Lessee as a separate stated fee or included in the stated price.

Rent Escalation. Lessee shall pay the following:

1) January 2026: Annual Base Land Rent shall be $0.07/sqft, Gross Receipt Surcharge will continue to be paid quarterly. Subleased space shall be $0.21/sqft.

2) July 2026: Annual Base Land Rent shall be $0.07/sqft, Gross Receipt Surcharge will continue to be paid quarterly. Subleased space shall be $0.21/sqft.

3) July 2027: Annual Base Land Rent shall be $0.09/sqft. Gross Receipt Surcharge will continue to be paid quarterly. Subleased space shall be increased from July 2026 by the CPI-U, All Items Category U.S. Cities for the most recent year with a max increase of 4%.

4) July 2028: Annual Base Land Rent shall be $0.10/sqft. Gross Receipt Surcharge will continue to be paid quarterly. Subleased space shall be increased from July 2027 by the CPI-U, All Items Category U.S. Cities for the most recent year with a max increase of 4%.

5) July 2029: Annual Base Land Rent shall be $0.11/sqft. Gross Receipt Surcharge will continue to be paid quarterly. Subleased space shall be increased from July 2028 by the CPI-U, All Items Category U.S. Cities for the most recent year with a max increase of 4%.

6) July 2030: Annual Base Land Rent shall be $0.13/sqft. Gross Receipt Surcharge will continue to be paid quarterly. Subleased space shall be increased from July 2029 by the CPI-U, All Items Category U.S. Cities for the most recent year with a max increase of 4%.

7) July 2031: Annual Base Land Rent shall be $0.14/sqft. Gross Receipt Surcharge will continue to be paid quarterly. Subleased space shall be increased from July 2030 by the CPI-U, All Items Category U.S. Cities for the most recent year with a max increase of 4%.

8) July 2032; Annual Base Land Rent shall be $0.15/sqft. Gross Receipt Surcharge will continue to be paid quarterly. Subleased space shall be increased from July 2031 by the CPI-U, All Items Category U.S. Cities for the most recent year with a max increase of 4%.

9) July 2033; Annual Base Land Rent shall be $0.16/sqft. Gross Receipt Surcharge will continue to be paid quarterly. Subleased space shall be increased from July 2032 by the CPI-U, All Items Category U.S. Cities for the most recent year with a max increase of 4%.

10) July 2034 thru December 2035; Annual Base Land Rent shall be $0.17/sqft. Gross Receipt Surcharge will continue to be paid quarterly. Subleased space shall be increased from July 2033 by the CPI-U, All Items Category U.S. Cities for the most recent year with a max increase of 4%.

Executed to be effective on January 1, 2026 ("Effective Date").

WAR EAGLES AIR MUSEUM

BY: _____ DATED: _____
Vanessa Martinez
Its: Executive Director

DOÑA ANA COUNTY

BY: _____ DATED: _____
Scott Andrews, County Manager


ancis Aviation
Doña Ana County International Jetport
Image © 2026 Airbus

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

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

Doña Ana County Manager's Office	June 23, 2026
Initiating Department	**Meeting Date**
Manuel Sanchez, Commissioner, District 5, Chair	2
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

RECOGNIZE THE MAYFIELD HIGH SCHOOL LADY TROJANS SOFTBALL TEAM FOR THEIR 2025–2026 NMAA CLASS 5A STATE CHAMPIONSHIP ACHIEVEMENT.

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

The Board of County Commissioners will recognize the Mayfield High School Lady Trojans Softball Team for winning the 2025–2026 New Mexico Activities Association (NMAA) Class 5A State Championship. The recognition honors the team's outstanding athletic achievement, dedication, sportsmanship, and representation of the Doña Ana County community.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Proclamation

SUMMARY OF FINANCIAL IMPACT

None

ADMINISTRATIVE REVIEW AND APPROVAL

Gloria Maldonado, Executive Administrative Assistant	Created/Initiated - 6/16/2026
Scott Andrews, County Manager	Final Approval - 6/16/2026

DOCUMENT CONTROL

For Signature: No	**For Recording:** No	**Deadline for Return:**

Proclamation

Doña Ana County
State of New Mexico

WHEREAS, the Mayfield High School Girls Softball Team achieved an extraordinary milestone by capturing the 2026 New Mexico Class 5A State Championship, earning the first state title in program history; and

WHEREAS, on May 16, 2026, the Lady Trojans delivered a dominant performance, defeating Las Cruces High School by a score of 20-2 at the Lobo Softball Field in Albuquerque to secure the state crown; and

WHEREAS, the team completed a remarkable season with an outstanding 29-2 overall record, demonstrating exceptional skill, determination, teamwork, and sportsmanship throughout the year; and

WHEREAS, the Lady Trojans made headlines across New Mexico by combining for 98 home runs during the season, a remarkable achievement believed to be a new state record and a testament to the team's offensive excellence; and

WHEREAS, this championship marks the first state title won by Mayfield High School in any sport since 2014, bringing pride and excitement to students, staff, alumni, families, and the entire Las Cruces community; and

WHEREAS, the success of the Lady Trojans reflects the dedication and leadership of Head Coach Daniel Dominguez and Assistant Coaches Adam Cardenas, Willie Cuaron, Cynthia Morales, and Javier Rosales, whose commitment to developing student-athletes helped guide the team to a historic season; and

WHEREAS, the accomplishments of team members Genesis Angel, Dallas Bencomo, Elizabeth Doyle, Audrina Guillen, Anaya Langston, Ariana Lujan, Chloe Marrujo, Payton Oliver, Emilly Perez, Jayleen Ponce, Analia Puente-Cruz, Adriene Quintana, Brisa Quintana, Angelina Ramirez, Ausaundra Roberto, Dalanye Saenz, Annali Torrez, and Khloe Tovar exemplify the values of hard work, perseverance, discipline, and excellence; and

WHEREAS, the Mayfield High School Girls Softball Team has served as an inspiration to young athletes throughout Doña Ana County, demonstrating what can be achieved through dedication, teamwork, and a commitment to excellence both on and off the field;

NOW, THEREFORE, the Doña Ana Board of County Commissioners does hereby congratulate the Mayfield High School Girls Softball Team, coaches, and supporters for winning the 2026 New Mexico Class 5A State Championship.

PROUDLY PROCLAIMED this 23rd day of June, 2026.

By the Board of County Commissioners for Doña Ana County, New Mexico

_____ ___ yea ___ nay
Manuel A. Sanchez, Chair, District 5

_____ ___ yea ___ nay
Susana Chaparro, District 4

_____ ___ yea ___ nay
Gloria Gameros, Vice-Chair, District 2

_____ ___ yea nay
Christopher Schaljo-Hernandez, District 1

_____ ___ yea ___ nay
Susie Kimble, District 3

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

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

Engineering and Roads Department	June 23, 2026
Initiating Department	**Meeting Date**
Dan Sambrano, Roads Superintendent	3
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE APPLICATION SUBMITTAL FOR THE 2025-2026 RCE (RAILROAD CROSSING ELIMINATION) SAFETY CROSSINGS PROGRAM TO STUDY ROAD/RAIL CROSSING SAFETY THROUGHOUT THE COUNTY.

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

Engineering-Road Department staff request the Board approve the submittal of the FY 2025-2026 RCE (Railroad Crossing Elimination (Crossing Safety) program. The Doña Ana County Railroad Crossing Elimination Plan (the Plan) is a comprehensive, county-wide safety and mobility initiative evaluating 64 railroad crossings along the Burlington Northern Santa Fe (BNSF) El Paso Subdivision in Doña Ana County, New Mexico. Doña Ana County (the County), in partnership with BNSF Railway, requests $3,600,000 through the FY 2025–2026 Railroad Crossing Elimination (Crossing Safety) Program to advance Project Planning activities that address longstanding safety, mobility, and freight operational challenges throughout the corridor. NMDOT will provide statewide planning coordination and technical review to support consistency with the New Mexico State Rail Plan and State Freight Plan. BNSF Railway will contribute $450,000 in non-Federal match, along with operational data, field access, and technical input on railroad operations and infrastructure. Doña Ana County will contribute $450,000 in non-Federal match, bringing the total non-Federal match to $900,000. Staff will return to the Board of County Commission to officially accept offer by resolution if we are awarded.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Application

SUMMARY OF FINANCIAL IMPACT

$450,000.00 County match

ADMINISTRATIVE REVIEW AND APPROVAL

Cindy Beakley, Administrative Assistant	Created/Initiated - 6/4/2026
Dan Sambrano, Roads Superintendent	Approved - 6/4/2026
Asma Dawood, Finance Director	Approved - 6/9/2026
Stephen Lopez, Assistant County Manager	Final Approval - 6/17/2026

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County

Engineering-Road Department

Executive Summary

Meeting Date: June 23, 2026

Agenda Item Title: Approve application submittal for the 2025-2026 RCE (Railroad Crossing Elimination (Safety Crossings) Program

Overview:

The Engineering-Road staff is requesting approval to apply for the 2025-2026 RCE (Railroad Crossing Elimination (Safety Crossings) Program.

The Doña Ana County Railroad Crossing Elimination Plan (the Plan) is a comprehensive, county-wide safety and mobility initiative evaluating 64 railroad crossings along the Burlington Northern Santa Fe (BNSF) El Paso Subdivision in Doña Ana County, New Mexico. Doña Ana County (the County), in partnership with BNSF Railway, requests $3,600,000 through the FY 2025–2026 Railroad Crossing Elimination (Crossing Safety) Program to advance Project Planning activities that address longstanding safety, mobility, and freight operational challenges throughout the corridor. The corridor experiences recurring blocked crossings, congestion, emergency response delays, multimodal conflicts, and documented collision and trespassing incidents associated with high freight train volumes and continued regional growth. The Plan will conduct detailed alternatives analysis and 10% conceptual engineering for five priority crossings; detailed safety evaluations for seven crossings; pedestrian and school-area safety evaluations; corridor-wide screening of 43 crossings; and a siding extension analysis focused on reducing occupied crossing duration. The resulting implementation framework will identify candidate grade separations, crossing closures, and targeted operational and safety improvements that improve mobility, reduce risk exposure, strengthen freight reliability, and position the County and its partners for future Project Development, Final Design, and Construction funding opportunities.

The County will serve as the lead applicant and grant recipient for this planning effort in partnership with the City of Las Cruces, NMDOT, and BNSF Railway. Each partner's roles, responsibilities, and financial contributions are documented in commitment letters submitted with this application. The City of Las Cruces will participate in planning activities

for crossings within its municipal boundaries. NMDOT will provide statewide planning coordination and technical review to support consistency with the New Mexico State Rail Plan and State Freight Plan. BNSF Railway will contribute $450,000 in non-Federal match, along with operational data, field access, and technical input on railroad operations and infrastructure. Doña Ana County will contribute $450,000 in non-Federal match, bringing the total non-Federal match to $900,000.

Action Requested: Doña Ana County Engineering-Road staff requesting the Board approve the submittal of the application for fiscal year 2025-2026. Staff will return to the Board of County Commission to officially accept offer by resolution if we are awarded.

Doña Ana County
NEW MEXICO

FY 2025-26 Railroad Crossing Elimination (Crossing Safety) Program

I. Cover Page

Project Title	Doña Ana County Crossing Safety Plan
Applicant Name	Doña Ana County
Amount of Crossing Safety Program (RCE) funding requested under this NOFO[1]	$ 3,600,000.00
Total amount of proposed non-Federal cost share	$ 900,000.00 | 20%
Amount of non-Crossing Safety Program (RCE) Federal funding (if applicable) including pending awards	N/A
Total Project Cost	$4,500,000.00
Source(s) of proposed non-Federal cost share and other Federal funding	Doña Ana County, NM: $450,000.00 BNSF: $450,000.00
Was a Federal grant application previously submitted for this Project?	No
City(ies) where the project is located	Hatch, Mesilla, Las Cruces, Anthony, Sunland Park
County(ies) where the project is located	Doña Ana County
State(s) where the project is located	New Mexico
Congressional district(s) where the project is located	Congressional District 2
What percent of funding is spent in a Rural Area?	50%
Amount (if any) of funding request eligible for set-aside funds	Amount: $ 3,600,000.00 Set-Aside(s): Planning Projects
Lifecyle Stage(s) proposed to be funded by this NOFO	☒Project Planning ☐ Project Development ☐ Final Design ☐ Right-of-Way Acquisition ☐ Construction ☐ Non-Capital
Current Lifecycle Stage and its anticipated completion date	☐ Systems Planning ☐ Project Planning ☐ Project Development ☐ Final Design ☐ Right-of-Way Acquisition ☐ Construction ☐ Non-Capital Anticipated Date of Completion: Not Applicable
Is the project located on real property owned by someone other than the applicant?	Yes. Burlington Northern Santa Fe Railway (Landowner)
Host railroad/infrastructure owner(s) of project assets	Burlington Northern Santa Fe Railway
Other impacted railroad(s) (including tenants)	N/A

If the applicant is a commuter railroad: list the intercity passenger and/or freight railroad service(s) utilizing the proposed project.	N/A
Has the applicant executed an agreement with the host railroad regarding use of the railroad right-of-way where the project will be located consistent with 49 U.S.C. 22905(c)[3] (if applicable)?	Pending
Is the project currently programmed in any medium- or long-range planning document?	Yes. New Mexico 2045 Freight Plan (p. 8).
Is the project located on a potential corridor selected for the Corridor Identification and Development Program?	No
Is the project expected to need a waiver under FRA's domestic preference requirements?	No

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V. Project Eligibility Criteria 6
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II. Project Summary

The Doña Ana County Railroad Crossing Elimination Plan (the Plan) is a comprehensive, county-wide safety and mobility initiative evaluating 64 railroad crossings along the Burlington Northern Santa Fe (BNSF) El Paso Subdivision in Doña Ana County, New Mexico. Doña Ana County (the County), in partnership with BNSF Railway, requests $3,600,000 through the FY 2025–2026 Railroad Crossing Elimination (Crossing Safety) Program to advance Project Planning activities that address longstanding safety, mobility, and freight operational challenges throughout the corridor. The corridor experiences recurring blocked crossings, congestion, emergency response delays, multimodal conflicts, and documented collision and trespassing incidents associated with high freight train volumes and continued regional growth. The Plan will conduct detailed alternatives analysis and 10% conceptual engineering for five priority crossings; detailed safety evaluations for seven crossings; pedestrian and school-area safety evaluations; corridor-wide screening of 43 crossings; and a siding extension analysis focused on reducing occupied crossing duration. The resulting implementation framework will identify candidate grade separations, crossing closures, and targeted operational and safety improvements that improve mobility, reduce risk exposure, strengthen freight reliability, and position the County and its partners for future Project Development, Final Design, and Construction funding opportunities.

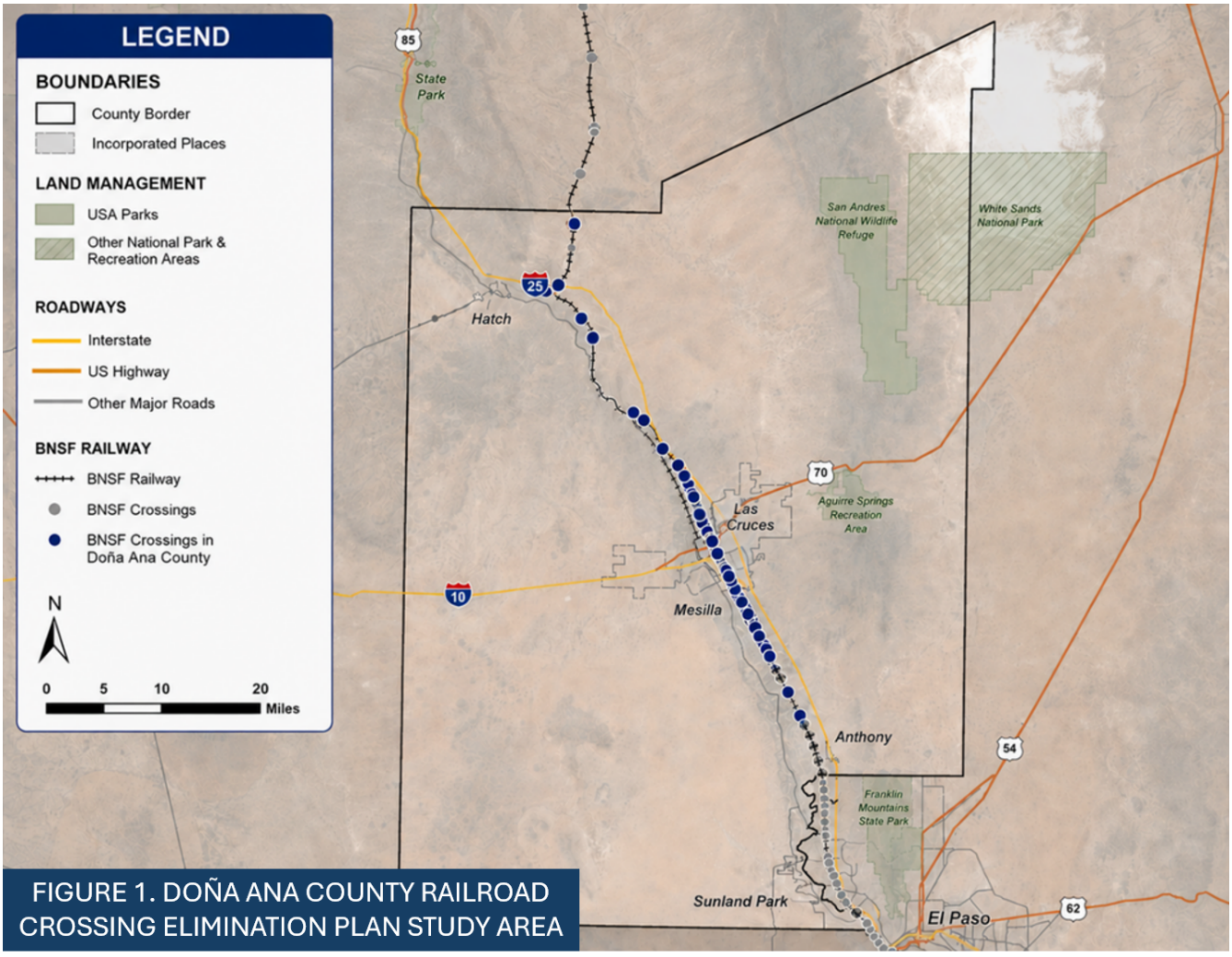


FIGURE 1. DOÑA ANA COUNTY RAILROAD CROSSING ELIMINATION PLAN STUDY AREA

III. Grant Funds, Sources and Uses of Project Funds

Project Budget Overview: The total cost of the Plan is $4,500,000. The County requests $3,600,000 (80%) in Crossing Safety Program funds, supported by a $900,000 (20%) non-Federal match. All requested funds support the Project Planning Lifecycle Stage and the full scope of corridor planning activities, including data collection and field assessments, alternatives development and conceptual engineering at five priority crossings, safety evaluations, pedestrian and school-area reviews, corridor-wide screening, siding extension analysis, stakeholder engagement, and preparation of a prioritized implementation framework.

Requested funds will be expended over the 18-month planning period in year-of-expenditure dollars, consistent with the project schedule. No advance payments are anticipated; expenditures will be incurred on a reimbursable basis in accordance with standard FRA grant agreement terms.

Table I summarizes the project funding overview, including Federal and non-Federal funding by lifecycle stage and project component.

Project Component/Task	Crossing Safety Federal	Other Federal	Applicant Cost Share	Other Federal Cost Share	Total
Freight Ops & Siding Study	$440,000	$0	$110,000	$0	$550,000
Public & Stakeholder Engagement	$280,000	$0	$70,000	$0	$350,000
Comprehensive Safety (6 Rural / 1 Urban)	$560,000	$0	$140,000	$0	$700,000
43 Reviews (36 Rural / 7 Urban)	$336,000	$0	$84,000	$0	$420,000
School Assessments (3 Rural / 6 Urban)	$64,000	$0	$16,000	$0	$80,000
Emergency Routing & Hazard Mitigation	$320,000	$0	$80,000	$0	$400,000
Alternatives: Conceptual Eng (~10%) (5 Urban)	$1,000,000	$0	$250,000	$0	$1,250,000
Environmental Screening	$400,000	$0	$100,000	$0	$500,000
Final Plan & Phasing	$200,000	$0	$50,000	$0	$250,000
Total	**$3,600,000**	**$0**	**$900,000**	**$0**	**$4,500,000**

Funding Sources: The 20% non-Federal match consists of new, unencumbered cash contributions from two committed project partners. Doña Ana County will contribute 10% of the total project cost ($450,000), and BNSF Railway will contribute 10% ($450,000). All non-Federal funds are new, unencumbered cash contributions that comply with 2 CFR Part 200. Each partner's financial commitment is documented through a signed funding commitment letter or resolution included with this application. All non-Federal match funds are available and will not require any additional action upon award.

Financial Strategy, Dependencies, and Constraints: No other Federal funds will be used to satisfy the non-Federal match requirement, and no prior Preliminary Engineering expenditures are included as cost share. This request supports a new, county-wide planning project. The County does not intend to seek any other Federal funding for this effort, and no additional Federal funding sources are anticipated for the planning phase.

The budget is consistent across all application materials, including the SF-424, project narrative, FRA Project Funding Table, statement of work, and partner commitment letters. The County does not anticipate any obligation or expenditure deadlines beyond the standard Crossing Safety grant period. The project has no financing dependencies on other Federal or non-Federal sources, no pending awards that affect sequencing, and no statutory requirements that would constrain the period of performance. No financing mechanisms, such as loans or short-term borrowing, are anticipated; all project funds will be drawn from committed sources as costs are incurred.

IV. Applicant Eligibility Criteria

Doña Ana County is a legal unit of local government organized under New Mexico Statutes Annotated § 4-7-1 et seq. and an eligible applicant under 49 U.S.C. § 22909 and Section 3(a)(iv) of the Crossing Safety Program NOFO, which identifies units of local government as eligible applicants. As a political subdivision of the State of New Mexico, organized pursuant to the New Mexico Constitution and County Code, the County has statutory authority to enter into intergovernmental agreements, accept and administer Federal grants, and plan and implement transportation and safety projects within its jurisdiction.

The County is governed by a five-member Board of County Commissioners, which is authorized to execute grant agreements and commit local funding. The County has prior experience administering Federal transportation funding, maintains fiscal management systems compliant with 2 CFR Part 200, and employs staff with expertise in grant administration, procurement, and project management. The County conducts procurements in accordance with 2 CFR Part 200, Subpart D, and maintains internal controls, accounting systems, and audit procedures consistent with Federal financial assistance requirements. Its registration in the System for Award Management (SAM) is current, and the County has not been debarred or suspended from participation in Federal programs and has no unresolved findings from prior Federal awards.

The County will serve as the lead applicant and grant recipient for this planning effort in partnership with the City of Las Cruces, NMDOT, and BNSF Railway. Each partner's roles, responsibilities, and financial contributions are documented in commitment letters submitted with this application. The City of Las Cruces will participate in planning activities for crossings within its municipal boundaries. NMDOT will provide statewide planning coordination and technical review to support consistency with the New Mexico State Rail Plan and State Freight Plan. BNSF Railway will contribute $450,000 in non-Federal match, along with operational data, field access, and technical input on railroad operations and infrastructure. Doña Ana County will contribute $450,000 in non-Federal match, bringing the total non-Federal match to $900,000.

V. Project Eligibility Criteria

The Plan is an eligible project under NOFO Section 3.d.vi as a planning, environmental review, and design initiative focused on highway–rail grade crossing improvements along the BNSF El Paso Subdivision. The Plan advances planning activities that directly support future projects eligible under NOFO Sections 3(d)(i) through 3(d)(v), including grade separations, crossing closures, track relocations, installation of protective devices and signals, and corridor-wide safety and mobility improvements. No physical construction activities are included in this application.

This project is submitted under the Project Planning Lifecycle Stage, consistent with FRA's Capital Projects Guidance. The Project Planning Lifecycle Stage encompasses definition of purpose and need, development and screening of alternatives, conceptual engineering, order-of-magnitude cost estimating, screening-level environmental and right-of-way analysis, and stakeholder engagement, all of which are included in the Plan's scope of work. Completion of Project Planning activities will position priority crossings to advance into the Project Development, Final Design, and Construction lifecycle stages in future funding cycles.

The project is submitted as a Planning project, as defined under 49 U.S.C. § 22909(d)(6) and NOFO Section 3(c)(iii), and qualifies for the Planning project set-aside. The total Federal funding request of $3,600,000 is consistent with the NOFO award requirements for planning projects.

The Plan evaluates 64 highway-rail crossings along the BNSF El Paso Subdivision, with segments serving urban, suburban, and rural communities throughout Doña Ana County. These crossings carry both local and regional traffic and are vital to daily access to employment centers, health care, schools, and commercial

areas. Several crossings also serve as critical emergency response routes where blocked crossings have caused documented detours and response delays. The Plan's focus on a comprehensive corridor-wide assessment, detailed alternatives analysis at five priority locations, and structured safety reviews across the remaining crossings aligns directly with the Crossing Safety Program's objectives to reduce incidents, improve safety, and enhance mobility for people and goods throughout the corridor.

VI. Detailed Project Description

Doña Ana County lies at the center of a critical regional freight and mobility corridor where high-volume rail operations intersect with growing communities, schools, emergency services, and major economic activity along the BNSF El Paso Subdivision. This corridor serves as a vital north-south freight link connecting El Paso, Texas, to Albuquerque, New Mexico, and national freight markets across the western United States. The corridor's 64 highway-rail grade crossings connect residents to jobs, schools, health care, and regional commerce. Still, recurring train blockages and limited alternate routes create safety, mobility, and emergency response challenges throughout the County. BNSF operates approximately six (6) trains per day along this segment, with long freight trains frequently contributing to extended occupied crossing events that disrupt east-west mobility, emergency response operations, school circulation, freight access, and local business activity.

Several crossings serve as critical connections to Memorial Medical Center, MountainView Regional Medical Center, New Mexico State University, Las Cruces Public Schools, employment centers, and commercial districts. Pedestrians, bicyclists, transit users, schoolchildren, and individuals with limited mobility are particularly vulnerable at crossings with incomplete pedestrian infrastructure, multimodal conflicts, limited sight distance, and recurring train activity.

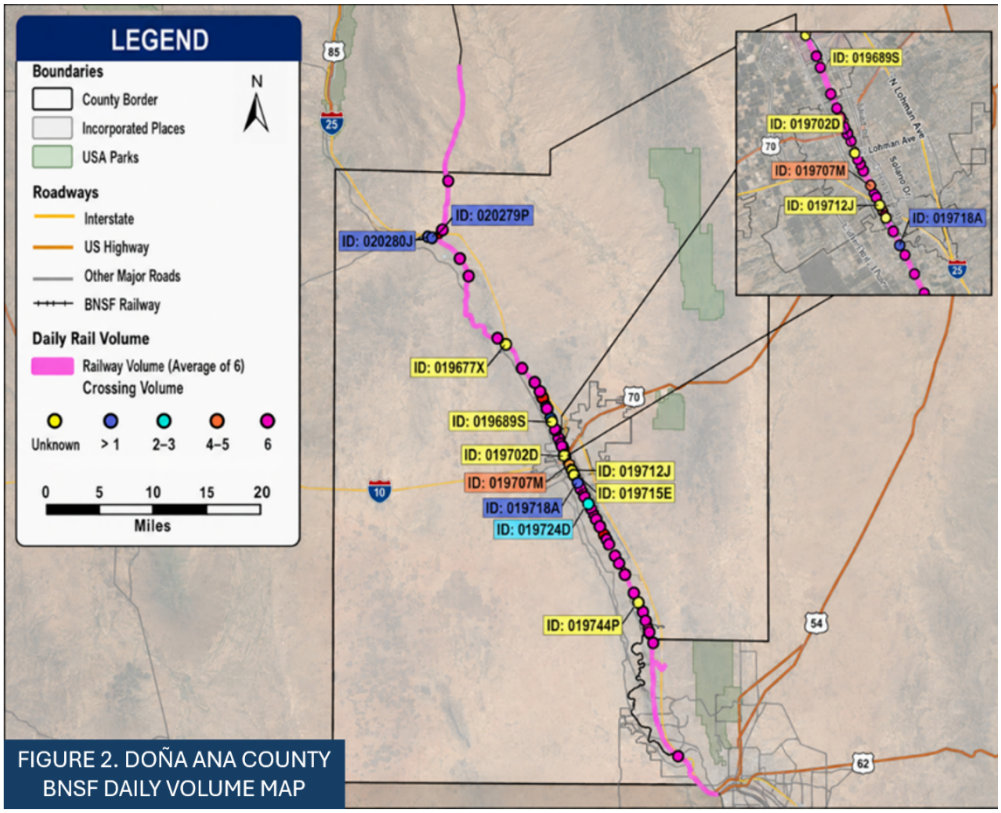


FIGURE 2. DOÑA ANA COUNTY BNSF DAILY VOLUME MAP

The Plan will evaluate all 64 crossings using a transparent, data-driven prioritization framework that considers safety, operations, multimodal accessibility, emergency response, freight movement, implementation feasibility, environmental constraints, and community connectivity. The evaluation factors illustrated in the infographic and the mapped corridor analysis will guide the identification of near-term operational improvements, medium-term safety enhancements, and longer-term grade-separation or crossing-closure opportunities.



Scope of Study: The study will include: (1) detailed alternatives analysis and 10% conceptual engineering for five priority crossings; (2) comprehensive safety evaluations for seven crossings with elevated operational or incident concerns; (3) pedestrian and school-area safety evaluations for nine school-adjacent crossings; (4) high-level safety reviews for the remaining crossings; and (5) a freight operations and siding extension study focused on reducing occupied crossing frequency and duration.

As a Project Planning Lifecycle Stage effort, the Plan will advance candidate projects toward future Project Development, Final Design, and Construction by preparing purpose and need statements, alternatives screening, conceptual layouts, operational analyses, environmental screening, right-of-way assessments, and stakeholder engagement documentation. No physical construction or crossing elimination will occur during this phase

VI.I Statement of Work

The Plan is organized into five work components, each calibrated to the safety, operational, and community context of the crossings being evaluated. Together, these components create a comprehensive, corridor-wide planning framework that advances the highest-priority locations toward future capital investment while establishing a defensible prioritization structure for the remaining crossings.

Work Component 1: Priority Crossing Alternatives Analysis and Conceptual Engineering

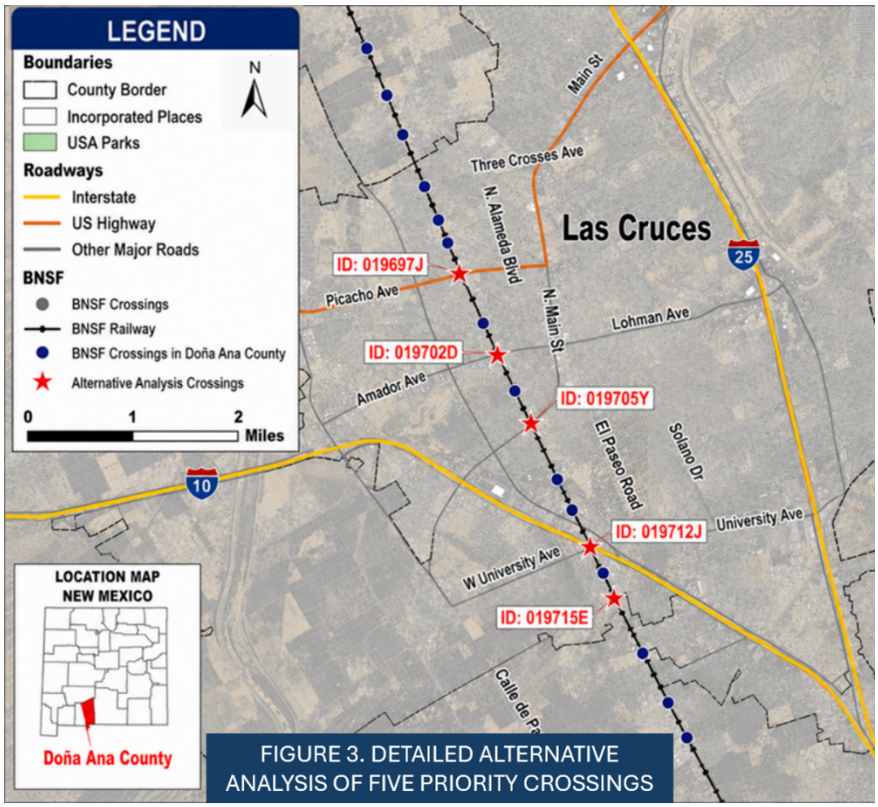


FIGURE 3. DETAILED ALTERNATIVE ANALYSIS OF FIVE PRIORITY CROSSINGS

At the core of the Plan is the detailed development of alternatives and 10% conceptual engineering for five high-risk crossings in the City of Las Cruces, selected for collision history, high volumes, emergency routing, and blockage frequency. For each site, the Plan will develop a purpose and need statement, an existing conditions inventory (geometry, traffic/train volumes, sight distance, utilities), and a range of alternatives (grade separations, closures, geometric changes, multimodal upgrades). Preferred alternatives will be advanced to 10% conceptual design with plan-view layouts, preliminary structural/drainage concepts, order-of-magnitude cost estimates, ROW/environmental screening, and community coordination. *Deliverable:* A conceptual engineering report for each of the five priority crossings, including an alternatives screening matrix, 10% plans, cost estimates, and prioritization frameworks to support future Project Development.

- **Picacho Avenue (019697J)** – Principal arterial and key east-west connector. The Plan will evaluate grade separation alternatives (bridge/embankment), roadway reconfigurations, horizontal/vertical alignments, and constructability to minimize impacts on utilities, drainage, and adjacent properties.
- **Amador Street (019702D)** – Critical downtown emergency route and commercial corridor near historic Mesilla Plaza. As the corridor's highest-casualty location, it recorded one vehicle-train fatality (June 2025, FRA ID SW0625204) and two trespassing fatalities. Analysis will focus on context-sensitive grade separations, access management, and pedestrian/bicycle improvements while maintaining historic character per Section 106 requirements.
- **Avenida de Mesilla/Valley Drive (019705Y)** – Mixed-use connector serving residential, commercial, and heritage tourism zones. High turning volumes and community character require a feasibility analysis of grade separation, roadway geometry evaluations, and contextual multimodal treatments.
- **University Avenue (019712J)** – Major arterial serving New Mexico State University (NMSU) and Memorial Medical Center. Analysis will develop grade separations, ADA-accessible crossing treatments, and transit/pedestrian/bicycle enhancements to prioritize safety and emergency access.

- **West Union Avenue (019715E)** – Southern Las Cruces' principal arterial, carrying 3,268 AADT, with limited detour routes. It has the corridor's highest FRA GXAPS-predicted accident rate (0.10842 collisions/year) and recorded a gate-circumvention collision in April 2024. The analysis will evaluate the feasibility of crossing closures, grade separations, and geometric improvements to eliminate recurring rail blockages.

Work Component 2: Comprehensive Safety Evaluations

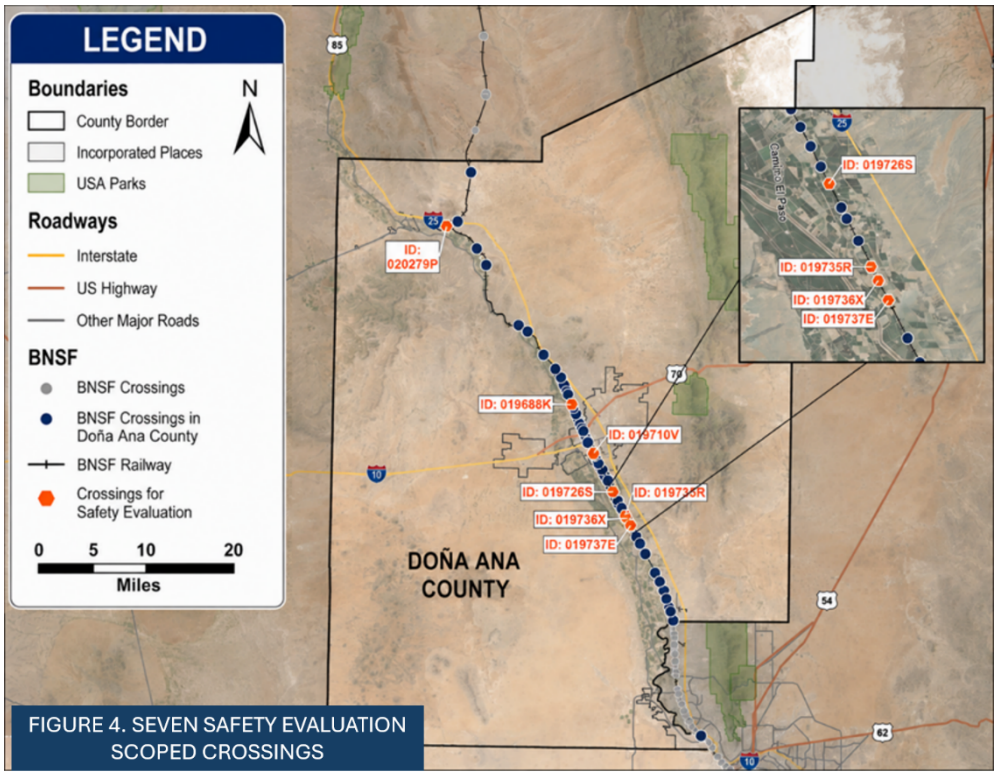


FIGURE 4. SEVEN SAFETY EVALUATION SCOPED CROSSINGS

Seven crossings with elevated incident risk, geometric deficiencies, or complex operations will receive comprehensive safety evaluations based on queuing, sight distance, warning device performance, and proximity to critical facilities. Each evaluation will include a five-year FRA incident data review (2021–2025), a geometric and signage field assessment, traffic queuing/delay analyses, multimodal audits, and documentation of train speeds/occupancy durations to develop prioritized warning device, geometric, or closure recommendations.

Deliverable: A safety evaluation report for each of the seven crossings documenting existing conditions, safety data analysis, and prioritized upgrade recommendations.

Work Component 3: Corridor-Wide Structured Safety Reviews

Forty-three crossings will undergo high-level safety reviews using a standardized assessment framework to ensure consistent corridor coverage. Reviews include a desktop inventory and incident data audit, field reconnaissance (warning devices, markings, signage, sight lines), and a compliance check against MUTCD and FHWA guidance. Each crossing will be screened against the Plan's 12-factor framework and assigned to one of three categories: near-term safety improvement, candidate for future detailed study, or no significant deficiency. *Deliverable:* A corridor screening report documenting findings for all 43 crossings with a prioritization matrix to support phased implementation.

Work Component 4: Freight Operations and Siding Extension Analysis

Focused on reducing occupied crossing frequency and duration along the BNSF El Paso Subdivision, where long trains exceed sidings and cause prolonged traffic and emergency disruptions. Conducted in coordination with BNSF operating and engineering staff, the analysis will model existing siding capacities, train meet/pass patterns, mainline stopping habits, and historical blockage data. It will identify siding extension or new siding opportunities to mitigate constraints and handle projected freight growth. *Deliverable:* A freight operations

and siding extension report detailing operational patterns, siding capacity, and prioritized infrastructure or operational recommendations to reduce crossing blockages.

Work Component 5: School-Area Pedestrian and Bicycle Safety Evaluations

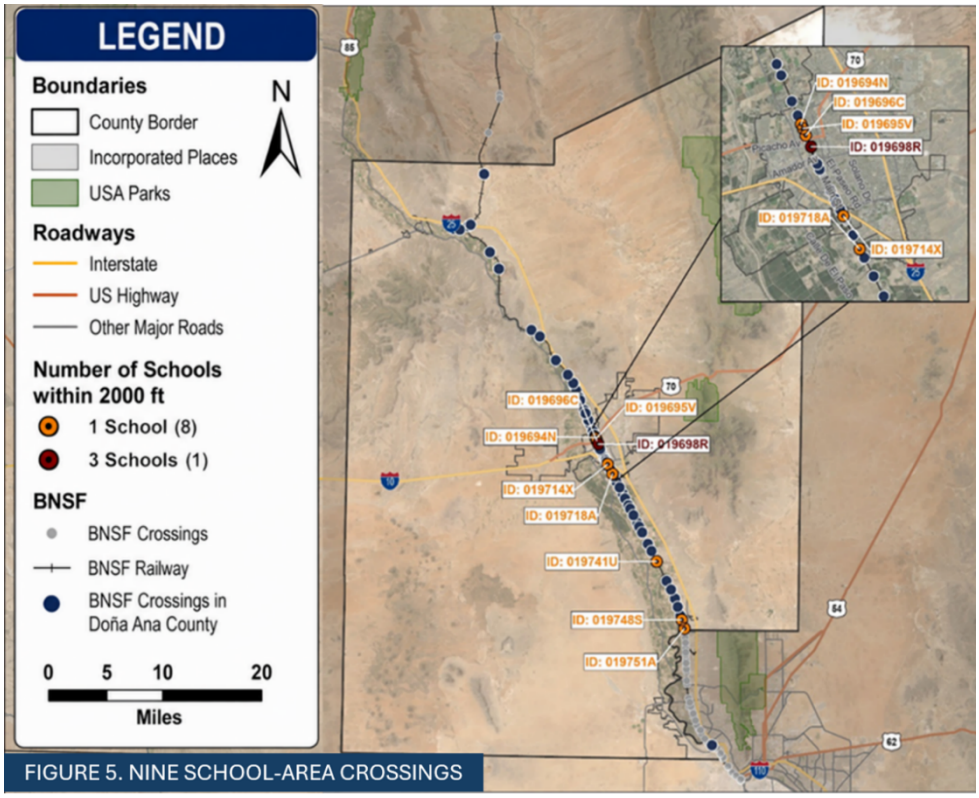


FIGURE 5. NINE SCHOOL-AREA CROSSINGS

Nine crossings within 2,000 feet of school facilities will receive dedicated safety evaluations targeting risks from student travel patterns, school bus routes, and peak-hour train conflicts. Evaluations will assess sidewalk continuity, ADA compliance, lighting, fencing, bus circulation, and student crossing behaviors, in coordination with school districts and emergency responders. Recommendations will cover upgraded pedestrian gates, fencing, sidewalk infill, and targeted closures.

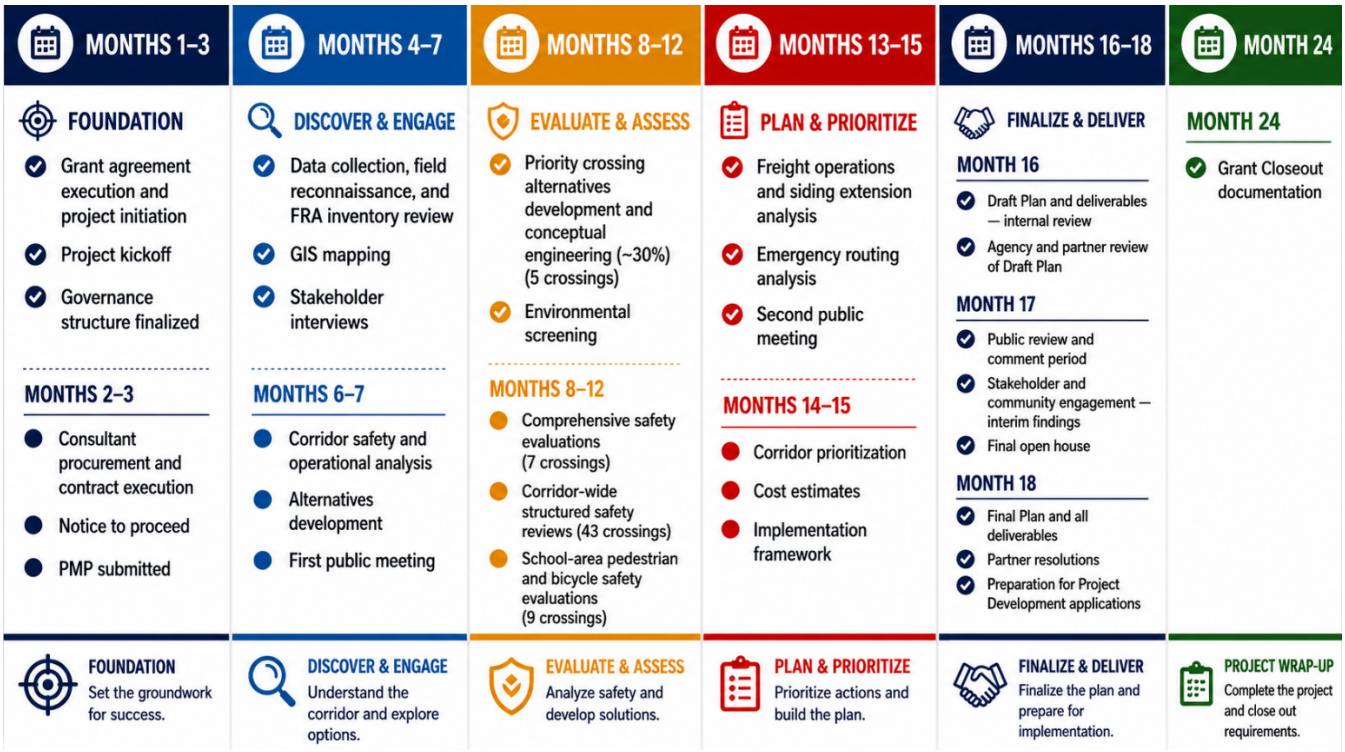
Deliverable: A school-area safety evaluation report identifying deficiencies and prioritizing improvements for pedestrian, bicycle, and school bus safety.

Project Management and Public Involvement Framework: This framework ensures meaningful stakeholder participation. The County will coordinate with the City of Las Cruces, NMDOT, BNSF Railway, emergency responders, businesses, and neighborhoods through open houses, targeted meetings, and online engagement. Community feedback will inform alternatives, safety priorities, and preferred concepts, while emergency responder input will directly shape routing analyses and grade-separation feasibility.

Plan Development and Implementation Strategy: The final Plan will consolidate all crossing assessments into a prioritized list of crossings recommended for elimination, consolidation, grade separation, or targeted improvements. These recommendations will be phased into near-, mid-, and long-term schedules based on safety priority, cost, feasibility, and community impact. The Plan will also identify potential funding pathways and bundling strategies for future Federal grant applications. Each priority crossing will be assigned a defined path forward outlining its anticipated NEPA class of action, permitting needs, right-of-way considerations, and coordination milestones.

Benefits to Users and the Regional Economy: Primary beneficiaries include roadway users, freight operators, local communities, and emergency responders. Motorists will experience fewer delays and more reliable travel times, while emergency providers will gain predictable routing and reduced response delays caused by occupied crossings. Communities will benefit from targeted pedestrian and bicycle improvements that reduce trespassing risks, particularly at school-area crossings. Additionally, freight shippers and businesses will benefit from more reliable and efficient rail operations, which lower delays, improve logistics performance, and strengthen the overall economic competitiveness of Doña Ana County.

Milestones and Deliverables:



Performance, Accountability, and Readiness: Performance measures guiding project success and implementation progress will track the number of crossings advanced into Project Development, estimated reductions in collision risk, reductions in vehicle delay at priority locations, improvements in emergency response routing, and pedestrian and school-area safety enhancements. The Plan will also track progress toward securing subsequent funding for advanced design and construction to demonstrate Federal investment value and maintain local accountability. This comprehensive, multi-layered approach meets Federal expectations for corridor-scale safety planning by providing a structured methodology, addressing diverse community needs, and delivering actionable concepts. By combining 10% conceptual engineering at five high-priority locations with broader corridor analysis, the County and its partners will establish a data-driven, locally supported pipeline of capital projects. The resulting strategic foundation will strengthen the County's readiness for future funding cycles of the Crossing Safety Program and other Federal opportunities, accelerating the transformation of this high-risk corridor into a safer, more reliable transportation system for all users.

VI.II Environmental Information, if applicable

As a Project Planning Lifecycle Stage effort, proposed activities are limited to planning, analysis, alternatives development, and conceptual engineering. Because no physical construction, ground disturbance, or right-of-way acquisition will occur under this award, no environmental permits or construction authorizations are required for the Plan itself, and the NEPA process has not yet been initiated. However, a central deliverable is a screening-level environmental and right-of-way evaluation for all 64 crossings, with detailed analysis at the five priority sites, to support efficient advancement into formal NEPA review during future Project Development stages.

The environmental screening process will include preliminary desktop and database identification of floodplains and drainage constraints (FEMA FIRM mapping); wetlands and waters of the U.S. (National

Wetlands Inventory); hazardous materials and brownfields; and sensitive biological resources and protected species habitat (USFWS IPaC and NMDGF coordination). It will also evaluate utility conflicts, right-of-way ownership, existing easements, tribal consultation triggers under Section 106 and E.O. 13175, and cultural resources—including Section 106 triggers under the National Historic Preservation Act (NHPA) near the Mesilla and Downtown Las Cruces Historic Districts.

Based on the anticipated improvements, the following future NEPA documentation levels are expected: (1) Crossing closures, signal upgrades, warning device improvements, and minor geometry will utilize a Categorical Exclusion (CE) under 23 CFR Part 771 or FRA's programmatic CE framework; (2) Grade separations at priority crossings will likely require an Environmental Assessment (EA) due to physical footprint and right-of-way needs, though an Environmental Impact Statement (EIS) is considered unlikely.

State and local requirements will also be mapped. Federal-nexus projects in New Mexico may require coordination with NMED, SHPO, and NMDGF. Crossings within or adjacent to the Rio Grande corridor may require coordination with the U.S. Army Corps of Engineers (USACE) and the International Boundary and Water Commission (IBWC) for floodplain and drainage impacts.

Ultimately, the Plan will produce a permitting roadmap for each priority crossing that identifies: anticipated Federal, State, Tribal, and local approvals; the likely NEPA documentation level and schedule; required agency consultations (Section 106, Section 7 ESA, Tribal); and key environmental constraints affecting alternative selection. This roadmap will reduce regulatory uncertainty for future capital applications and support accurate lifecycle cost and schedule estimation.

VI.III Grade Crossing Information

Grade Crossing Inventory and Classifications: The Plan addresses 64 highway-rail grade crossings along approximately 78 miles of the BNSF El Paso Subdivision in Doña Ana County, New Mexico. All crossings are owned and operated by BNSF Railway. The complete inventory—including USDOT numbers, proposed improvement types, owner/operator data, and precise coordinates—is provided in the attached FRA Grade Crossing Table Excel file. Crossings span from the northernmost location (#019580B) at County Road E075 (32.76152, -107.03007; MP 1072.614) to the southernmost (#019790R) at Doniphan Drive (31.80750, -106.54853; MP 1150.528), encompassing urban, suburban, and rural contexts ranging from principal arterials to active transportation pathways.

Proposed improvement types are categorized per FRA guidance: (1) **Grade separated:** Five priority crossings designated for conceptual grade separation evaluations, including Picacho Avenue (#019697J), Amador Street (#019702D), Avenida de Mesilla/Valley Drive (#019705Y), University Avenue (#019712J), and West Union Avenue (#019715E); (2) **Improved:** Crossings identified through safety evaluations, school-area reviews, or corridor screening as candidates for warning device upgrades, geometric improvements, signal modifications, or pedestrian enhancements; (3) **Closed:** Crossings identified through the prioritization framework as candidates for closure or consolidation where alternative access exists; and (4) **No change proposed at this stage:** Crossings receiving structured reviews where no significant deficiency is identified and no near-term improvement is warranted.

VI.III.I Safety Benefit Data

Doña Ana County faces significant safety challenges at highway-rail grade crossings, with documented incidents and elevated risk levels underscoring the need for improvements. In line with the New Mexico State Rail Plan's call for continued efforts to minimize collisions by upgrading passive crossings or constructing grade separations (p. 96), the following safety data and justification establish the existing risk level across the

BNSF El Paso Subdivision corridor and support prioritizing crossings for detailed study and future capital investment. Safety data is drawn from the FRA Crossing Inventory and Accident/Incident Database, FRA Grade Crossing Inventory, and operational data provided by BNSF Railway—consistent with the standardized safety data sources identified in the NOFO, including GradeDec.Net, 49 CFR Part 234, safety metrics found in Appendix D of 49 CFR Part 222, and the FRA crossing incident dashboard—covering the five years January 1, 2021, through December 31, 2025. BNSF Railway has been engaged throughout the development of this Plan as a coordination and data partner, providing operational records that supplement FRA's public safety databases and inform the crossing-level analysis presented below. The Plan combines FRA safety metrics and analysis with strong, community-driven backing to identify priority crossings and develop strategies that improve safety, reduce trespassing, and advance federal and state safety objectives—advancing the creation of a sealed corridor that fosters a safer transportation system for both people and goods in southern New Mexico.

Blocked Crossing Conditions: Occupied crossings present a major safety and mobility challenge along the El Paso Subdivision corridor, directly aligning with Crossing Safety Program priorities. Because BNSF freight trains routinely exceed siding lengths, they occupy multiple at-grade crossings simultaneously, cutting off neighborhoods and delaying emergency response. Between 2021 and 2025, Doña Ana County recorded 33 occupied crossing events. The highest-frequency blockages occurred at Picacho Avenue (#019697J) in Las Cruces and County Road B-47 (#019736X) north of Mesquite (7 events each), followed by NM Highway 192 (#019737E) in Mesquite (6 events). Blockages on high-volume corridors like Picacho Avenue and NM Hwy 192 force the Las Cruces Fire and Police Departments and Doña Ana County emergency services to reroute units, increasing response times. The Plan directly addresses these bottlenecks by recommending targeted grade separations, crossing closures, and operational improvements at these high-frequency locations to reduce community isolation and restore vital corridor access.

Corridor-Wide Incident History: During the five years from January 1, 2021, through December 31, 2025, the 64 crossings along the BNSF El Paso Subdivision within Doña Ana County recorded four (4) highway-rail grade crossing incidents resulting in one (1) fatality, one (1) injury, and three (3) property damage events. These figures are sourced directly from the FRA Highway-Rail Grade Crossing Accident/Incident database for the five-year review period. In addition, the corridor experienced 14 trespassing incidents during the same period, including eight (8) fatalities—two (2) at study grade crossings (Amador Street, #019702D) and six (6) at non-crossing right-of-way locations—consistent with FRA trespasser incident data compiled for the project corridor.

Four crossings within the corridor have recorded vehicle-train collisions during the five-year review period:

Table 2. Recent Highway-Rail Grade Crossing Incidents in Doña Ana County (2021-2025)

Crossing ID - Roadway	Incident ID (Date)	Year	Driver Behavior	Severity	# of Lanes	AADT	Crossing Status
019740M - Farm Rd	SW0223201	2023	Stopped and then proceeded	Injured	1	24	Passive
019721H – Sara Lee Plant	SW0321202	2021	Stopped on crossing	Uninjured	2	NA	Active
019702D – Amador St	SW0625204	2025	Went around the gate	Fatal	5	10,417	Active
019715E – W Union Ave	SW0424203	2024	Went thru the gate	Uninjured	5	3,268	Active

Analysis of the four documented incidents reveals a recurring and dangerous behavioral pattern. In three of four cases, drivers either stopped improperly on the tracks or actively circumvented activated warning devices, including one fatal incident at Amador Street in which the driver went around an activated crossing gate. The sole passive crossing incident occurred at Farm Road (#019740M), where the driver stopped and then proceeded into the train's path. This pattern of unsafe behavior, combined with high AADT volumes and complex lane configurations at several crossings, reinforces the need for targeted, data-driven safety upgrades—including grade separation, geometric improvements, and enhanced warning systems—at the highest-risk locations. These conditions directly affect the safe and efficient travel of American families, freight operators, emergency responders, and the broader community across the corridor every day.

School-Area Safety Conditions: Nine (9) crossings evaluated under the Plan are located within approximately 2,000 feet of school facilities, creating concentrated pedestrian and bicycle safety risks during peak school arrival and dismissal periods. These crossings are adjacent to elementary schools, middle schools, and high schools within the Las Cruces urban area and experience elevated pedestrian volumes from students traveling on foot and by bicycle, school bus circulation, and parent drop-off and pick-up activity coinciding with BNSF train operations. Improving safety conditions at these crossings aligns directly with the Administration's focus on the American family and on supporting safe, efficient travel for families navigating the corridor during the school day.

FRA Trespasser Incidents (2021-2025): Rail trespassing remains a critical public safety concern in southern New Mexico. According to FRA statistics, 1,450 trespassing related casualties occurred in the United States in 2024 alone. New Mexico Operation Lifesaver has been working to raise awareness about railroad safety, particularly through the "See Tracks, Think Train!" campaign.



FATAL TRAIN-PEDESTRIAN CRASH - AMADOR STREET BNSF CROSSING (2023). CREDIT: KFOX14/CBS4.

Despite increased outreach and education efforts, rail trespassing incidents continue to occur. Within Doña Ana County, 14 FRA-reported trespassing incidents occurred along the project corridor over the last five years. Of those 14 incidents, only 3 occurred at study grade crossings, with two resulting in fatalities at Amador Street (#019702D). The other trespassing incident occurred at Farm Road (#019740M) and resulted in two injuries. The other 11 incidents occurred at non-intersection locations, with six resulting in fatalities.

These incidents emphasize not only the need for stricter safety measures and infrastructure improvements, but also the importance of closely linking engineering solutions with ongoing education and outreach efforts.

These approaches should be integrated and implemented together through a data-driven, community-informed process. By combining continued public awareness initiatives with targeted, data-informed

engineering interventions, the Plan will more effectively discourage illegal trespassing, reduce fatalities and serious injuries, and enhance public safety.

The Plan will evaluate crossing closures, grade separations, and opportunities for designated pedestrian facilities to mitigate illegal trespassing fatalities and injuries. It will also evaluate opportunities to implement other data-driven safety countermeasures, including education and outreach strategies, which raise awareness, deter trespassing, and inform residents and visitors of Doña Ana County about the dangers associated with railroad tracks. The Plan aims to leverage FRA trespassing prevention programs to identify effective strategies for reducing incidents and improving overall rail safety by utilizing:

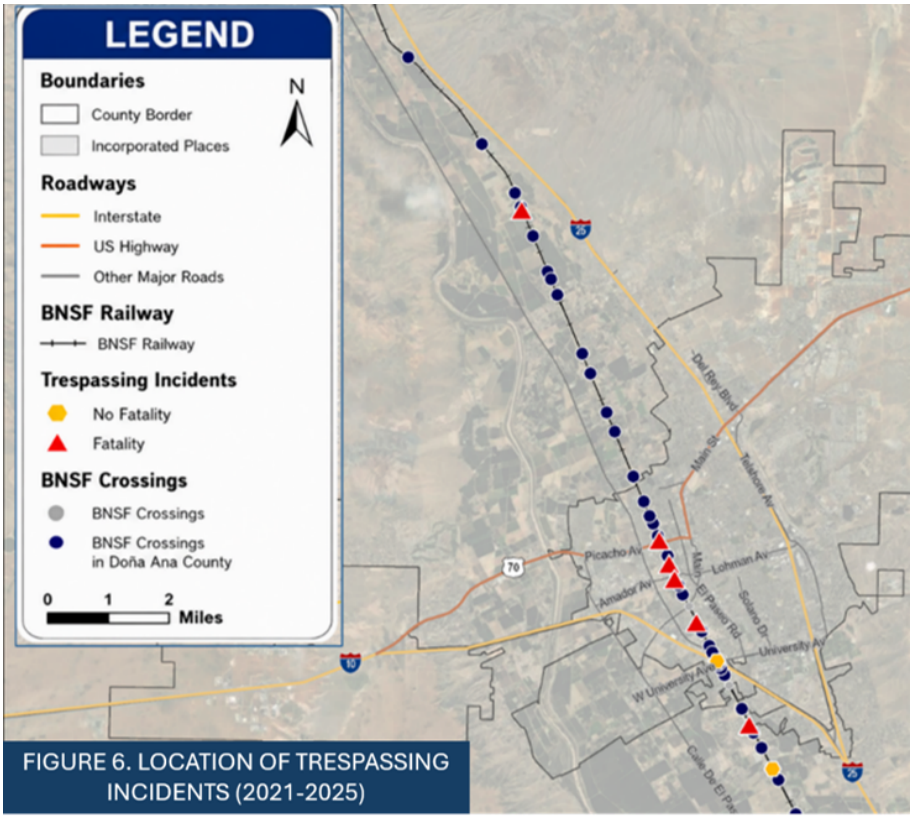


FIGURE 6. LOCATION OF TRESPASSING INCIDENTS (2021-2025)

- FRA Community Trespassing Prevention Program to create and promote programs to establish regional and community partnerships that foster the development of long-term trespassing prevention strategies.
- FRA Trespassing & Suicide Prevention Toolkit to identify and implement appropriate and effective strategies for trespassing and suicide prevention at applicable crossings to foster a rail safety culture in communities.
- FRA National Strategy to Prevent Trespassing on Railroad Property (2018), which includes four strategic focus areas (1. Data Gathering and Analysis, 2. Community Site Visits, 3. Funding, and 4. Partnerships with Stakeholders) to create targeted strategies, local partnerships, and funding initiatives to foster rail safety awareness.

FRA Accident Prediction System: The FRA Highway-Rail Grade Crossing Accident Prediction System (GXAPS) was applied to all 64 study crossings to quantify relative risk and support prioritization. The corridor-wide predicted average accident rate is 0.32 collisions per year. GXAPS identifies crossings with comparatively elevated predicted risk, including W Union Avenue (#019715E), Farm Road (#019740M), and Highway 80/85 (#019710V). GXAPS provides a standardized, federally recognized methodology for ranking crossings by predicted crash risk and supports objective identification of locations warranting treatment. These results directly inform prioritization of safety countermeasures, including active warning device upgrades, geometric or operational improvements, and crossing closures where justified, to maximize risk reduction at the highest-priority locations.

Table 3. Top 10 Highest Predicted Accident Rates

Predicted Accident Rank	Crossing ID	Average Predicted Accidents	Historical Average Predicted Accidents	Total Trains	Timetable Speed	AADT	RR Code	Street
1	019715E	0.10842	0.05645	5	49	3268	BNSF	W Union Ave
2	019740M	0.102532	0.024112	5	49	24	BNSF	Farm Rd
3	019710V	0.005274	0.032124	5	49	13825	BNSF	HWY 80 85
4	019705Y	0.004926	0.02731	5	49	10689	BNSF	Ave De Mesilla
5	019702D	0.004893	0.024305	5	49	10417	BNSF	Amador St
6	019707M	0.004617	0.023093	5	49	8375	BNSF	Boutz Rd
7	019697J	0.004566	0.022707	4	49	12231	BNSF	Picacho Ave
8	019712J	0.004044	0.020516	5	49	5108	BNSF	University Ave
9	019693G	0.003998	0.015836	4	49	7424	BNSF	Hoagland Rd
10	019790R	0.003968	0.030141	6	30	5297	BNSF	Doniphan Dr

FEMA National Risk Index: The Federal Emergency Management Agency (FEMA) National Risk Index identifies communities at risk for 18 natural hazards, evaluated by Expected Annual Loss, Social Vulnerability, and Community Resilience. At the county level, Doña Ana County is rated as having a Relatively Moderate overall risk of natural hazards. The BNSF El Paso Subdivision traverses 20 Census tracts in the County, each of which is rated for natural hazard risk. Of the 64 total crossings, five are located in areas of Relatively High risk and 25 in areas of Relatively Moderate risk, indicating that a significant share of the corridor's crossings are concentrated in elevated-risk areas. The Plan will explore rail crossing enhancements and identify opportunities to mitigate natural hazards, safeguard freight movement and operations, protect the County's freight-dependent economy, support a state of good repair, and advance the region's economic competitiveness by ensuring reliable, unimpeded movement of people and goods across the El Paso Subdivision.

Table 4. Doña Ana County Risk Levels

FEMA Risk Category	Doña Ana Risk Level
Expected Annual Loss	Relatively Low
Community Resilience	Very Low
Social Vulnerability	Very High
Overall	***Relatively Moderate***

Corridor-Wide Safety Strategy: The 64 crossings addressed by this Plan constitute a series of linked, consecutive at-grade crossings along the BNSF El Paso Subdivision. This configuration meets FRA's definition of a corridor-wide improvement project eligible for selection preference under the Crossing Safety Program. The documented safety conditions—four vehicle-train collisions, 14 trespassing incidents, 33 occupied crossing events, and elevated GXAPS-predicted accident rates—collectively demonstrate that isolated crossing treatments cannot adequately address the corridor's systemic risk profile. A coordinated, corridor-wide approach combining grade separations at high-priority locations with targeted upgrades to warning devices, closures of redundant crossings, and operational improvements is the most effective strategy. This approach maximizes safety, reduces the impacts of blocked crossings on families, optimizes infrastructure critical to the safe movement of people and goods, and delivers lasting economic and mobility benefits across the Subdivision.

PRIORITY CROSSING SAFETY PROFILES

FIVE HIGHEST-RISK AND MOST OPERATIONALLY COMPLEX CROSSINGS IN THE CORRIDOR

These five crossings were selected for detailed alternatives analysis and conceptual engineering. Safety and operations improvements at these locations will enhance the daily travel of families, commuters, students, emergency responders, and freight operators throughout the corridor.

1 WEST UNION AVENUE

USDOT #019715E



- One (1) vehicle-train collision occurred when a driver proceeded through an activated gate on April 24, 2024. No fatalities or injuries, property damage only.
- Principal arterial connector in southern Las Cruces
- Limited east–west alternative routing
- Recurring blocked crossing events due to BNSF freight operations

AADT	GXAPS PREDICTED ACCIDENT RATE	HISTORICAL AVERAGE	5-YEAR COLLISIONS
3,268	0.10842 collisions per year — HIGHEST IN CORRIDOR	0.05645 collisions per year	1 vehicle-train collision

Elevated predicted risk supports prioritization for grade separation analysis and conceptual engineering.

2 AMADOR STREET

USDOT #019702D



- Corridor's only vehicle-train fatality (June 2025) when a driver went around an activated gate.
- Two (2) trespassing fatalities also occurred here during the review period.
- High pedestrian volumes and limited sight distance
- Designated emergency response route

AADT	GXAPS PREDICTED ACCIDENT RATE	HISTORICAL AVERAGE	5-YEAR SAFETY EVENTS
10,417	0.004893 collisions per year — 5TH HIGHEST IN CORRIDOR	0.024305 collisions per year	1 vehicle-train fatality; 2 trespassing fatalities

Concentration of fatalities, emergency route, and pedestrian activity make this a critical priority for grade separation.

3 PICACHO AVENUE

USDOT #019697J



- Zero (0) vehicle-train collisions. Among the most operationally impacted crossings due to high train occupancy.
- Principal arterial in northern Las Cruces
- Queuing extends onto adjacent intersections during peak hours
- Impacts families, students, commuters, and deliveries

AADT	GXAPS PREDICTED ACCIDENT RATE	HISTORICAL AVERAGE	5-YEAR OCCUPIED CROSSING EVENTS
12,231 — HIGHEST IN CORRIDOR	0.004566 collisions per year — 7TH HIGHEST IN CORRIDOR	0.022707 collisions per year	7 — TIED FOR MOST IN CORRIDOR

High blockage frequency contributes to peak-hour congestion, emergency response delays, and queue spillback—supporting grade separation.

4 UNIVERSITY AVENUE

USDOT #019712J



- Zero (0) vehicle-train collisions. Serves Memorial Medical Center, New Mexico State University, and Sun Metro transit network.
- Emergency access to Memorial Medical Center affected by train occupancy
- High pedestrian, bicycle, transit, and vehicle activity

AADT	GXAPS PREDICTED ACCIDENT RATE	HISTORICAL AVERAGE	5-YEAR COLLISIONS
5,108	0.004044 collisions per year — 8TH HIGHEST IN CORRIDOR	0.020516 collisions per year	0 vehicle-train collisions

Concentration of hospital, university, and transit uses creates disproportionate multimodal exposure and emergency access vulnerability.

5 AVENIDA DE MESILLA/ VALLEY DRIVE

USDOT #019705Y



- Zero (0) vehicle-train collisions. Serves residential, commercial, and heritage tourism destinations in the Mesilla Valley.
- High turning movement volumes
- Multimodal activity increases exposure risk

AADT	GXAPS PREDICTED ACCIDENT RATE	HISTORICAL AVERAGE	5-YEAR COLLISIONS
10,689	0.004926 collisions per year — 4TH HIGHEST IN CORRIDOR	0.02731 collisions per year	0 vehicle-train collisions

Note: GXAPS predicted accident rates and AADT figures are from the corridor-wide GXAPS analysis (Table 3) and FRA Grade Crossing Inventory data.

Advancing State and Federal Safety Goals: Safety is a core priority at both the state and federal levels, and this Plan is structured to deliver measurable, data-driven improvements consistent with the New Mexico 2045 Freight Plan and the United States Department of Transportation (USDOT) Strategic Plan 2026–2030. The BNSF El Paso Subdivision "traverses several communities in the County, intersecting with numerous at-grade crossings that present safety risks" (One Valley, One Vision 2040). By focusing on high-exposure highway-rail grade crossings along the BNSF El Paso Subdivision, the Plan advances strategies that reduce vehicle and pedestrian exposure to train movements and improve overall corridor safety.

State and federal plans, including the New Mexico 2045 Freight Plan, the 2025 New Mexico State Rail Plan, and the 2020 National Freight Strategic Plan, identify improving railroad safety and security as a core priority. Recommended strategies emphasize implementing federally mandated safety systems, enhancing public safety awareness, and reducing risks at highway-rail crossings through active warning devices, crossing closures, and grade separations. The Plan will apply these strategies by identifying crossing safety deficiencies along the subdivision and evaluating improvements that support safe freight operations and reliable passenger mobility.

At the federal level, USDOT identifies safety as its highest strategic priority, emphasizing the reduction of transportation-related fatalities and serious injuries. Eliminating or upgrading at-grade crossings along the corridor directly supports these objectives by removing high-risk conflict points, reducing trespassing opportunities, and improving emergency response access, advancing the Department's Innovation Agenda through data-driven investment targeting, and delivering the Crossing Safety Program's core statutory goals under 49 U.S.C. § 22909. By combining continued public awareness initiatives with targeted, data-informed engineering interventions, the Plan will more effectively discourage illegal trespassing, reduce fatalities and serious injuries, and enhance public safety across one of New Mexico's most freight-critical rail corridors.

VI.IV Highway-Rail Grade Crossing Safety Information and Education Programs

N/A

VII. Project Location

Project Location and Geographic Boundaries: Located entirely within Doña Ana County, New Mexico, the Plan spans approximately 78 miles of the BNSF El Paso Subdivision mainline. The northern terminus is County Road E075 (USDOT #019580B, MP 1072.614; 32.76152°N, -107.03007°W) and the southern terminus is Doniphan Drive (USDOT #019790R, MP 1150.528; 31.80750°N, -106.54853°W). The Plan addresses 64 crossings serving a range of roadways from principal arterials to local rural roads. These crossings span diverse landscapes, from dense urban development in the Las Cruces metropolitan area to agricultural zones in Hatch, Mesilla, Sunland Park, Anthony, and unincorporated Doña Ana County. The entire 78-mile study corridor falls within New Mexico's 2nd Congressional District, represented by Congressman Gabe Vasquez.

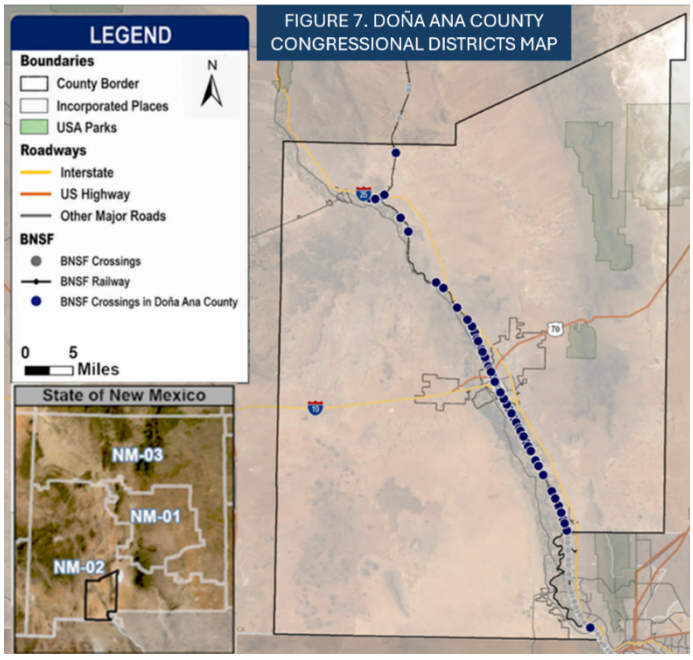


FIGURE 7. DOÑA ANA COUNTY CONGRESSIONAL DISTRICTS MAP

Geographic Distribution: To achieve a balanced, corridor-wide approach, the Plan distributes evaluation activities across both rural and urban crossings in Doña Ana County. Of the 64 study-area crossings, 45 (70.3%) are located in rural areas, and 19 (29.7%) are in urbanized areas. This work allocation aligns with the distinct operational characteristics, safety conditions, multimodal needs, and freight patterns across the corridor.

Rural vs. Urban Breakdown — BNSF Crossings (Doña Ana County)

Category	Rural	Urban
Comprehensive Safety	6	1
43 Reviews	36	7
School Assessments	3	6
Alternatives: Conceptual Eng (~10%)	—	5
Total	**45**	**19**

Grand Total: 64 crossings

Overall Split:

- **Rural: 45 of 64 → ~70.3%**
- **Urban: 19 of 64 → ~29.7%**

Rural crossings are prominently featured in corridor-wide safety reviews and comprehensive safety evaluations. In contrast, urban crossings include the majority of the school-area assessments, all five priority crossings selected for alternative analysis, and approximately 10% of conceptual engineering.

VIII. Evaluation and Selection Criteria

VIII.I Project Readiness

Doña Ana County is applying under the Project Planning Lifecycle Stage and presents a low-risk, well-defined scope with committed partners, available matching funds, and a clear organizational framework that supports immediate project initiation upon award.

NEPA Status and Environmental Readiness: As a Project Planning Lifecycle Stage effort, the Plan does not require formal NEPA review before or during grant execution. No physical construction, ground disturbance, or right-of-way acquisition will occur under this award. Instead, the Plan serves as a pre-NEPA planning instrument: its deliverables—including screening-level environmental assessments, purpose and need statements, and alternatives analyses for five priority crossings—will directly support and accelerate NEPA review during subsequent Project Development lifecycle stages.

Preliminary desktop environmental screening has been initiated for the study corridor and indicates that most routine safety improvements anticipated through the Plan would likely qualify for Categorical Exclusions under 23 CFR Part 771 or FRA's programmatic categorical exclusion framework. Grade separation concepts at the five priority crossings are expected to require Environmental Assessments. No Environmental Impact Statements are anticipated at this time. The Plan will document permitting pathways, required agency consultations, and key environmental constraints for each priority crossing, as described in Section VI.II.

Railroad and Right-of-Way Agreements: Doña Ana County has engaged BNSF Railway as a committed project partner throughout the application development process. As documented in their attached commitment letter, BNSF will contribute a $450,000 non-Federal match, provide operational data and field access, assign technical staff for coordination and review, and participate in stakeholder engagement throughout the 18-month planning period. A formal agreement between the County and BNSF, consistent with 49 U.S.C. § 22905(c)(1) governing access to and use of railroad right-of-way, is currently being finalized. It will be executed within 30 days of the grant award, before field activities begin on the BNSF property. All real property needed for field assessment, reconnaissance, and stakeholder activities is owned by BNSF Railway or lies within the public right-of-way of Doña Ana County, the City of Las Cruces, or NMDOT. No third-party property acquisition is required to complete these Project Planning Lifecycle Stage activities.

Lifecycle Stage Readiness: The project is submitted under the Project Planning Lifecycle Stage. Under FRA's Railroad Capital Projects Guidance, no preceding lifecycle-stage activities are required before initiation of Project Planning. The County is fully prepared to complete all required Project Planning activities, including purpose and need development; alternatives development and screening; conceptual

engineering to 10% at five priority crossings; order-of-magnitude cost estimation; screening-level environmental and right-of-way evaluation; stakeholder and community engagement; and development of a prioritized implementation framework. These activities are fully reflected in the statement of work, project schedule, and budget presented in Sections V.I and II of this application.

Partner Commitments and Coordination: All project partners—Doña Ana County and BNSF Railway—have confirmed their financial commitments and roles via submitted commitment letters. The non-Federal match totals $900,000, with Doña Ana County and BNSF Railway each contributing $450,000. These funds are fully committed and require no additional action upon award. The executed commitment letters define each partner's financial contribution and responsibilities, serving as the formal framework for this planning effort. The consultant team will be procured in Month 2 through a competitive, qualifications-based selection process consistent with 2 CFR Part 200, Subpart D. The County's experienced procurement staff will begin solicitation development concurrently with grant execution to support an on-schedule project start.

Project Schedule: The detailed project schedule, milestones, and activity sequencing are provided in the Statement of Work. Developed in coordination with BNSF and project partners, the schedule reflects anticipated procurement timelines, field assessments, BNSF coordination requirements, public engagement milestones, technical analyses, and plan development tasks. The Statement of Work identifies the logical progression of work elements and associated milestone deliverables throughout the project period. Key schedule risks, including procurement delays and BNSF coordination lead times, are identified in Section VIII.II risk register and paired with targeted mitigation strategies.

VIII.II Technical Merit

Appropriateness of Project Elements: The technical approach is well matched to the scale, complexity, and planning-stage character of the corridor. The tiered methodology in Section VI.1 directs the greatest analytical resources—10% conceptual engineering, full alternatives development, and detailed safety evaluations—toward crossings with the highest risk, most complex improvement concepts, and greatest community impact. Concurrently, it provides cost-effective desktop and field screening across the entire 64-crossing corridor. This structure represents corridor-level planning best practice, aligns with FRA's Railroad Capital Projects Guidance for the Project Planning Lifecycle Stage, and reflects approaches used in comparable studies funded through prior Crossing Safety Program rounds. The scope, schedule, and budget are mutually consistent and appropriate.

Technical Qualifications and Organizational Capacity: Doña Ana County has extensive experience administering Federal transportation funding and managing complex, multi-partner projects. Staff includes licensed engineers, Federal grants administrators, procurement specialists, project managers, and GIS analysts. Financial management systems are fully compliant with 2 CFR Part 200 and validated through prior Federal awards. Procurements comply with 2 CFR Part 200 Subpart D, utilizing established quality assurance, change-order management, and internal audit functions to support robust oversight and timely grant administration. The consultant team, to be competitively procured in Month 2, will provide specialized expertise in railroad engineering, BNSF operations coordination, traffic queuing modeling, structural/drainage design, environmental NEPA management, geotechnical review, cost estimation, public engagement, GIS mapping, and benefit-cost analysis.

Legal, Financial, and Technical Capacity: The County has the legal authority to execute Federal grant agreements, enter into intergovernmental partner agreements, and administer funds consistent with statutory requirements. The Board of County Commissioners is authorized to execute all associated project contracts. Non-Federal match funds totaling $900,000 are committed and available from the two funding partners; no additional fundraising, legislative action, or third-party approvals are required. Per 2 CFR 200.345, the

County retains continuing control over all project planning outputs—including the prioritization framework, conceptual engineering, safety reports, and implementation strategies—to support future capital funding applications and transportation planning decisions. No equipment or physical facilities will be acquired under this grant.

Innovation and Technology: The Plan advances the Department's Innovation Agenda by incorporating data-driven analytical tools and emerging technology applications throughout the planning process:

- GIS-based multi-criteria screening and spatial analysis will be applied across all 64 crossings to produce a consistent, transparent, and reproducible prioritization framework — moving beyond traditional case-by-case safety review toward a corridor-level data platform that can be updated as conditions change.
- Traffic simulation and queuing modeling at priority crossings will use current industry-standard software to evaluate grade-separation alternatives under existing and projected future traffic and train volumes, supporting more accurate cost-benefit comparisons and alternative screening.
- The siding extension and freight operations analysis will incorporate BNSF operational data to model the relationship among siding capacity, train meet/pass patterns, and blocked crossing frequency. This analytical approach that directly supports more efficient freight operating practices and identifies targeted infrastructure investments with corridor-wide operational benefits
- The consultant team will incorporate innovative and technology-driven methodologies as part of the planning process, including GIS-based risk modeling, drone-assisted field reconnaissance, and advanced corridor data collection and analysis tools, as appropriate. Additional technologies under consideration may include LiDAR-based corridor assessment, connected vehicle or mobile device data, predictive analytics tools, and digital visualization platforms to support safety evaluations, crossing prioritization, traffic operations analysis, and long-term corridor planning. These approaches support the Department’s emphasis on innovation, data-driven decision-making, and scalable planning methodologies that can be updated as conditions evolve.

Risk Management: A preliminary risk register has been developed for the project, identifying the following key risks and mitigation strategies:

Risk	Likelihood	Impact	Mitigation
Consultant procurement delay	Low	Mod	Initiate solicitation concurrent with grant execution; use existing on-call contracts to accelerate.
BNSF data / coordination delay	Mod	Mod	BNSF is a committed partner with data-sharing rules in agreement; early coordination starts Month 2.
Community opposition to concepts	Low-Mod	Low	Proactive public involvement starts Month 2; no construction decisions made during planning.
Environmental constraints found	Low	Low-Mod	Start screening early in work program; constraints will inform alternatives rather than block progress.
Safety evaluation data gaps	Low	Low	Use FRA inventory/incident databases for baseline; supplement with BNSF and NMDOT operational data.
Budget or scope changes	Low	Mod	Scope fully defined pre-application; establish change-management protocol in project management plan.

The County's project manager will maintain and update the risk register throughout the project lifecycle, in coordination with the consultant team and project partners.

VIII.III Project Benefits

The Plan delivers direct, measurable, and corridor-wide benefits across every dimension of FRA's Project Benefits evaluation criteria. As a Project Planning Lifecycle Stage effort, the Plan does not itself eliminate crossings or construct grade separations, but it produces the engineering analysis, alternatives evaluation, prioritization framework, and implementation strategy needed to make those capital improvements possible and fundable. The benefits described below reflect both the Plan's immediate planning outputs and the downstream capital improvements it is designed to advance.

Safety at Highway-Rail Grade Crossings: The Plan directly targets the corridor's highest-risk crossings, including locations with documented collision histories, trespassing fatalities, limited sight distance, high pedestrian exposure, and emergency routing dependencies. The five priority crossings selected for 10% conceptual engineering represent the locations where the combination of incident history, traffic volumes, multimodal activity, and improvement complexity most strongly justifies detailed investment analysis.

During the five-year period from January 1, 2021, through December 31, 2025, the corridor recorded four vehicle-train collisions resulting in one fatality and one injury. Four crossings experienced documented incidents during the review period. By advancing grade separation concepts and crossing closure alternatives at the five highest-priority locations to 10% conceptual engineering, the Plan creates capital project candidates that can move efficiently into Project Development and Final Design with future Crossing Safety Program funding. Grade separations at these locations would permanently eliminate vehicle-train conflicts at crossings that currently pose documented safety risks to motorists, pedestrians, bicyclists, transit users, and rail crews.

Grade Separation, Crossing Elimination, and Closure: The Plan is explicitly designed to advance grade separation and crossing closure outcomes. Conceptual engineering at the five priority crossings will evaluate grade separation alternatives — including bridge, embankment, and tunnel configurations — as well as crossing closure and consolidation options where alternative access makes closure feasible. The corridor-wide structured screening of 43 crossings will also identify closure candidates using the 12-factor prioritization framework, producing a County-wide closure and consolidation strategy alongside the grade separation pipeline. The Plan directly advances FRA's selection preference for projects that result in one or more grade-separated crossings and its preference for corridor-wide grade-crossing improvements. By addressing all 64 crossings in a single coordinated planning effort, the Plan provides the most resource-efficient path to identifying and advancing the highest-value grade separation and closure opportunities throughout the County.

Mobility of People and Goods: The BNSF El Paso Subdivision carries approximately six (6) trains per day through Doña Ana County, with long freight trains frequently occupying multiple at-grade crossings simultaneously. These blocked crossings disrupt east-west mobility for commuters, freight deliveries, school buses, and emergency vehicles throughout the Las Cruces metropolitan area and along rural segments of the corridor, where alternate routes are limited or nonexistent. The operational impacts are particularly significant during extended train movements, when crossing delays can affect multiple adjacent roadways simultaneously. The Plan improves mobility for both people and goods by identifying grade separation and closure solutions that would permanently eliminate crossing occupancy disruptions at the highest-impact locations; developing siding extension recommendations to reduce the frequency and duration of blocked crossing events through targeted operational and infrastructure improvements; and evaluating multimodal facility improvements at all priority crossings, including pedestrian, bicycle, transit, and ADA-accessible enhancements. The Plan will also establish a corridor-wide prioritization framework to sequence future mobility improvements for maximum network benefit.

Blocked Crossing Impacts and Emergency Service Access: Blocked crossings represent the most persistent and broadly felt mobility and safety challenge along the El Paso Subdivision corridor. A total of 33 occupied crossing events were reported in Doña Ana County via BNSF operational records. These blockage events affect emergency response operations throughout the Las Cruces metropolitan area by forcing fire, police, and emergency medical units to reroute through alternate crossings, increasing travel time uncertainty and reducing routing reliability in affected service areas.

The Plan addresses emergency service access through multiple work components. Blocked crossing frequency and duration data will be quantified through the siding extension and freight operations analysis, providing the first systematic documentation of crossing occupancy patterns across the full corridor. Emergency response routing dependencies will be evaluated at each priority crossing and documented as part of the alternatives analysis. The Plan will also develop siding extension recommendations that identify targeted investments to reduce the frequency of mainline stoppages and blocked crossings along emergency routes. In addition, the prioritization framework explicitly weights emergency response function and routing dependency as evaluation criteria, ensuring that crossings most critical to emergency access are advanced first in the implementation pipeline.

Environmental and Community Benefits: Chronic vehicle idling at occupied crossings generates localized emissions in neighborhoods, school zones, and commercial areas adjacent to the corridor. The Plan quantifies the impacts of vehicle delay and idling at the most heavily utilized crossings to identify where grade separations and operational improvements will produce the greatest emissions reductions, providing an evidence base for future capital investment decisions that incorporates climate and sustainability considerations.

The Plan also delivers environmental and community benefits by integrating climate-resilient design considerations into conceptual engineering at the five priority crossings, including stormwater management, drainage, and infrastructure longevity. The Plan will evaluate multimodal access improvements, including pedestrian, bicycle, and ADA-accessible facilities at priority crossings, to encourage lower-emission travel modes. It will also identify opportunities for noise reduction through grade-separation design consistent with community quality-of-life objectives, and reduce trespassing risk and associated community safety concerns through targeted fencing, lighting, and educational outreach recommendations. In addition, outreach materials and stakeholder engagement activities will be conducted in both English and Spanish, supporting equitable access to project information for all corridor communities.

Economic Benefits: The Plan delivers economic benefits at multiple scales:

At the corridor level, the siding extension and freight operations analysis directly support the efficiency and reliability of a nationally significant BNSF freight corridor serving interstate markets, industrial shippers, and agricultural producers throughout southern New Mexico and the broader western United States. Reducing blocked crossings and improving operational reliability translates into lower freight delay costs, better supply chain performance, and stronger competitive positioning for regional businesses and industries.

At the community level, grade separations and crossing improvements at the five priority crossings — when advanced to construction in future lifecycle stages — will reduce vehicle delay, improve access to employment centers and commercial districts, and support land use development and investment in areas currently constrained by rail-related access barriers. The University Avenue and Amador Street crossings, in particular, serve major employment and institutional destinations, where improved access has direct economic productivity implications.

At the project pipeline level, the Plan establishes a portfolio of capital improvement projects that are positioned for competitive Federal funding in future Crossing Safety Program rounds and other discretionary grant programs. Each conceptual engineering package produced by the Plan — including cost estimates, alternatives analyses, and environmental screening — represents direct, quantifiable preparation for future capital investment that reduces project development risk and accelerates future funding applications.

The Plan supports economic competitiveness consistent with E.O. 14154 (Unleashing American Energy) by improving the operational efficiency of freight rail infrastructure that serves the Nation's domestic energy, agricultural, and manufacturing sectors. The BNSF El Paso Subdivision is an active carrier of energy-sector commodities, and improvements that reduce crossing-related operational delays directly support more efficient and reliable domestic freight movement.

Alignment with FRA Selection Preferences

The Plan aligns with all applicable FRA selection preferences as follows:

- Grade-separated crossings: The Plan advances 10% conceptual engineering for grade separation alternatives at five priority crossings, directly positioning these locations for Final Design and Construction funding in subsequent Crossing Safety Program rounds
- Corridor-wide improvements: The Plan addresses all 64 crossings in a single coordinated planning effort, consistent with FRA's definition of corridor-wide grade crossing improvements
- Blocked crossing reduction: The siding extension and freight operations analysis directly targets the mechanisms driving blocked crossing events, producing recommendations to reduce both frequency and duration of crossing occupancy impacts
- American family safety and mobility: The Plan improves safety and travel reliability for residents, students, workers, and families throughout Doña Ana County who depend on at-grade crossings for daily access to schools, health care, employment, and essential services
- Freight and economic competitiveness: The Plan strengthens a nationally significant freight corridor supporting domestic supply chain movement, energy sector logistics, and regional economic activity consistent with E.O. 14154
- Innovation: The Plan's data-driven prioritization platform, GIS-based corridor screening, and freight operations modeling reflect an innovative, technology-supported approach to corridor-level planning that can serve as a replicable model for future FRA-funded planning efforts

IX. Project Implementation and Management

Doña Ana County is an experienced recipient of Federal transportation funding and is fully prepared to administer the Crossing Safety Program grant. The County's project management approach establishes clear structures for contracting, oversight, change management, risk management, and Federal reporting, reflecting its commitment to timely, efficient project delivery in compliance with all Federal requirements.

Project Management Structure: The County will designate a qualified Project Manager (PM) as the primary FRA point of contact throughout the period of performance. The PM will oversee day-to-day coordination with the consultant team, project partners, and FRA; monitor schedule and budget performance; manage partner data-sharing; oversee Federal reporting; and serve as the authorized representative for all grant matters. The City of Las Cruces, NMDOT, and BNSF will each designate a project liaison to coordinate internally, share data, conduct technical reviews, and document matches. Standing project coordination meetings among all four partners will occur regularly throughout the 18-month planning period.

Consultant Procurement and Contracting: The County will procure a qualified consultant team through a competitive, qualifications-based selection process consistent with 2 CFR Part 200, Subpart D, and New Mexico procurement law. Solicitation development will begin in Month 1, concurrent with grant agreement execution, targeting consultant selection and contract execution in Month 2 to ensure an on-schedule start. The contract will be structured as a fixed-price or cost-plus-fixed-fee professional services agreement containing a detailed scope aligned with the Plan's five work components, defined milestone schedules, and all 2 CFR Part 200 federal flow-down rules (including conflict of interest, record retention, and audit access). It will also incorporate FRA Buy America certifications, civil rights and nondiscrimination provisions, and FRA-compliant reporting and invoicing terms. Because this grant is exclusively for professional planning, engineering, and technical services, no construction, maintenance, operations contracting, equipment purchases, or real property acquisitions will occur.

Contract Oversight and Control: The County's Project Manager (PM) maintains direct contract oversight, reviewing and approving deliverables, checking monthly schedules/budgets, and verifying that consultant invoices are allowable under 2 CFR Part 200. The PM manages all project records (invoices, deliverables, minutes) in accordance with 2 CFR 200.334 retention rules and coordinates with the FRA project officer on scope or schedule changes. Finance and grants staff maintain a segregated project account for Crossing Safety Program expenditures in accordance with 2 CFR Part 200. The grants administrator reviews all reimbursement requests before FRA submission to ensure compliance.

Change-Order Management: Minor scope adjustments within the approved budget will be handled via formal contract modifications between the County and the consultant, with FRA notification. Major shifts in project scope, budget, or schedule require prior FRA approval per 2 CFR 200.308. The PM will deny any changes that jeopardize core deliverables within the performance period. Key change-order risks—primarily procurement timing and BNSF coordination—are detailed in Section VIII.II alongside targeted mitigation strategies.

Federal Reporting Conformance: The County will submit Quarterly Financial Reports (SF-425) within 30 days of each quarter's end, semi-annual progress reports, and a final performance report within 90 days of closeout via FRA's grant management system. Subrecipient monitoring reports will be filed if applicable per 2 CFR 200.332. Backed by established internal controls, the County will maintain an active registration in the System for Award Management (SAM) in accordance with 2 CFR 200.211.

Applicant Qualifications — 2 CFR 200.206(b): To support FRA's pre-award risk assessment, the County verifies the following capacities:

- *Financial management systems:* Fully compliant with 2 CFR 200.302, featuring segregated fund accounting, asset safeguards, and annual independent audits under 2 CFR Part 200 Subpart F.
- *Procurement procedures:* Conducted under 2 CFR Part 200 Subpart D, ensuring full competition, conflict-of-interest checks, and cost-price analysis across all Federal-aid solicitations.
- *Prior Federal award performance:* Proven track record administering Federal transportation grants with no unresolved audit findings, disallowed costs, exclusions, or debarments.
- *Technical capacity:* Staffed by qualified engineering, grant, and management teams, supplemented by a competitively selected expert consultant team.
- *Legal authority:* Full power under New Mexico statutes and local ordinances to execute Federal grant agreements, as authorized by the Board of County Commissioners.

Post-Closeout Responsibilities: This project is focused on planning, and as such, no physical facilities,

equipment, or real property will be acquired or improved using this grant. Therefore, the post-closeout property disposition requirements outlined in 2 CFR 200.311 through 200.316 do not apply to the physical assets associated with this project. However, the County will fulfill the following post-closeout responsibilities consistent with 2 CFR 200.345 and FRA grant agreement requirements:

Retention and use of planning deliverables: All planning products produced under the grant, including the corridor prioritization framework, conceptual engineering reports for the five priority crossings, safety evaluation reports, school-area pedestrian safety evaluations, corridor screening documentation, siding extension analysis, and the final implementation strategy, will be retained by the County and made available to FRA upon request for a minimum of three years following final grant closeout, consistent with 2 CFR 200.334. The County will use these deliverables to inform future transportation planning documents, capital funding applications, and implementation decisions throughout the study corridor.

Data sharing: Safety and technology-related data produced under the grant will be shared with FRA in accordance with agreed-upon timelines and in a machine-readable format consistent with 2 CFR 200.315 and the data-sharing requirements of NOFO Section 8(c). The County will coordinate with FRA during the grant agreement negotiation process to establish specific data sharing protocols and formats.

Ongoing partner coordination: The County will maintain coordination with the City of Las Cruces, NMDOT, and BNSF following grant closeout to advance the Plan's implementation recommendations through future capital funding applications. The County anticipates submitting one or more future Crossing Safety Program applications for Project Development and Final Design funding at priority crossings identified through the Plan. It will use the planning deliverables produced under this grant as the technical foundation for those applications.

Program evaluation participation: Consistent with NOFO Section 8(b)(iv), the County will cooperate with any program evaluation undertaken by FRA or its designee, including making project records available, providing access to program documentation, and following evaluation procedures as specified by FRA.

Buy America: This is a non-capital planning effort involving no iron, steel, manufactured products, or construction materials. It is not subject to Buy America requirements under 49 U.S.C. § 22905(a) or the Build America, Buy America Act. No waiver is requested or required.

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

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

Facilities and Parks	June 23, 2026
Initiating Department	**Meeting Date**
Justin Weaver, Project Manager	4
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

AWARD CHANGE ORDER IN THE AMOUNT OF $172,802.02 TO CES CONTRACT 2026-03-R1283-ALL TO JGF BUILT FOR ELECTRIC LINE EXTENSION FOR OEM BUILDING.

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

Doña Ana County Facilities & Services began construction in the OEM Facility with the anticipated main electrical line connection being to the south-west. El Paso Electric infrastructure could not handle the facility's electrical load at the anticipated connection point. To adequately power the facility, El Paso Electric was required to redesign infrastructure routing to the south-east of our property. This route required to extend approximately 3,150 linear feet and cross two active streets. To keep properties active without disrupting service, it is required to bore under two streets and place structural sleeves.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
CES Estimate
Budget Revision & Resolution

SUMMARY OF FINANCIAL IMPACT

$172,802.02 from FY26 General Funds

ADMINISTRATIVE REVIEW AND APPROVAL

Justin Weaver, Project Manager	Created/Initiated - 6/11/2026
Justin Weaver, Project Manager	Approved - 6/16/2026
Asma Dawood, Finance Director	Approved - 6/16/2026
Michael Perez, Purchasing Manager	Approved - 6/17/2026
Stephen Lopez, Assistant County Manager	Final Approval - 6/18/2026

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County
BOCC Agenda Item Executive Summary

Meeting Date: June 23rd, 2026,

Agenda Item Title: Award Change order in the amount of $172,802.02 to CES Contract 2026-03-R1283-ALL to JGF Built to include budget revision & resolution

Type of Action: Award Change Order to CES contract # 2026-03-R1283-ALL

Fiscal Impact: $172,802.02 from FY26 General Funds

Strategic Plan Alignment: The OEM directly supports the County's Strategic Plan's number one initiative of promoting health, safety, and overall quality of life for all residents.

Overview:

Dona Ana County Facilities & Services began construction in the OEM Facility with the anticipated main electrical line connection being on the south-west. El Paso Electric infrastructure could not handle the facility's electrical load at the anticipated connection point. To adequately power the facility, El Paso Electric was required to redesign infrastructure routing to the south-east of our property. This route required to extend approximately 3,150 linear feet and cross two active streets. To keep properties active without disrupting of service it is required to bore under two streets and place structural sleeves.

Additionally, approval is requested to authorize the County Manager to provide signature authority for the execution of all related contracts, amendments, and renewals associated with the project.

What Will BOCC Action Mean:

- **Vote "YES" =** This will approve the Award Change order
- **Vote "NO" =** This will reject the Award Change order
- **Vote to "Amend" =** The BOCC will change the resolution (if the amendment is approved)
- **Vote to "Table" =** The Resolution will not proceed, and will either be schedule for a future meeting ("tabled to a date certain") or will not be heard until the BOCC takes future action to bring it back ("tabled indefinitely")

Price Proposal - Cooperative Educational Services JOC for General Construction Services 2026-03-R1283-ALL

This proposal was prepared exclusively for Cooperative Educational Services

Job Number:	DAC-019
Job Name:	DAC - OEM JACK & BORE
Contractor:	JGF Built
Date Created:	05/26/2026
Last Update:	05/26/2026
Proposal Value:	$172,802.02
Construction Procurement Catalog:	Year 2026 Quarter 2 - LAS CRUCES, NM

Summary By Division

Division	Line Total
01 General Requirements	$1,511.06
01 General Requirements	$15,552.02
33 Utilities	$155,738.94

Non-Prepriced Items

Item Name	Division	QTY	Unit Price	Factor	Line Total
Payment & Performance Bond **User Notes:** Rate: 1.5%	01 General Requirements	1.000000	$2,358.75	1.0000	$2,358.75
Dona Ana County Tax **User Notes:** Tax Rate: 8.39%	01 General Requirements	1.000000	$13,193.27	1.0000	$13,193.27

Detailed Price Proposal

Sr.#	Division	Line Item #	Mod	UOM	Description	Line Total
1	General Requirements	015623100850		Ea.	Barricades, traffic cones, PVC, 28" high 28" high **User Notes:**	$1,511.06

QTY	Unit Price	Factor	Total
60.000000	$18.90	1.3325	$1,511.06

Sr.#	Division	Line Item #	Mod	UOM	Description	Line Total
2	General Requirements	Non-Prepriced		EA	Payment & Performance Bond **User Notes:** Rate: 1.5%	$2,358.75

QTY	Unit Price	Factor	Total

					1.000000	$2,358.75	1.0000	$2,358.75	
3		Non-Prepriced	EA	Dona Ana County Tax **User Notes:** Tax Rate: 8.39%					$13,193.27
					QTY	**Unit Price**	**Factor**	**Total**	
					1.000000	$13,193.27	1.0000	$13,193.27	
4	Utilities	330507230300	L.F.	Horizontal boring, roadwork, 1/2" thick wall, 48" diameter casing, includes casing only, 100' minimum, excludes jacking pits or dewatering 48" diameter **User Notes:**					$126,423.94
					QTY	**Unit Price**	**Factor**	**Total**	
					131.784940	$719.94	1.3325	$126,423.94	
5		330507231101	Ea.	Horizontal boring, prepare jacking pits, includes mobilization and demobilization, maximum Maximum **User Notes:**					$29,315.00
					QTY	**Unit Price**	**Factor**	**Total**	
					1.000000	$22,000.00	1.3325	$29,315.00	

DOÑA ANA COUNTY
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Digital Communications	June 23, 2026
Initiating Department	**Meeting Date**
Manuel Sanchez, Commissioner, District 5, Chair	5
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

RECOGNIZE THE MAYFIELD LADY TROJANS SOFTBALL TEAM FOR ITS 5A STATE CHAMPIONSHIP

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

We recognize the Mayfield Lady Trojans Softball Team for winning State Championship

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Proclamation

SUMMARY OF FINANCIAL IMPACT

NONE

ADMINISTRATIVE REVIEW AND APPROVAL

Amanda Gomez, Division Manager, Executive Support Services — Created/Initiated - 6/16/2026

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Proclamation

Doña Ana County
State of New Mexico

WHEREAS, the Mayfield High School Girls Softball Team achieved an extraordinary milestone by capturing the 2026 New Mexico Class 5A State Championship, earning the first state title in program history; and

WHEREAS, on May 16, 2026, the Lady Trojans delivered a dominant performance, defeating Las Cruces High School by a score of 20-2 at the Lobo Softball Field in Albuquerque to secure the state crown; and

WHEREAS, the team completed a remarkable season with an outstanding 29-2 overall record, demonstrating exceptional skill, determination, teamwork, and sportsmanship throughout the year; and

WHEREAS, the Lady Trojans made headlines across New Mexico by combining for 98 home runs during the season, a remarkable achievement believed to be a new state record and a testament to the team's offensive excellence; and

WHEREAS, this championship marks the first state title won by Mayfield High School in any sport since 2014, bringing pride and excitement to students, staff, alumni, families, and the entire Las Cruces community; and

WHEREAS, the success of the Lady Trojans reflects the dedication and leadership of Head Coach Daniel Dominguez and Assistant Coaches Adam Cardenas, Willie Cuaron, Cynthia Morales, and Javier Rosales, whose commitment to developing student-athletes helped guide the team to a historic season; and

WHEREAS, the accomplishments of team members Genesis Angel, Dallas Bencomo, Elizabeth Doyle, Audrina Guillen, Anaya Langston, Ariana Lujan, Chloe Marrujo, Payton Oliver, Emilly Perez, Jayleen Ponce, Analia Puente-Cruz, Adriene Quintana, Brisa Quintana, Angelina Ramirez, Ausaundra Roberto, Dalanye Saenz, Annali Torrez, and Khloe Tovar exemplify the values of hard work, perseverance, discipline, and excellence; and

WHEREAS, the Mayfield High School Girls Softball Team has served as an inspiration to young athletes throughout Doña Ana County, demonstrating what can be achieved through dedication, teamwork, and a commitment to excellence both on and off the field;

NOW, THEREFORE, the Doña Ana Board of County Commissioners does hereby congratulate the Mayfield High School Girls Softball Team, coaches, and supporters for winning the 2026 New Mexico Class 5A State Championship.

PROUDLY PROCLAIMED this 23rd day of June, 2026.

By the Board of County Commissioners for Doña Ana County, New Mexico

_____ ___ yea ___ nay
Manuel A. Sanchez, Chair, District 5

_____ ___ yea ___ nay
Susana Chaparro, District 4

_____ ___ yea ___ nay
Gloria Gameros, Vice-Chair, District 2

_____ ___ yea nay
Christopher Schaljo-Hernandez, District 1

_____ ___ yea ___ nay
Susie Kimble, District 3

DOÑA ANA COUNTY
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Economic Development Office	June 23, 2026
Initiating Department	**Meeting Date**
Denisse Carter, Economic Development Director	6
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

FILM LAS CRUCES FY25 ANNUAL REPORT PRESENTATION

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

Film Las Cruces FY25 annual report presentation on metrics achieved for professional services contract on film economic development services.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

PowerPoint Presentation

SUMMARY OF FINANCIAL IMPACT

Allocation for the FY25 Services agreement was $95,000

ADMINISTRATIVE REVIEW AND APPROVAL

Denisse Carter, Economic Development Director	Created/Initiated - 6/10/2026
Denisse Carter, Economic Development Director	Approved - 6/10/2026
Asma Dawood, Finance Director	Approved - 6/12/2026
Scott Andrews, County Manager	Final Approval - 6/17/2026

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

FILM las CRUCES

2025 Year End Reporting

Film Las Cruces

Film Las Cruces offers streamlined liaison services for film and television productions for Las Cruces, Doña Ana County, and the City of Anthony. Our film liaisons are part of Association of Film Commissioners International

We offer:

- Permits
- Location Packages
- Location Scouts
- Crew/Vendor/Talent Database
- Assistance when productions arrive until they leave.
- Marketing to decision makers and productions to have them come here.

STAFF



Elijah Villalpando
Associate Film Liaison



Andrew Jara
Film Liaison



Erica Orrantia
Operations Coordinator

BOARD OF DIRECTORS

Jeff Steinborn (President), Pepper Gallegos (VP), Christopher Stanley (Treasurer), Denise LaFrance-Ojinaga (Secretary,) Matt Byrnes, Stephen Osborn, Lynwood Spinks, Natalie Streander, Marilyn Brindis, Christina Ballew, Jerry Prochazka

ECONOMIC IMPACT

- **Economic Impact:**
  - Worker Days: 3,655
    - Baseline: 1,000
  - Production Days: 114 (pre/post 87)
    - Baseline: 140
  - Local Spend: $10,093,980.00*
    - Baseline: $1,000,00.00
    - *State recorded our spend as $22,150,732

ECONOMIC IMPACT

NM FY 25: 6% of all film spending
20% of films made in the state

For 2026, Dona Ana County accounted for 6% of all film spending in NM in FY 25, and 20% of the total number of films made! 15 of the 76 film productions in the state, were made in Las Cruces and Dona Ana County.

The total spend of local film productions in FY 2026 was $41.5 million which had a local direct spend of $12.2 million and a total $19.5 economic impact in the County.

NM FY 26: 13% of all film spending
21% of total numbers made in the state (13/63)

Hotel Nights

2025 (Fiscal): 3,524

2026 (Fiscal): 9,068

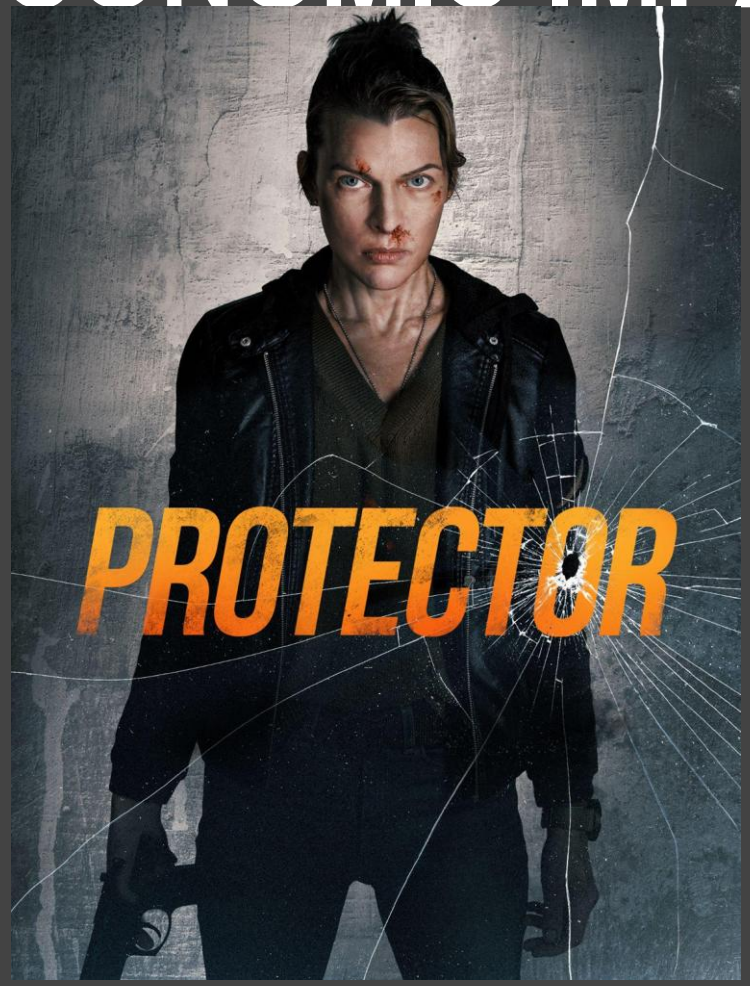
YTD 2025 at 3,524 room nights, the EEI equals $546,220.

YTD 2026 at 9,803 room night, the EEI equals $1,519,655.

In that case, these are our estimated economic impact (EEI) calculations. These numbers are based on the estimated direct spending on lodging and anticipated food and miscellaneous retail purchases. This is not a tax revenue calculation. This is the estimated monetary impact the stays may directly have on our community. These calculations are based on best industry practices.

ECONOMIC IMPACT







INQUIRIES

- **Inquiries**
  - Location Packages: 55
  - Crew Information: 68
  - Vendor Information: 66
  - In-Person Location Scouts: 47
  - 13 productions all together

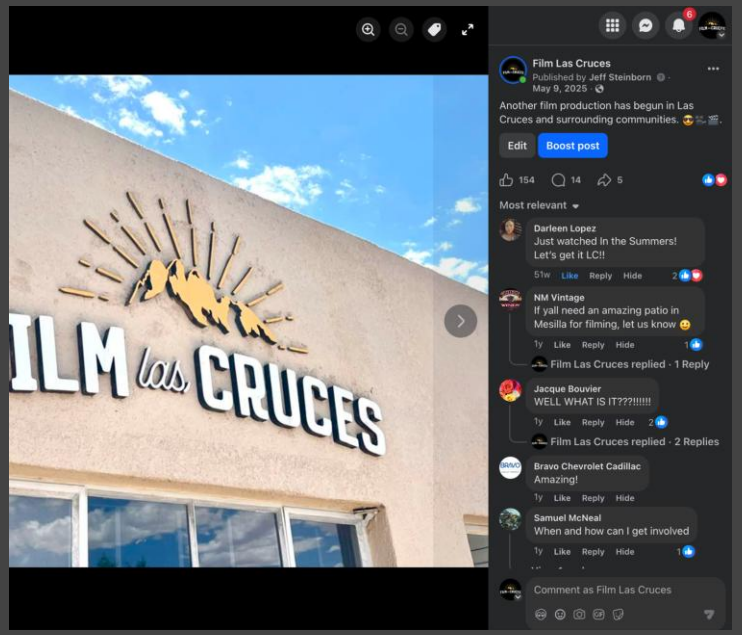


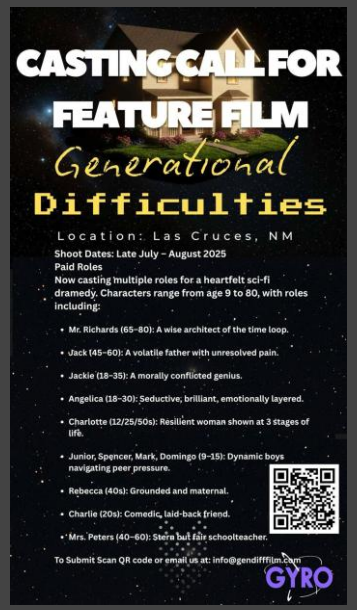
SOCIAL MEDIA

- **Social Media**
  - 179k+ People Reach
  - 176 Posts
- **Web**
  - 82k Page Views

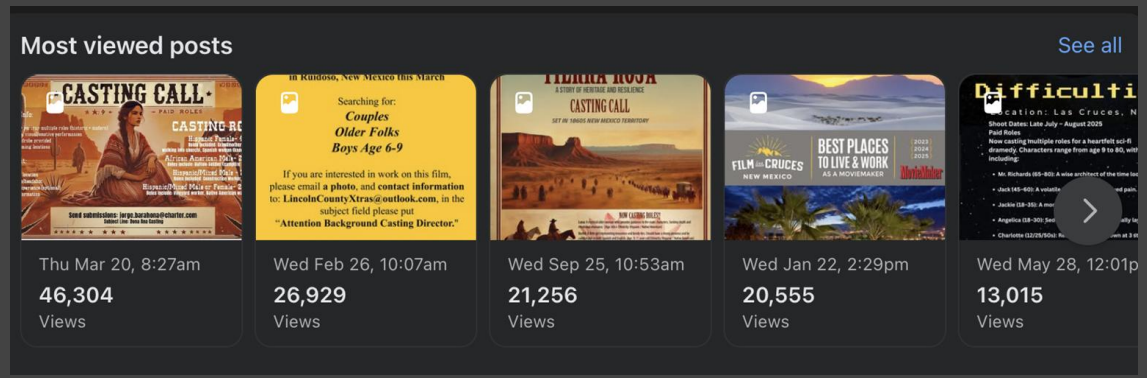


SOCIAL MEDIA









Film Permits

- Production Company Related: 38
  - Baseline: 15



LOCAL FILM WORKFORCE

- **Educational Institution Outreach**
  - Skillbridge, CMT, CMI, LCPS
  - 2025: 4 Interns
    - 1 from DAC (LCPS)
- **Verified LC Crew in Database:** 813
  - Target: 280
- **Workshops & Training**
  - Host “The Wrap - Monthly Filmmaker’s Hangout”



LOCAL FILM WORKFORCE







Interns







Events


IN OUR BLOOD
FILM las CRUCES
FILM las CRUCES
FILM las CRUCES


FILM las CRUCES



SUPPORT SERVICES

- **Film Friendly Business Program:** 200
  - Target: 121



SUPPORT SERVICES

Highlights

- **Local Production Company Tribon films made their first feature here.**
- **Gryo Studios also finished their first feature**



LOCATION ASSISTANCE

- Location Database: 1067
  - Target: 650



Marketing

- Social Media
- Ads
- Events

Marketing Ads





*Also ran on socials.

Marketing Events







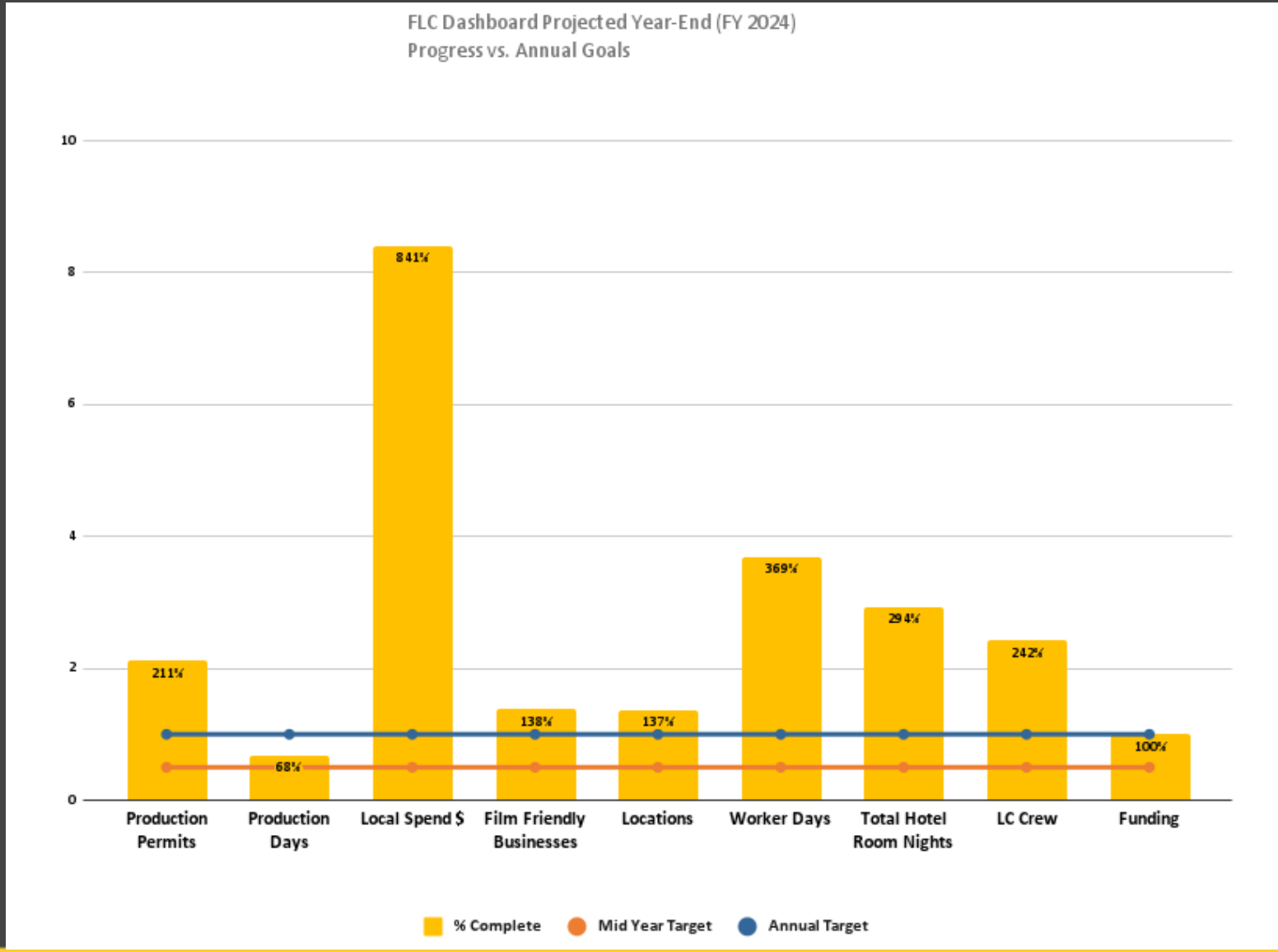
Marketing Swag





FILM LAS CRUCES DASHBOARD 2025
Progress vs. Annual Goals

88 pre/post production days



Looking ahead

Industry: Studio opening near DACC film. Help including them in our marketing.

Union Members: Working with Unions to get a list and help get more local union members hired

Crew: Making sure our databases are up to date, informing new crew about our services, and making sure we are working with productions to hire locals.

Vendors: Making sure vendors know that they can be a part of the film office.

Looking ahead

Projects to help improve:

More direct marketing with events such as produced by conference, AFM

Aggressive marketing on social media when our film is in a big festival (Cannes, Tribeca)

Reaching out to more business like EVA solutions to become part of the film and understand the requirements of the film industry.

Work with the unions (IATSE) to get more members in our area. (Creating a list)

FILM las CRUCES

Thank You!

DOÑA ANA COUNTY
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Facilities and Parks	June 23, 2026
Initiating Department	**Meeting Date**
Justin Weaver, Project Manager	7
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

THIRD JUDICIAL DISTRICT COURT & COMMUNITY CENTERS CONDITION ASSESSMENT & DEFERRED MAINTENANCE

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

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

SUMMARY OF FINANCIAL IMPACT

ADMINISTRATIVE REVIEW AND APPROVAL

Justin Weaver, Project Manager	Created/Initiated - 6/2/2026
Justin Weaver, Project Manager	Approved - 6/11/2026
Asma Dawood, Finance Director	Approved - 6/12/2026
Stephen Lopez, Assistant County Manager	Final Approval - 6/12/2026

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

DAC FCA 2025 CIP Project Summaries

Doña Ana County

Justin Weaver

June 10, 2026

026 – Third Judicial District Complex

Project No.	Code	Project Name	MACC	Project Budget
026.2001	4.06.B01.3.	Site Improvements: General	$119,393	**$152,226**
026.2002	4.06.B04.3.	Site Improvements: Retaining Walls	$66,375	**$84,629**
026.2003	4.06.B03.3.	Site Improvements: Parking Lot	$134,980	**$172,100**
026.2004	3.06.A03.1.2.	ADA Compliance: Site Improvements	$156,725	**$199,825**
026.2005	1.13.D02.1.	Structural Study & Repairs	$1,725,061	**$2,061,448**
026.2006	4.05.C01.3.	Exterior Refurbishment	$423,750	**$567,825**
026.2007	4.05.C05.3.	Roof Replacement	$2,629,600	**$3,523,664**
026.2008	4.05.E06.3.	Interior Refurbishment	$13,137,466	**$17,604,204**
026.2009	3.04.A03.3.2.	ADA Compliance: Interior & Restroom Renovations	$1,672,802	**$2,241,555**
026.2010	7.13.D03.3.	Mechanical Study	$5,508,720	**$6,582,920**
026.2011	4.05.D04.3.	Electrical Upgrade	$2,709,240	**$3,630,381**
026.2012	1.07.D06.1.	Security Upgrades	$57,308	**$57,990**
026.2013	5.00.F07.2.	Alternative Solution: Building Addition and Renovation	$0	**$0**
026.2014	5.00.F07.3.	Alternative Solution: Replacement Facility	$0	**$0**
		Total of Project Budgets		

$36,878,766.00

026.2001 – Site Improvements: General

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Install signs	2.3614	2.0	EA	1.00	$320.76	$642
2	Expand existing and install new irrigation system	1.2123	2,800.0	SF	1.00	$4.43	$12,404
3	Adjust direction of sprinkler heads	0.0000	1.0	Allowance	1.00	$800.00	$800
4	Construct a dumpster enclosure	1.2119	1.0	EA	1.00	$24,469.83	$24,470
5	Install pole lights	1.1438	4.0	EA	1.00	$9,789.97	$39,160
6	Replace wall lights	2.3916	20.0	EA	1.00	$660.00	$13,200
7	Install privacy screen	0.0000	1.0	Allowance	1.00	$2,500.00	$2,500
8	Construct walls (adj. for stucco finish)	1.4122	720.0	SF	1.30	$28.01	$26,217
Maximum Allowable Construction Cost							$119,393
Total Project Cost							**$152,226**

- Install signs at the Main Street entrance.
- Install additional sprinkler heads throughout grassy areas.
- Install an irrigation system in the courtyard.
- Adjust the sprinkler heads away from CMU walls.
- Construct a dumpster enclosure.
- Install site lighting.
- Replace aging light fixtures.
- Install a privacy screen on the secure parking lot chain-link gates.
- Replace chain-link fence sections at the secure parking lot with stucco-finished CMU walls.

Doña Ana County

026.2002 - Site Improvements: Retaining walls

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Replace mortar	2.2314	4,185.0	SF	1.00	$7.22	$30,199
2	Power wash CMU	2.2318	4,185.0	SF	1.00	$2.04	$8,516
3	Repair and recolor stucco (adj. for repairs)	2.2319	3,000.0	SF	1.50	$4.35	$19,575
4	Repair concrete walls	1.1115	1,500.0	SF	1.00	$5.39	$8,085
Maximum Allowable Construction Cost							$66,375
Total Project Cost							**$84,629**

- Repair stucco cracks and color coat existing stucco-finished retaining walls.
- Repair concrete retaining walls.



Doña Ana County

026.2003 - Site Improvements: Parking Lot

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Repave parking lot	1.1418	18,620.0	SF	1.00	$6.44	$119,913
2	Repaint parking spaces	1.1439	317.0	Stall	1.00	$47.53	$15,067
Maximum Allowable Construction Cost							$134,980
Total Project Cost							**$172,100**

- Parking lot asphalt displays sections with alligator cracking. Many parking spaces show cracked and fading painted lines. The secure parking lot hosts broken and crumbling asphalt and faded parking space paint.

- Repave parking lot asphalt. Repaint parking spaces.



Doña Ana County

026.2004 – ADA Compliance: Site Improvements

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Install and replace handrails	1.1212	60.0	LF	1.00	$87.35	$5,241
2	Install and replace accessible spaces	1.1412	14.0	Stall	1.00	$414.52	$5,803
3	Repaint curbs	1.1445	500.0	LF	1.00	$5.39	$2,695
4	Repair concrete stairs	1.1115	500.0	SF	1.00	$5.39	$2,695
5	Install non-slip nosings	2.3220	20.0	EA	1.00	$58.19	$1,164
6	Construct ramps	1.1217	120.0	LF	1.00	$1,120.26	$134,431
7	Construct walkways	1.1119	800.0	SF	1.00	$5.87	$4,696
Maximum Allowable Construction Cost							$156,725
Total Project Cost							**$199,825**

- Install new and replace noncompliant handrails.
- Repaint accessible parking space lines, symbols, and curbs.
- Install accessible parking space signs.
- Install ADA parking spaces in the secure lot.
- Repair concrete stairs and install non-slip nosings.
- Construct ramps and walkways to connect building exits to sidewalks.

Doña Ana County

026.2005 – Structural Study & Repairs

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Conduct a structural study	2.4316	1.0	Per	1.00	$6,061.00	$6,061
2	Allowance for repairs	0.0000	1.0	allowance	1.00	$1,719,000.00	$1,719,000
Maximum Allowable Construction Cost							$1,725,061
Total Project Cost							

$2,061,448



- Concrete stem walls around the original building exhibit stains, discoloration, and cracks.
- The northeast corner shows exposed and rusted rebar, spalled and missing sections of concrete, and large cracks.
- This section of the original building contains a concrete beam within the crawl space that shows damage, deterioration, exposed rebar, and chipped and missing material.
- A six-inch square wood beam supports the concrete beam and slab.
- An expansion joint on the building's east brick facade is separating near the roof parapet.

Doña Ana County

026.2006 – Exterior Refurbishment

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Refurbish the exterior	0.0000	8,475.0	SF	1.00	$50.00	$423,750
Maximum Allowable Construction Cost							$423,750
Total Project Cost							

$567,825

- Match stucco materials and color on building additions, paint previous repairs, and cracked, chipped material.
- Many exterior doors show daylight along their bottom edges.
- Windows throughout the original building remain outdated and energy inefficient.

- Refurbish the exterior, including replacing doors and sweeps, windows, and stucco finishes.

Doña Ana County

026.2007 – Roof Replacement

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Replace the roof	2.2439	80,000.0	SF	1.00	$32.87	$2,629,600
Maximum Allowable Construction Cost							$2,629,600
Total Project Cost							**$3,523,664**

- Building interior spaces show signs of active and previously repaired roof leaks.
- Roof materials remain mixed with applied coatings, outdated built-up asphalt cap sheet systems, and single-ply membrane material.
- Roofs vary in age.

- Replace the roof.

Doña Ana County

026.2008 – Interior Refurbishment

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Refurbish the interiors	2.1117	95,500.0	SF	1.00	$137.50	$13,131,250
2	Install wet wall protection	2.3329	300.0	SF	1.00	$16.72	$5,016
3	Replace window film	0.0000	1.0	allowance	1.00	$1,200.00	$1,200
Maximum Allowable Construction Cost							$13,137,466
Total Project Cost							**$17,604,204**

- Refurbish interior finishes.
- Include new acoustic tile ceilings, wood doors, and window shades.
- Install wet wall protective finishes behind drinking fountains.
- Include light replacement.
- A refurbishment includes the replacement or refreshing of interior finishes but does not include reconfiguration of walls or spaces.

Doña Ana County

026.2009 – ADA Compliance: Interior & Restroom Renovations

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Install handrails	1.1213	56.0	LF	1.00	$96.01	$5,376
2	Construct ramps (adj. for finish materials)	1.1216	60.0	LF	2.00	$102.48	$12,298
3	Install room signs	2.3618	217.0	EA	1.00	$123.97	$26,901
4	Renovate restrooms	2.1119	2,711.0	SF	1.00	$600.60	$1,628,227
Maximum Allowable Construction Cost							$1,672,802
Total Project Cost							

$2,241,555

- Install ADA-compliant handrails at the stairs and ramp near the main entrance.
- Install handrails in courtrooms.
- Construct interior ramps with handrails to access the original building's main exit doors, and the original building's southwest exit door.
- Install ADA-compliant room signs.
- Renovate and enlarge the judge's chambers and jury room restrooms; include new fixtures and finishes. Refurbish all single restrooms.
- Refurbish all multi-stall and public restrooms.
- Install vertical grab bars in all restrooms.

Doña Ana County

026.2010 – Mechanical Study

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Commission a mechanical study	2.4314	1.0	Per	1.00	$7,920.00	$7,920
2	Allowance for system replacement	2.3827	95,500.0	SF	1.00	$57.60	$5,500,800
Maximum Allowable Construction Cost							$5,508,720
Total Project Cost							**$6,582,920**

- Rooms in the building vary in temperature and comfort levels.
- Staff is unable to control building temperatures.

- Conduct a mechanical study.
- An allowance is included for replacement of mechanical system, if needed.



Doña Ana County

026.2011 – Electrical Upgrade

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Upgrade the secondary electrical service	2.3924	95,500.0	SF	1.00	$28.37	$2,709,240
Maximum Allowable Construction Cost							$2,709,240
Total Project Cost							**$3,630,381**

- The secondary electrical system is insufficient for the building load. Extension cords and power strips litter the floors of courtrooms and offices.

- Upgrade the secondary electrical system.

Doña Ana County

026.2012 – Security Upgrade

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Install an intrusion alarm system	2.4022	18.0	EA	1.00	$3,183.79	$57,308
Maximum Allowable Construction Cost							$57,308
Total Project Cost							**$57,990**

- The building lacks an intrusion alarm system.
- Install an intrusion alarm system.



Doña Ana County

026.2013 – Alternative Solution: Building Addition & Renovation

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Construct additions	3.2111	19,090.0	SF	0.00	$526.52	$0
2	Renovate the building	2.1118	95,500.0	SF	0.00	$192.50	$0
Maximum Allowable Construction Cost							$0
Total Project Cost							**$0**

Construct an addition to the detention suite, and an addition that contains additional courtrooms and separated waiting areas to solve security conflicts. Construct a procurement warehouse and storage addition. Renovate interior layouts and reconfigure spaces to ensure consistent accessible paths, more secure areas, and shorter corridors.

Addition: Detention suite 2163 square feet (sf)
Two courtrooms @ 2100 sf each
Four waiting areas @ 250 sf each
Warehouse/storage 6000 sf
(2163 sf) + (4200 sf) + (1000 sf) + (6000 sf) =13,363 sf/ .7 (tare) =
19,090 sf

Maximum allowable construction cost = $28,773,394.00

Doña Ana County

026.2014 – Alternative Solution: Replacement Facility

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Renovate the original building	2.1118	51,739.0	SF	0.00	$192.50	$0
2	Partial building replacement	3.2118	105,000.0	SF	0.00	$330.00	$0
3	Complete replacement facility	3.2118	156,000.0	SF	0.00	$330.00	$0
Maximum Allowable Construction Cost							$0
Total Project Cost							**$0**

Renovations needed for the building are extensive and could be cost prohibitive - 2 Options:

Option 1: Replacement of part of the facility, while retaining and renovating the original building:
Renovation of 51,739 square feet (sf) = $9,162,071.00
Partial building replacement @ 105,000 sf = $31,500,000.00

Option 2: Complete facility replacement/expansion:
New facility @ 156,000 sf = $47,356,920.00

Doña Ana County

019 – Community Center: Butterfield

Project No.	Code	Project Name	MACC	Project Budget
019.2001	4.06.B03.4.	Parking Lot Improvements	$188,451	$240,275
019.2002	1.06.B08.2.	Playground Fall Protection Replacement	$31,888	$40,657
019.2003	4.06.B12.5.	Dumpster Enclosure	$24,470	$31,199
019.2004	4.05.C02.1.	Exterior Wall Refurbishment	$5,382	$7,211
019.2005	3.06.A03.1.2.	ADA Compliance: Accessible Path to Bleachers	$3,994	$5,093
019.2006	1.06.B04.5.	Fence Renewal	$228,967	$291,933
019.2007	4.05.D06.3.	Building Security Improvements	$31,838	$42,663
019.2008	4.05.E01.5.	Interior Refurbishment	$349,388	$468,179
019.2009	4.04.A03.2.4.	ADA Compliance: Restroom Renovation	$222,222	$297,777
		Total of Project Budgets		**$1,424,988**

1. Repave and re-stripe the parking lot and access road surfaces. Re-striping to include 27 standard and two Americans with Disabilities Act (ADA)-accessible parking spaces.

2. Excavate playground area, removing decomposed wood chips, and replace with new engineered wood fiber. Replace the rubber mat.

3. Construct a dumpster enclosure.

4. Power wash the exterior concrete masonry unit (CMU) wall. Replace the scupper and downspout. Repairs may require roof repairs. Repaint the damaged interior wall.

5. Add a concrete sidewalk to the bleacher area. Include a concrete pad for a wheelchair space and an accessible path in front of a section of bleachers.

6. Replace the chain-link metal fabric, ensuring the new fabric has knuckled tops.

7. Replace wood blocks with engineered pipe supports. Replace the access ladder safety bar.

8. Install an intrusion alarm system.

9. Install corner guards in high traffic areas. Touch up interior paint. Replace exit door hardware with panic hardware. Add an impervious wall finish on all walls adjacent to sinks, the drinking fountain, and in other plumbing code-required locations. Install vertical grab bars in wheelchair-accessible water closets.

Doña Ana County

013 – Community Center: Del Cerro/Vado

Project No.	Code	Project Name	MACC	Project Budget
013.2001	4.06.B03.4.	Parking Lot Improvements	$163,299	$208,206
013.2002	4.06.D06.2.	Site Security Improvements	$443,852	$565,911
013.2003	4.06.B06.4.	Waste Management Improvements	$25,791	$32,884
013.2004	4.06.B02.3.	Landscape Improvements	$381,161	$485,980
013.2005	4.06.B05.2.	Drainage Improvements	$90,441	$115,312
013.2006	4.06.B01.2.	Sidewalk Renewal	$31,692	$40,408
013.2007	4.05.C05.3.	Roof Improvements	$1,972	$2,643
013.2008	4.04.D06.2.	Building Security Improvements	$89,146	$119,456
013.2009	4.05.E03.2.	Interior Improvements	$13,671	$18,320
		Total of Project Budgets		

$1,589,120

1. Repave and re-stripe parking surface. Re-striping to include 30 standard and four Americans with Disabilities Act (ADA)-accessible parking spaces.
2. Install site lighting. Remove graffiti. Install a security camera surveillance system. Completely fence, install gates, and secure the developed portion of the site.
3. Install a concrete pad and build a dumpster enclosure adjacent to the asphalt surface.
4. Install an irrigation system at the grass field and install xeric landscaping in the bare dirt areas around site.
5. Conduct a civil engineering study. Extend the retaining wall to the northeast corner of the site. Stabilize the dirt slope and add a drainage system to minimize erosion.
6. Stabilize the slope. Install new sidewalk.
7. Install an intrusion alarm.
8. Refurbish the interior of the building. Replace floors and base, light fixtures, paint interior walls, and install corner wall protection.
9. Renovate restrooms.

Doña Ana County

014 – Community Center: Delores Wright

Project No.	Code	Project Name	MACC	Project Budget
014.2001	4.06.B03.3.	Concrete Sidewalk Improvements	$2,495	$3,181
014.2002	4.06.A03.1.2.	ADA Compliance: Parking Upgrades	$1,155	$1,473
014.2003	1.05.C03.3.	Building Security Improvements	$31,838	$42,663
014.2004	3.05.E06.2.	ADA Compliance: Kitchen Upgrade	$2,470	$3,310
014.2005	3.05.A03.2.2.	ADA Compliance: Restroom Upgrades	$2,897	$3,881
014.2006	4.05.E05.4.	Lighting Upgrade	$27,720	$37,145
		Total of Project Budgets		**$91,653**

1. Install new concrete sidewalk along parking lot edge.

2. Install detectable warning strips at Americans with Disabilities Act (ADA)-accessible van parking space ramps.

3. Install an intrusion alarm.

4. Lower the sink section of countertop and apron to an ADA-compliant height. Insulate the under-sink pipes. Clear the storage from under the sink, preserving the ADA-required open knee space.

5. Install two vertical grab bars, one each at the original women's and men's restrooms. Install blocking in walls, and relocate toilet seat cover dispensers at an ADA-compliant height at the original restrooms. Install fiber-reinforced polymer (FRP) panels at plumbing walls and adjacent walls, as well as in other code-required locations. Replace signs at new single-occupant restrooms to denote gender-neutral use.

6. Replace old fluorescent and incandescent fixtures and bulbs with LEDs.

017 – Community Center: Dona Ana

Project No.	Code	Project Name	MACC	Project Budget
017.2001	4.06.B05.2.	Drainage Improvements	$58,165	**$74,161**
017.2002	1.06.B08.1.	Playground Improvements	$31,697	**$40,413**
017.2003	3.06.A03.1.2.	ADA Compliance: Site Improvements	$15,286	**$19,489**
017.2004	4.06.B01.5.	Exterior Improvements	$25,459	**$32,461**
017.2005	1.06.D06.3.	Exterior Security Improvements	$2,615	**$3,334**
017.2006	4.05.E01.3.	Interior Improvements	$65,135	**$87,281**
017.2007	4.05.E01.2.	ADA Compliance: Interior Improvements	$6,735	**$9,025**
017.2008	4.13.E02.3.	Structural Study	$68,017	**$81,280**
017.2009	4.05.F13.3.	Kitchen Refurbishment	$116,612	**$156,260**
		Total of Project Budgets		

$503,704

1. Provide splash blocks throughout the building exterior at the gutters. Perform a drainage and topography study to best address to the drainage issue at the retaining wall. An allowance is provided for study recommendations.
2. Replace the loose gravel with engineered wood fiber playground mulch.
3. Replace the sidewalks around the perimeter of the building. The walkway from the shade structure to the playground area does not require any update. Install a new concrete walkway connecting the parking lot and the shade structure to accommodate pedestrians and wheelchair users. Replace each ADA-accessible parking sign to a van-accessible sign that meets current ADA and NM Standards.
4. Provide a paved and enclosed service area for the dumpsters.
5. Install security cameras to surveil the facility's southern side.
6. Install fiber-reinforced polymer (FRP) behind the drinking fountains in the multipurpose open area, and in code-required locations in the restrooms. Coordinate with the Kitchen Refurbishment Capital Improvement Project to install the FRP. Install an alarm system at each perimeter door and operable window.
7. Replace the ADA signs for the restroom and mount them at code-required heights. Install signs throughout the facility at applicable and publicly accessed rooms. Relocate the seat cover dispensers to be within ADA-prescribed reach range. Switch and correct the grab bar placements. Replace the men's accessible stall toilet to have the flush handle on the open-side of the toilet.

015 – Community Center: La Mesa

Project No.	Code	Project Name	MACC	Project Budget
015.2001	4.06.D06.2.	Waste Management Improvements	$64,138	$81,776
015.2002	4.06.B03.3.	Parking Lot Improvements	$102,662	$130,895
015.2003	4.05.D06.3.	Building Security Improvements	$77,565	$103,937
015.2004	4.06.B02.4.	Site Improvements	$767,976	$979,169
015.2005	4.05.E11.2.	Restroom Improvements	$2,342	$3,139
015.2006	4.04.E02.3.	Floor Renewal	$12,593	$16,874
		Total of Project Budgets		**$1,315,791**

1. Install a concrete pad and build a dumpster enclosure with a locking gate. Install a site surveillance system, and add waste management signs in both English and Spanish. Discuss locking the dumpsters with the refuse authority.
2. Repave and re-stripe parking and access road surfaces. Re-striping to include 20 standard and two Americans with Disabilities Act (ADA)-accessible parking spaces.
3. Install an intrusion alarm and a telephone.
4. Revitalize this field with an irrigation system, grass, shrubs, and trees. Add shade structures over existing picnic tables.
5. Add an impervious wall finish on walls adjacent to sinks, toilets, and the drinking fountain. Add vertical grabs bar in the wheelchair-accessible water closets.
6. Replace the carpet in the classrooms. Replace VCT in the kitchen and multipurpose room.

Doña Ana County

012 – Community Center: MultiPurpose (Betty McKnight)

Project No.	Code	Project Name	MACC	Project Budget
012.2001	3.06.A03.1.1.	ADA Compliance: Site Improvements	$1,192	**$1,520**
012.2002	4.05.D06.3.	Building Security Improvements	$31,838	**$42,663**
012.2003	4.05.E12.4.	Kitchen and Lighting Upgrades	$79,849	**$106,998**
012.2004	3.05.A03.2.4.	ADA Compliance: Restroom Upgrades	$6,248	**$8,373**
		Total of Project Budgets		**$159,553**

1. Re-stripe the two ADA-accessible parking spaces and access aisle. Install two poles and accessible van signs. Paint "NO PARKING" markings in the access aisle in accordance with New Mexico Standards. Install a detectable warning strip at the curb ramp.
2. Install an intrusion alarm.
3. Replace the dishwasher. Replace old incandescent and fluorescent fixtures and light bulbs with LEDs.
4. Install two vertical grab bars at women's and men's restrooms. Install fiber-reinforced polymer (FRP) panels at toilets, urinals, drinking fountain alcove, and adjacent wet walls. Install a wall-mounted toilet in the women's accessible stall, with a flush valve on the open side.



010 – Community Center: Radium Springs

Project No.	Code	Project Name	MACC	Project Budget
010.2001	3.06.A03.1.2.	ADA Compliance: Site Improvements	$2,430	**$3,098**
010.2002	4.06.B01.3.	Site Improvements	$10,017	**$12,772**
010.2003	4.06.B01.4.	Site Refuse and Drainage Improvements	$29,575	**$37,708**
010.2004	4.05.E06.3.	Interior Finish Improvements	$14,608	**$19,575**
010.2005	4.05.E07.4.	Facility Door Improvements	$8,290	**$11,109**
010.2006	1.05.D04.1.	Electrical Improvements	$418	**$560**
010.2007	4.05.D06.1.	Interior Security Improvements	$70,043	**$93,858**
010.2008	3.05.A03.2.2.	ADA Compliance: Interior Improvements	$7,161	**$9,596**
		Total of Project Budgets		**$188,276**

1. Re-stripe and paint the ADA stalls at the northwest corner of the parking lot. A reconfiguration or renumbering of the spaces may be required. Replace the signs to be at compliant heights. Install new signs at accessible parking spaces and install van-accessible signs at the van-accessible spaces. Ensure all projects meet current ADA and New Mexico standards.
2. Replace the damaged and eroded sidewalk surfaces. Install a new concrete sidewalk from the sheltered area to the skatepark. Install splash blocks under each downspout around the perimeter of the facility. Demolish and replace the existing chain-link fence at the skatepark. Install a sidewalk connecting the shade structure area to the skate park. Paint an emergency vehicle lane.
3. Replace the existing concrete receptacles at the shade structure area. Install a concrete pad for the dumpsters. Install a new dumpster enclosure. Extend the downspouts and install splash blocks.
4. Repair the damaged walls at mentioned locations. Install steel corner guards in the kitchen and throughout the remainder of the facility at any right-angle corners without coverage. Install fiber-reinforced polymer (FRP) panels on the walls in code-required locations. Replace the stained ACT.
5. Replace the wooden doors. Replace the door at the kitchen entry. Repaint the exterior door and frame.
6. Install covers on existing outlets. Install a vinyl conduit raceway for the electrical wiring to the west gymnasium wall.

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

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

Doña Ana County Clerk's Office	June 23, 2026
Initiating Department	**Meeting Date**
Brandi Delgado, Administrative Assistant	8
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVAL OF THE REGULAR MEETING MINUTES FOR JUNE 9, 2026, SPECIAL MEETING AND EMERGENCY MEETING FOR JUNE 12, 2026

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

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

SUMMARY OF FINANCIAL IMPACT

no financial impact

ADMINISTRATIVE REVIEW AND APPROVAL

Karen Monarrez, Administrative Assistant	Created/Initiated - 6/16/2026
Amanda López Askin, County Clerk	Final Approval - 6/16/2026

DOCUMENT CONTROL

For Signature: Yes **For Recording:** Yes **Deadline for Return:**

REGULAR MEETING MINUTES

Chair Manuel Sanchez called the **Regular Meeting** of the Doña Ana County Board of County Commissioners to order **at 9:00 a.m., on Tuesday, June 9, 2026,** in the Doña Ana County Commission Chambers, 1st Floor, Doña Ana County Government Center, 845 North Motel Boulevard, Las Cruces, New Mexico

Time: 9:06:10

Invocation /Moment of Silence

Time: 9:06:25

Moment of Silence

Pledge of Allegiance

Time: 9:07:45

Led by Chair Sanchez

Roll Call of Commission Members Present and Determination of Quorum

Time: 9:08:05

Led by Brandi Delgado, Administrative Assistant

District 1: Christopher Schaljo-Hernandez, Commissioner- Present
District 3: Susie Kimble, Commissioner- Present
District 4: Susana Chaparro, Commissioner- Present
District 2: Gloria Gameros, Vice Chair- Absent
District 5: Manuel Sanchez, Chair- Present

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

CHANGES TO THE AGENDA: Scott Andrews, County Manager

Time: 9:08:35

To listen to Changes to the Agenda go to:
https://youtu.be/1nJov8_XGmg?t=997

There were no changes to the agenda

CONSENT AGENDA

To listen to the Consent Agenda go to:
https://youtu.be/1nJov8_XGmg?t=1005

Time: 9:08:40

1.	Doña Ana County Treasurer's Financial Report for the months of March and April 2026	Marisol Richardson, County Treasurer
2.	Approve Proclamation Declaring June 19, 2026, as Juneteenth in Doña Ana County	Manuel Sanchez County Commissioner, District 5, Chair

3.	Award contract to Cooperative Extension Service of New Mexico State University in the amount of $196,344.78, to provide extension programs in agriculture, family and consumer sciences, 4-H youth development, and community/economic development	Jamie Michael, HHS Director
4.	Approval to Increase New Mexico State contract 20-00000-22-00058 with WEX from $200,000 to $235,000 for fuel card services, for County Fire and Emergency Services vehicles	Gabriel Silva, Fleet Director
5.	Approval to increase the New Mexico State Contract 10-00000-20-00048AB by $150,000 for communications, radio equipment, parts, accessories and related services with Code 3 Service for a revised total amount of $300,000.00	Kent English, IT Director
6.	Accept a Grant from National Fitness Campaign & BlueCross BlueShield NM in the amount of $80,000.00 for the Fitness Court Installation at the Delores Wright Community Center in Chaparral, NM, to include budget **resolution**	Justin Weaver, Project Manager

RESOLUTION 2026-78

Motion to approve consent agenda items 1-6 by Commissioner Schaljo-Hernandez

Second by Commissioner Kimble

District 1: Christopher Schaljo-Hernandez, Commissioner- Yes
District 3: Susie Kimble, Commissioner- Yes
District 4: Susana Chaparro, Commissioner- Yes
District 2: Gloria Gameros, Vice Chair- Absent
District 5: Manuel Sanchez, Chair- Yes

Motion to approve consent agenda passed with a vote of 4-0

EMPLOYEE RECOGNITION

Time: 9:10:45

To listen to Employee Recognition go to:
https://youtu.be/1nJov8_XGmg?t=1129

Name	Department	Years of Service
Sergeant Jordan Hill	Sheriff's	15
Christopher Valenzuela	Assessor's	15
Miguel Estrada	Fleet	20
Bryan Baker	Detention Center	25
Captain Patrick Howie	Detention Center	40

EMPLOYEE SPECIAL RECOGNITION:

Time: 9:11:40

To listen to Employee Special Recognition go to:
https://youtu.be/1nJov8_XGmg?t=1184

Name	Department	Award
Joel Forbes	Facilities Maintenance	Internal Customer Service
Tim Hendrick	Emergency Management	Special Recognition

PROCLAMATIONS

7.	Proclaim June 19th as Juneteenth in Doña Ana County Time: 9:14:05 **To listen to Proclamation go to:**	Susie Kimble, County Commissioner District 3

https://youtu.be/1nJov8_XGmg?t=1328

PUBLIC INPUT

Time: 9:23:25

To listen to Public Input go to:
https://youtu.be/1nJov8_XGmg?t=1888

Break taken at 10:37:00
Back from break at 10:48:10

COMMISSION INPUT

Time: 11:52:00

To listen to Commission Input go to:
https://youtu.be/1nJov8_XGmg?t=10804

COUNTY ELECTED OFFICIALS' INPUT

Time: 11:54:05

To listen to County Elected Officials Input go to:
https://youtu.be/1nJov8_XGmg?t=10933

STAFF INPUT

Time: 12:12:40

To listen to Staff Input go to:
https://youtu.be/1nJov8_XGmg?t=12044

COMMISSION-APPOINTED BOARD REPORT BACK

Time: 12:29:25

To listen to Commission Appointed Board Report Backs go to:
https://youtu.be/1nJov8_XGmg?t=13050

PRESENTATIONS

Note: Item #10 will be discussed before item #8

Break taken at 1:22:40
Back from break at 1:44:55

8. Crisis Triage Center 2025 Report — Jamie Michael, HHS Director

   Time: 1:45:05

   To listen to the Report go to:
   https://youtu.be/1nJov8_XGmg?t=17589

9. County Investment Portfolio Update — Eric Rodriguez, Chief Deputy County Treasurer

   Time: 2:11:10

   To listen to the Update go to:
   https://youtu.be/1nJov8_XGmg?t=19154

10. Project Jupiter Proposed Community Open House & Career Fair — Susana Chaparro, County Commissioner, District 4

    Time: 12:29:45

To listen to Open House and Career Fair go to:
https://youtu.be/1nJov8_XGmg?t=13064

MINUTES

11. Regular Meeting Minutes for May 26, 2026, Special Meeting and Work Session Minutes for June 2, 2026 — Brandi Delgado, Administrative Assistant

Time: 2:38:45

To listen to the minutes go to:
https://youtu.be/1nJov8_XGmg?t=20810

Motion to approve Regular Meeting Minutes for May 26, 2026, Special Meeting and Work Session Minutes for June 2, 2026 by Commissioner Schaljo-Hernandez

Second by Commissioner Chaparro

District 1: Christopher Schaljo-Hernandez, Commissioner- Yes
District 3: Susie Kimble, Commissioner- Yes
District 4: Susana Chaparro, Commissioner- Yes
District 2: Gloria Gameros, Vice Chair- Absent
District 5: Manuel Sanchez, Chair- Yes

Motion to approve minutes passed with a vote of 4-0

APPROVALS

12. Approve use of New Mexico State Pricing Agreement 30-00000-22-00018 with Flock Group Inc. for license plate reader cameras and annual subscription services in the amount of $162,000 and delegate signature authority to the County Manager for all related documents — Kim Stewart, Sheriff

Time: 2:39:50

To listen to the state pricing agreement go to:
https://youtu.be/1nJov8_XGmg?t=20873

Motion to approve use of New Mexico State Pricing Agreement 30-00000-22-00018 with Flock Group Inc. for license plate reader cameras and annual subscription services in the amount of $162,000 and delegate signature authority to the County Manager for all related documents by Chair Sanchez

Second by Commissioner Schaljo-Hernandez

District 1: Christopher Schaljo-Hernandez, Commissioner- Yes
District 3: Susie Kimble, Commissioner- Yes
District 4: Susana Chaparro, Commissioner- Yes
District 2: Gloria Gameros, Vice Chair- Absent
District 5: Manuel Sanchez, Chair- Yes

Motion to approve pricing agreement passed with a vote of 4-0

13. Use CES Contract #2026-03-R1271-ALL with Smith & Aguirre Construction for the general construction at Santa Teresa Jetport Maintenance Shop in the amount of $615,692.87 — Justin Weaver, Project Manager

Time: 2:46:00

To listen to the contract go to:
https://youtu.be/1nJov8_XGmg?t=21244

Motion to use CES Contract #2026-03-R1271-ALL with Smith & Aguirre Construction for the general construction at Santa Teresa Jetport Maintenance Shop in the amount of $615,692.87 by Commissioner Schaljo-Hernandez

Second by Commissioner Chaparro

District 1: Christopher Schaljo-Hernandez, Commissioner- Yes
District 3: Susie Kimble, Commissioner- Yes
District 4: Susana Chaparro, Commissioner- Yes
District 2: Gloria Gameros, Vice Chair- Absent
District 5: Manuel Sanchez, Chair- Yes

Motion to approve contract passed with a vote of 4-0

14. Approve Award of Request for Proposal 26-0036 with Trinity Services Group, Inc. for Food Services for the Detention Center in an amount not to exceed $1,400,00.00 within the first contract year. The commission is asked to delegate signature authority to the County Manager on all change orders and documents related to this purchase

Bryan Baker, Detention Center Director

Time: 2:48:20

To listen to the proposal go to:
https://youtu.be/1nJov8_XGmg?t=21383

Motion to approve an Award of Request for Proposal 26-0036 with Trinity Services Group, Inc. for Food Services for the Detention Center in an amount not to exceed $1,400,00.00 within the first contract year. The commission is asked to delegate signature authority to the County Manager on all change orders and documents related to this purchase by Commissioner Schaljo-Hernandez

Second by Commissioner Chaparro

District 1: Christopher Schaljo-Hernandez, Commissioner- Yes
District 3: Susie Kimble, Commissioner- Yes
District 4: Susana Chaparro, Commissioner- Yes
District 2: Gloria Gameros, Vice Chair- Absent
District 5: Manuel Sanchez, Chair- Yes

Motion to approve proposal passed with a vote of 4-0

15. Annexation petition submitted by the City of Sunland Park for approximately 1,784 acres located along the west municipal boundary of the City of Sunland Park and Country Club Road

Christina Ainsworth, Community Development Director

Time: 2:51:15

To listen to the annexation petition go to:
https://youtu.be/1nJov8_XGmg?t=21558

Motion to approve annexation petition submitted by the City of Sunland Park for approximately 1,784 acres located along the west municipal boundary of the City of Sunland Park and Country Club Road by Commissioner Schaljo-Hernandez

Second by Chair Sanchez

District 1: Christopher Schaljo-Hernandez, Commissioner- Yes
District 3: Susie Kimble, Commissioner- Yes
District 4: Susana Chaparro, Commissioner- Yes
District 2: Gloria Gameros, Vice Chair- Absent
District 5: Manuel Sanchez, Chair- Yes

Motion to approve annexation petition

Note: Item #19 was moved up before Item #16

16. Approve **Resolution** Establishing Procedures for Addressing and Correcting Special Audit Findings

Stephen Lopez, Assistant County Manager
Scott Andrews, County Manager

Time: 3:03:00

To listen to the approval of the resolution go to:
https://youtu.be/1nJov8_XGmg?t=22265

Motion to approve a Establishing Procedures for Addressing and Correcting Special Audit Findings by Commissioner Schaljo-Hernandez

Second by Chair Sanchez

Motion to postpone the resolution until the end of the meeting by Chair Sanchez

Second by Commissioner Chaparro

District 1: Christopher Schaljo-Hernandez, Commissioner- Yes
District 3: Susie Kimble, Commissioner- Yes
District 4: Susana Chaparro, Commissioner- Yes
District 2: Gloria Gameros, Vice Chair- Absent
District 5: Manuel Sanchez, Chair- Yes

Motion to postpone passed with a vote of 4-0

Time: 4:17:50

To listen to the approval of the resolution go to:
https://youtu.be/1nJov8_XGmg?t=26757

Motion to continue the discussion on the approval of Establishing Procedures for Addressing and Correcting Special Audit Findings by Commissioner Schaljo-Hernandez

Second by Chair Sanchez

Motion to amend resolution to read the following items, Number 1, the County Manager is assigned to address the items specified within the timeline identified in the special audit report and provide specific details as needed. Number 2, The County Manager may utilize County Staff to assist with addressing the findings. Number 3, when the County Manager has determined an item has been addressed, it shall be forwarded to the Inspector General once hired for review and recommendation to the Board of County Commissioners. Number 4, the item shall be presented to the Board of County Commissioners by the County Manager during a public meeting for review and action. Number 5, upon approval by the Board of County Commissioners the County Manager will notify the County's External Auditor. Number 6, the External Auditor will review the item to determine if it has indeed been adequately addressed. If so, it will be noted in the annual external audit with a copy sent to the State Auditor by Chair Sanchez

Second to Commissioner Schaljo-Hernandez

District 1: Christopher Schaljo-Hernandez, Commissioner- Yes
District 3: Susie Kimble, Commissioner- Yes
District 4: Susana Chaparro, Commissioner- Yes

District 2: Gloria Gameros, Vice Chair- Absent
District 5: Manuel Sanchez, Chair- Yes

Motion to amend resolution passed with a vote of 4-0

District 1: Christopher Schaljo-Hernandez, Commissioner- Yes
District 3: Susie Kimble, Commissioner- Yes
District 4: Susana Chaparro, Commissioner- Yes
District 2: Gloria Gameros, Vice Chair- Absent
District 5: Manuel Sanchez, Chair- Yes

Motion to approve a resolution as amended passed with a vote of 4-0

RESOLUTION NO. 2026-80

17. Approve a **resolution** reauthorizing the State of New Mexico Department of Transportation, State Appropriation ID J3265, C1253265, To ID K4134, C1253265 Solar lighting and street signage, and traffic-calming devices, in the amount of $600,000.00 — Dan Sambrano, Roads Superintendent

Time: 2:35:15

To listen to the approval of the resolution go to:
https://youtu.be/1nJov8_XGmg?t=24197

Motion to approve a resolution reauthorizing the State of New Mexico Department of Transportation, State Appropriation ID J3265, C1253265, To ID K4134, C1253265 Solar lighting and street signage, and traffic-calming devices, in the amount of $600,000.00 by Commissioner Schaljo-Hernandez

Second by Commissioner Chaparro

District 1: Christopher Schaljo-Hernandez, Commissioner- Yes
District 3: Susie Kimble, Commissioner- Yes
District 4: Susana Chaparro, Commissioner- Yes
District 2: Gloria Gameros, Vice Chair- Absent
District 5: Manuel Sanchez, Chair- Yes

Motion to approve a resolution passed with a vote of 4-0

RESOLUTION NO. 2026-79

18. Assessor's Office status report: annual property valuation maintenance and property valuation program with related budget considerations — Eugenia Montoya Ortega, County Assessor
Time: 3:40:15

To listen to the status report go to:
https://youtu.be/1nJov8_XGmg?t=24498

Motion to approve the Assessor's Office status report: annual property valuation maintenance and property valuation program with related budget considerations by Commissioner Schaljo-Hernandez

Second by Commissioner Kimble

Commissioner Schaljo-Hernandez and Commissioner Kimble withdrew their motion

HEARINGS and ORDINANCES

19. **Ordinance** authorizing the issuance and sale of Doña Ana County general obligation bonds, series 2026, in the aggregate principal amount not to exceed $10 million — Asma Dawood, Finance Director

Time: 2:56:10

To listen to the approval of the ordinance go to:
https://youtu.be/1nJov8_XGmg?t=21852

Motion to approve an Ordinance authorizing the issuance and sale of Doña Ana County general obligation bonds, series 2026, in the aggregate principal amount not to exceed $10 million by Commissioner Chaparro

Second by Chair Sanchez

District 1: Christopher Schaljo-Hernandez, Commissioner- Yes
District 3: Susie Kimble, Commissioner- Yes
District 4: Susana Chaparro, Commissioner- Yes
District 2: Gloria Gameros, Vice Chair- Absent
District 5: Manuel Sanchez, Chair- Yes

Motion to approve an ordinance passed with a vote of 4-0

ORDINANCE 371-2026

COMMISSION INPUT (FOLLOW-UP)

Time: 4:23:20

To listen to Commission Input Follow Up go to:
https://youtu.be/1nJov8_XGmg?t=27084

CORRESPONDENCE

20. Correspondence received by Doña Ana County — Brandi Delgado, Administrative Assistant

Time: 4:24:00

To listen to Correspondence go to:
https://youtu.be/1nJov8_XGmg?t=27130

1. Caitlin Ashton vs. DAC

THE COMMISSION MAY CONVENE IN CLOSED SESSION, to discuss a limited personnel matter related to the County Manager's performance and discussion on Mid-Year Evaluation, to discuss bargaining strategy preliminary to collective bargaining negotiations with the Communications Workers of America (CWA), Local 7911, pursuant to attorney-client privilege to discuss threatened or pending litigation related to the outcome of an internal complaint investigation, and to discuss the purchase, acquisition or disposal of real property and water rights, as authorized by the Open Meetings Act, §§10-15-1(H)(2),(5),(7), and (8) (NMSA 1978)

Time: 4:24:20

To listen to the motion to go into closed session go to:
https://youtu.be/1nJov8_XGmg?t=27142

Motion to go into closed session to discuss a limited personnel matter related to the County Manager's performance and discussion on Mid-Year Evaluation, to discuss bargaining strategy preliminary to collective bargaining negotiations with the Communications Workers of America (CWA), Local 7911, pursuant to attorney-client privilege to discuss threatened or pending litigation related to the outcome of an internal complaint investigation, and to discuss the purchase, acquisition or disposal of real property and water rights, as authorized by the Open Meetings Act, §§10-15-1(H)(2),(5),(7), and (8) (NMSA 1978) by Chair Sanchez

Second by Commissioner Chaparro

District 1: Christopher Schaljo-Hernandez, Commissioner- Yes
District 3: Susie Kimble, Commissioner- Yes
District 4: Susana Chaparro, Commissioner- Yes

District 2: Gloria Gameros, Vice Chair- Absent
District 5: Manuel Sanchez, Chair- Yes

Motion to go into closed session passed with a vote of 4-0

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

Time: 5:41:00

Note: Let the record reflect that nothing was discussed in closed session other than the items identified in the motion to go into closed session

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

Time: 5:41:15

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

Manuel A. Sanchez, Chair, District 5	For/Against
Gloria Gameros, Vice Chair, District 2	For/Against
Christopher Schaljo-Hernandez, Commissioner, District 1	For/Against
Susie Kimble, District 3	For/Against
Susana Chaparro, Commissioner, District 4	For/Against

ATTEST:

_____
Amanda López Askin, Ph.D. County Clerk

SPECIAL MEETING MINUTES

Chair Manuel Sanchez called the **Special Meeting** of the Doña Ana County Board of County Commissioners to order **at 1:00 p.m., on Friday, June 12, 2026,** in the Doña Ana County Commission Chambers, 1st Floor, Doña Ana County Government Center, 845 North Motel Boulevard, Las Cruces, New Mexico

Time: 1:02:25

Pledge of Allegiance

Time: 1:02:40

Led by Chair Sanchez

Roll Call of Commission Members Present and Determination of Quorum

Time: 1:04:00

Led by April Sosa, Administrative Assistant

District 1: Christopher Schaljo-Hernandez, Commissioner- Present via WebEx
District 3: Susie Kimble, Commissioner- Present
District 4: Susana Chaparro, Commissioner- Present
District 2: Gloria Gameros, Vice Chair- Absent
District 5: Manuel Sanchez, Chair- Present

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

1. The Board of County Commissioners acting as the County Canvassing Board consider and approve the canvass of the election results of the June 2, 2026, General Election and certify the election results — Amanda López Askin, County Clerk

   Time: 1:03:30

   To listen to the approval of the canvass go to:
   https://youtu.be/XEGOBUnYdgQ?t=1106

   Motion to approve the canvass of the election results of the June 2, 2026, General Election and certify the election results by Commissioner Kimble

   Second by Commissioner Schaljo-Hernandez

   District 1: Christopher Schaljo-Hernandez, Commissioner- Yes
   District 3: Susie Kimble, Commissioner- Yes
   District 4: Susana Chaparro, Commissioner- Absent
   District 2: Gloria Gameros, Vice Chair- Absent
   District 5: Manuel Sanchez, Chair- Yes

   Motion to approve the canvass passed with a vote of 3-0

COMMISSION ADJOURNS AS THE CANVASSING BOARD

Time: 1:15:40

BOARD OF COUNTY COMMISSIONERS OF

DOÑA ANA COUNTY, NEW MEXICO

Manuel A. Sanchez, Chair, District 5	For/Against
Gloria Gameros, Vice Chair, District 2	For/Against
Christopher Schaljo-Hernandez, Commissioner, District 1	For/Against
Susie Kimble, District 3	For/Against
Susana Chaparro, Commissioner, District 4	For/Against

ATTEST:

_____
Amanda López Askin, Ph.D. County Clerk

EMERGENCY MEETING MINUTES

Chair Manuel Sanchez called the **Emergency Meeting** of the Doña Ana County Board of County Commissioners to order **at 1:15 p.m., on Friday, June 12, 2026,** in the Doña Ana County Commission Chambers, 1st Floor, Doña Ana County Government Center, 845 North Motel Boulevard, Las Cruces, New Mexico

Time: 1:21:05

Roll Call of Commission Members Present and Determination of Quorum

Time: 1:21:20

Led by April Sosa, Administrative Assistant

District 1: Christopher Schaljo-Hernandez, Commissioner- Present via WebEx
District 3: Susie Kimble, Commissioner- Present
District 4: Susana Chaparro, Commissioner- Present
District 2: Gloria Gameros, Vice Chair- Absent
District 5: Manuel Sanchez, Chair- Present

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

APPROVALS

1. Authorize an Emergency Payroll or Emergency third party contract or otherwise address emergency medical services at Doña Ana County Detention Center on an interim basis — Scott Andrews, County Manager

   Time: 1:21:50

   To listen to the authorization of a signature authority go to:
   https://youtu.be/bWRgEC-as5U?t=290

   Motion to authorize an Emergency Payroll or Emergency third party contract or otherwise address emergency medical services at Doña Ana County Detention Center on an interim basis by Commissioner Chaparro

   Second by Commissioner Kimble

   Commissioner Chaparro and Commissioner Kimble both withdrew their previous motion

   Motion to delegate signature authority to the County Manager for making payments through any of these options using his discretion by Commissioner Schaljo-Hernandez

   Second by Chair Sanchez

   District 1: Christopher Schaljo-Hernandez, Commissioner- Yes
   District 3: Susie Kimble, Commissioner- Yes
   District 4: Susana Chaparro, Commissioner- Yes
   District 2: Gloria Gameros, Vice Chair- Absent
   District 5: Manuel Sanchez, Chair- Yes

   Motion to motion to approve County Manager signature authority

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

Time: 1:43:10

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

Manuel A. Sanchez, Chair, District 5	For/Against
Gloria Gameros, Vice Chair, District 2	For/Against
Christopher Schaljo-Hernandez, Commissioner, District 1	For/Against
Susie Kimble, District 3	For/Against
Susana Chaparro, Commissioner, District 4	For/Against

ATTEST:

_____
Amanda López Askin, Ph.D. County Clerk

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

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

Engineering and Roads Department	June 23, 2026
Initiating Department	**Meeting Date**
Dan Sambrano, Roads Superintendent	9
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

AWARD CONTRACT TO GCC SUN CITY MATERIALS AND JOBE MATERIALS TO PROVIDE CONSTRUCTION MATERIALS FOR FUTURE PROJECTS IN AN AMOUNT NOT TO EXCEED $600,000.

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

Competitive sealed bid #26-0034 for Fractured Aggregate, Mortar Sand, TXDOT type B Base Course, 8" to 12" Rip Rap, and 14" to 20" Rip Rap was issued to solicit interest and was advertised. Three (3) vendors responded. In accordance with 13-1-108 of the Procurement Code, the Road Department and the Purchasing Department request approval to multi-source award competitive sealed bid #26-0034 to GCC Sun City Materials and Jobe Materials. The amount of materials shall not exceed $600,000 per year. Additionally, staff requests County Manager's signature authority for all related contract documents, amendments, and change orders.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Bid Tab

SUMMARY OF FINANCIAL IMPACT

These contracts shall not exceed $600,000 per year. The Road Department has the available budget with fund/cost center F-009, CC-051 (Road fund).

ADMINISTRATIVE REVIEW AND APPROVAL

Erika Quezada, Secretary	Created/Initiated - 6/1/2026
Dan Sambrano, Roads Superintendent	Approved - 6/1/2026
Asma Dawood, Finance Director	Approved - 6/3/2026
Michael Perez, Purchasing Manager	Approved - 6/17/2026
Stephen Lopez, Assistant County Manager	Final Approval - 6/18/2026

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County

Public Works Department-Road Division

Executive Summary

Meeting Date: June 23, 2026

Agenda Item Title: Bid #26-0034 Fractured Aggregate, Mortar Sand, TXDOT Type B Grade 3 Base Course, 8” to 12” Rip Rap, and 14” to 20” Rip Rap

Overview:

The Road Department requests award of competitive sealed bid #26-0034 for Fractured Aggregate, Mortar Sand, TXDOT Type B Grade 3 Base Course, 8” to 12” Rip Rap and 14” to 20” Rip Rap to GCC Sun City Materials and Jobe Materials. The Road Department utilizes these materials for maintenance of various roads throughout the county. The amount of the contracts shall not exceed $600,000 per year for the life of the contract.

Road Staff requests to establish a price agreement with the two (2) vendors from the time of award until June 30, 2027, with the option to renew at the discretion of the county for an additional three (3) one year terms. Additionally, staff requests County Manager’s signature authority for all related contract documents, amendments and change orders.

Dona Ana County

26-0034 Fractured Aggregate, Mortar Sand, TXDOT Type B Grade 3 Base Course and 8" to 12" Rip Rap

Bid Tabulation

Date: 4/2/2026 @ 2:00pm

	Contractor:	Contractor:	Contractor:	Contractor:
Bid Item	Austin Logistics	GCC Sun City Mat.	Jobe Materials	
3/4 Aggregate	142,120.00	108,000.00	160,000.00	
1/2 Aggregate	565,500.00	495,000.00	690,000.00	
3/8 Aggregate	165,320.00	152,000.00	208,000.00	
Mortar Sand	271,900.00	245,000.00	263,000.00	
TXDOT Base Course	717,900.00	525,000.00	540,000.00	
8" to 12" or 14" to 20" Rip Rap	551,000.00	570,000.00	380,000.00	
Totals	2,413,740.00	2,095,000.00	2,241,000.00	
Hauling 1 to 10 miles	1.51	.80	.90	
Hauling 11 to 20 miles	1.41	1.20	.90	
Hauling 21 to 30 miles	1.35	1.02	.90	
Hauling 31 to 40 miles	1.32	2.18	.90	
Hauling 41 to 50 miles	1.29	2.72	.90	
Hauling 50 plus miles	1.28	3.00	.90	
BUSINESS/VETERAN PREFERENCE			Resident	

Hilda Gonzalez, Procurement Officer

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

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

Health and Human Services Department	June 23, 2026
Initiating Department	**Meeting Date**
Jamie Michael, HHS Director	10
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

AWARD CONTRACTS TO AMADOR HEALTH CENTER, INC., BEN ARCHER HEALTH CENTER, INC., LA CLINICA DE FAMILIA, INC., AND MESILLA VALLEY HOSPITAL IN THE AMOUNT OF $2,979,378.88 TO SUPPORT RESOLUTION 2026-53 AND THE COUNTY HEALTH CARE ASSISTANCE PROGRAM.

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

Doña Ana County Health and Human Services issued a request for proposal (RFP) 26-0041 seeking organizations to provide health care services in support of the County Health Care Assistance Program. Six proposals were evaluated by a committee of county staff and a representative from Community Action Agency of Southern New Mexico. The top four proposals were recommended for funding: Amador Health Center, Inc, Ben Archer Health Center, La Clinica de Familia, and Mesilla Valley Hospital. In accordance with 13-1-153 of the Procurement Code, the Health and Human Services Department and Purchasing Office request approval to award four (4) contracts under RFP 26-0041. Additionally, the Board is asked to delegate signature authority to the County manager for all related documents, including invoices, contracts, agreements, budgets, amendments, change orders and any other related documents.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Score Sheet

SUMMARY OF FINANCIAL IMPACT

Award four (4) contracts for a total amount of 2,979,378.88 in FY27 Restricted Healthcare Assistance Funds.

ADMINISTRATIVE REVIEW AND APPROVAL

Stephanie Barrera, Program and Contract Assistant	Created/Initiated - 6/8/2026
Norberto Godina, Program Ops, Division Manager	Approved - 6/11/2026
Jamie Michael, HHS Director	Approved - 6/18/2026
Asma Dawood, Finance Director	Approved - 6/18/2026
Michael Perez, Purchasing Manager	Approved - 6/18/2026
Deborah Weir, Assistant County Manager	Final Approval - 6/18/2026

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County
BOCC Agenda Item Executive Summary

Meeting Date:	June 23, 2026
Agenda Item Title:	Award contracts to Amador Health Center, Inc., Ben Archer Health Center, Inc., La Clinica de Familia, Inc., and Mesilla Valley Hospital in the amount of $2,979,378.88 to support Resolution 2026-53 and the county Health Care Assistance Program (HCAP).
Type of Action:	Approvals
Fiscal Impact:	Award four (4) Contracts for a total amount of $2,979,378.88
Strategic Plan Alignment:	Goal 2: Improve wellness and wellbeing, and vital conditions: Basic need for health and safety.

Overview:

The Doña Ana County (DAC) Health and Human Services (HHS) department solicited proposals from qualified organizations to support the Health Care Assistance Program. The awarded vendors will provide primary care, behavioral health care, and dental care for individuals who qualify for the Doña Ana County Health Care Assistance Program. Funding for these contracts is from the restricted Healthcare Assistance Fund.

The RFP requested proposals addressing the following scopes of work:

- **Primary Health Care Services:** Prevention, care coordination, diagnosis, and treatment designed to reduce unnecessary urgent care utilization and hospital admissions.
- **Dental Care Services:** Preventive and comprehensive dental care, including associated care coordination.
- **Behavioral Health Care Outpatient:** Comprehensive outpatient treatment for substance use disorders and mental health conditions, including group and individual therapy, medication assisted treatment and case management
- **Behavioral Health Care Inpatient:** Provide comprehensive inpatient hospitalization and treatment for substance use disorders and serious mental illness, including group and individual therapy, medication-assisted treatment and case management.
- **Care coordination:** Care Coordination services must be provided to all patients eligible to receive Primary Health Care, Dental Care, Behavioral Health-Outpatient and Behavioral Health Care-Inpatient services. Services shall be delivered by qualified staff acting within the scope of their training and applicable state standards.

- **Patient and Provider Education:** Community based patient education and provider education for each service type.

Six (6) proposals were reviewed by an evaluation committee, composed of three (3) County staff, and one (1) representative from the Community Action Agency of Southern New Mexico. After scoring all submission, the committee recommended funding the top four (4) proposals.

Contract Scope of Work

1. **Amador Health Center, Inc.** – not to exceed $275,000.
    a. **Primary Health Care** - Medical care, preventive services, pharmacy services, comprehensive outpatient care, chronic disease management, and medication management. Preventive services shall include laboratory and imaging services.
    b. **Dental Care Services** - Comprehensive oral examinations, radiographs, periodontal treatments, cleanings, assessments, sealants, scaling, fluoride applications, and other necessary dental hygiene services. Patients presenting with more acute or complex needs shall receive a written report and be referred for comprehensive dental care.
    c. **Behavioral Health / Comprehensive Substance Use** – Behavioral health assessments, diagnoses, and treatment provided by a licensed therapist, prescribing psychologist, or nurse practitioner. Services include therapy, psychiatric medication management, and individual and group counseling, available in person or through telehealth. Substance use services include assessments, diagnoses, and treatment, including Medication-Assisted Treatment (MAT) provided by a licensed medical provider. Additional services include MAT, individual and/or group counseling, voluntary entry into the Amador Recovery Program, case management, and peer support from a recovery specialist.
    d. **Provider Education** - At a minimum, eight (8) provider education training sessions shall be conducted. Training topics will be determined by the DAC Health and Humans Services Department, with notification provided at least two weeks in advance of each session. In addition, at least two community-wide events shall be organized and facilitated to convene providers and academic partners from across the County.
    e. **Patient Education -** One-on-one and small-group education sessions will be provided on topics such as hypertension and diabetes management, vaccine equity, navigating the healthcare system, specialty care, chronic disease management, health insurance, and behavioral health services. Community-wide outreach will be conducted through health fairs, community events, and participation in County initiatives and programs, including events at Community Resource Centers. Outreach topics will include education on local resources such as the Crisis Triage Center, the 988 system, and integrated care.

2. **Ben Archer Health Center** – not to exceed $1,320,590.40
    a. **Primary Health Care** - Comprehensive primary medical care will be provided, including prevention, diagnosis, treatment, chronic disease management, medication management, routine screenings, laboratory testing, and coordination of specialty care. Pharmacy services will support medication access and continuity of care. Preventive services will include evidence-based screenings, laboratory services, and imaging to support early detection, risk reduction, and ongoing management of chronic conditions such as diabetes, hypertension, asthma, and other prevalent health concerns within the target population.

b. **Dental Care Services** - Preventive dental care will be provided, including comprehensive oral exams, radiographs, cleanings, fluoride treatments, sealants, periodontal assessments, and other essential hygiene services. Coordinated access to broader dental care will also be available, including general and pediatric dentistry, hygiene services, limited endodontics, minor emergency care, limited oral surgery, fillings, space maintainers, extractions, and prefabricated stainless-steel crowns. Patients with acute or complex dental needs will receive a written report and be referred for appropriate comprehensive care.

c. c. **Behavioral Health Care Outpatient** - Outpatient behavioral health services will include comprehensive assessments; individual, family, couples, and group therapy; psychiatric evaluation; medication management; substance use disorder treatment; and other evidence-based interventions, all provided by licensed behavioral health professionals. Care will also include routine screenings, crisis assessments, coordination with primary care and dental providers, and monitoring of high-risk medications. Patients requiring higher levels of care, such as PHP, IOP, or ACT, will receive a written report and be referred to appropriate community providers. Access to crisis resources, including the Doña Ana County Crisis Triage Center and the 988 Suicide & Crisis Lifeline, will be coordinated to ensure timely stabilization and continuity of care.

d. **Comprehensive Care Coordination Plan** - Care coordination services will help patients navigate the healthcare system, connect to needed medical and behavioral health services, and access community resources. Support will include assistance with referrals, follow-up appointments, communication with providers, and addressing social needs such as housing, food, transportation, and benefits enrollment. Staff will develop care plans for patients with more complex needs and will work with community partners to ensure continuity of care. Coordination efforts will be supported by electronic health record tools to improve service delivery and reduce gaps in care.

e. **Provider Education -** Provider education is offered regularly to strengthen clinical skills, support coordinated care, and ensure providers follow evidence-based practices. Staff receive ongoing training, protected time, and funding for conferences and continuing education so they can stay current with clinical standards and best practices, especially for caring for rural and underserved populations.

f. **Patient Education -** Patient education will provide information and guidance to help patients understand their health conditions, preventive care needs, treatment plans, and available community resources. Education efforts will promote health literacy, support chronic disease management, and ensure materials are culturally and linguistically appropriate. Sessions may be offered individually or in groups on topics such as chronic disease management, maternal and child health, behavioral health, healthy lifestyles, and navigating health coverage options. When additional needs are identified, appropriate materials or referrals to community or clinical resources will be provided to support patient well-being.

3. **La Clinica de Familia** — not to exceed $1,183,588.48
   a. **Primary Health Care** - Comprehensive primary medical care will be provided, including prevention, diagnosis, treatment, chronic disease management, medication management, routine screenings, laboratory testing, and coordination of specialty care. Pharmacy

b. **Dental Care** - Comprehensive dental services will be provided to maintain and improve oral health, including preventive care such as checkups, cleanings, X-rays, and sealants, as well as restorative treatments like fillings, crowns, bridges, emergency care, dentures, and periodontal services.
c. **Behavioral Health Care Outpatient -** In-person and telehealth behavioral health services delivered by licensed and credentialed professionals. Services include assessments, diagnoses, treatment planning, therapy, medication management, crisis intervention, care coordination, and intensive community-based support using the ACT model. The goal is to treat serious mental illness and substance use disorders, reduce crises, improve functioning, and decrease avoidable emergency visits, hospitalizations, and justice system involvement through coordinated, continuous care.

4. **Mesilla Valley Hospital** — not to exceed $200,200.00
    a. **Behavioral Health Care Outpatient** - The Intensive Outpatient Program provides structured, part-time treatment for individuals recovering from substance use disorders. Participants attend several hours of therapy each week and receive support through counseling, medication management, family involvement, and peer groups. The program uses evidence-based practices and offers ongoing support to help individuals maintain long-term recovery.
    b. **Behavioral Health Care Inpatient** - Inpatient behavioral health treatment for individuals ages seven and older. Care is delivered by licensed professionals and includes therapy, medication-assisted treatment, and case management for serious mental illness and substance use disorders. The hospital works with local courts and hospitals to accept patients in need of psychiatric hospitalization. Inpatient care is patient-centered, with individualized treatment plans and coordinated discharge planning to support transition to outpatient services. Family involvement and evidence-based treatments are included to support long-term recovery.

The Board is asked to delegate signature authority to the county manager for all related documents, including invoices, contracts, amendments, budgets, change orders, and any other related documents.

What Will BOCC Action Mean:

- **Vote "YES" =** This will approve the resolution and _____
- **Vote "NO" =** This will reject the resolution and _____
- **Vote to "Amend" =** The BOCC will change the resolution (if the amendment is approved)
- **Vote to "Table" =** The Resolution will not proceed, and will either be schedule for a future meeting ("tabled to a date certain") or will not be heard until the BOCC takes future action to bring it back ("tabled indefinitely")

Offeror Name	Evaluation Criteria Scores (out of 1,000-1100 points)							Overall Scores	
	Evaluator	Response & Approach	Experience & Qualifications	Cost Proposal & Budget Narrative	NM Resident Business Preference	NM Veteran Business Preference	Total Score	Overall Score	Rank
Amador Health Center	Stephanie Barrera	4.0	4.0	4.0	1.2	-	**13.2**	**58**	**2**
	Jamie Michael	5.0	4.0	4.0	1.2	-	**14.2**		
	Dawn Hommer	4.0	5.0	5.0	1.2	-	**15.2**		
	Anabel Canchola	5.0	5.0	4.0	1.2	-	**15.2**		
		-	-		-	-	**-**		
Ben Archer Health	Stephanie Barrera	4.0	4.0	4.0	1.2	-	**13.2**	**59**	**1**
	Jamie Michael	4.0	4.0	5.0	1.2	-	**14.2**		
	Dawn Hommer	5.0	5.0	5.0	1.2	-	**16.2**		
	Anabel Canchola	5.0	5.0	4.0	1.2	-	**15.2**		
					-	-	**-**		
Mesilla Valley Hospital	Stephanie Barrera	3.0	4.0	2.0	-	-	**9.0**	**42**	**4**
	Jamie Michael	4.0	4.0	3.0	-	-	**11.0**		
	Dawn Hommer	3.0	5.0	3.0	-	-	**11.0**		
	Anabel Canchola	4.0	4.0	3.0	-	-	**11.0**		
					-	-	**-**		
Harmony Road Recovery LLC	Stephanie Barrera	3.0	3.0	2.0	-	-	**8.0**	**33**	**5**
	Jamie Michael	3.0	2.0	2.0	-	-	**7.0**		
	Dawn Hommer	3.0	3.0	3.0	-	-	**9.0**		
	Anabel Canchola	3.0	3.0	3.0	-	-	**9.0**		
					-	-	**-**		
La Clinica De Familia Inc	Stephanie Barrera	4.0	4.0	4.0	-	-	**12.0**	**55**	**3**
	Jamie Michael	4.0	5.0	4.0	-	-	**13.0**		
	Dawn Hommer	5.0	5.0	5.0	-	-	**15.0**		
	Anabel Canchola	5.0	5.0	5.0	-	-	**15.0**		
					-	-	**-**		
Evolvement Behavioral Health (non-responsive)					-	-	**-**	**-**	**6**
					-	-	**-**		
					-	-	**-**		
					-	-	**-**		
					-	-	**-**		
		5	5	5	8%	10%			

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

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

Office of Performance and Budget	June 23, 2026
Initiating Department	**Meeting Date**
Mary Trail, Grant Manager	11
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

RESOLUTION ADOPTING THE 2028-2032 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP)

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

Staff requests the Board of County Commissioners approve a resolution for the 2028-2032 Infrastructure Capital Improvement Plan (ICIP)

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

-Executive Summary
-Resolution adopting the 2028-2032 Infrastructure Capital Improvement Plan (ICIP)
-Capital-Project Priority List (to be presented and reviewed live on June 23rd, 2026)

SUMMARY OF FINANCIAL IMPACT

No financial impact at this time, future impact once projects are recommended or chosen for funding.

ADMINISTRATIVE REVIEW AND APPROVAL

Laura Gutierrez, ICIP Coordinator	Created/Initiated - 6/16/2026
Mary Trail, Grant Manager	Approved - 6/17/2026
Lucio Luttrell, Deputy County Manager	Approved - 6/18/2026
Scott Andrews, County Manager	Final Approval - 6/18/2026

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County
BOCC Agenda Item Executive Summary

Meeting Date: June 23, 2026

Agenda Item Title: Approve Resolution Adopting Doña Ana County's 2028-2032 Infrastructure Capital Improvement Plan (ICIP)

Type of Action: Approve Resolution

Fiscal Impact: Allows for requesting funding from external agencies & State.

Strategic Plan Alignment: Basic needs for health and safety; Thriving natural world; Humane housing; Meaningful work/wealth; Reliable transportation; Belonging and Civic Muscle

Overview:

Staff requests the Board approve the enclosed resolution adopting the 2028-2032 Infrastructure Capital Improvement Plan for Doña Ana County and approval to seek and apply for funding for the 2028-2032 projects on the priority list as funding opportunities are made available.

Once the resolution and the 2028-2032 projects on the priority list are approved, staff will upload the required capital outlay project information into the State's database and submit packet by July 01, 2026, to the New Mexico Department of Finance and Administration per the State deadline for possible Legislative funding in the next Legislative Session. The Board is required to approve by resolution prior to submission to the Department of Finance and Administration (DFA).

What Will BOCC Action Mean:

- **Vote "YES" =** This will authorize the changes to the ICIP list
- **Vote "NO" =** The ICIP list will remain the same, and the identified projects will not be recognized by the State and other external funding entities
- **Vote to "Amend" =** The BOCC will change the resolution (if the amendment is approved)
- **Vote to "Table" =** The ICIP list will remain the same for now, and will either be scheduled for a future meeting ("tabled to a date certain") or will not be heard until the BOCC takes future action to bring it back ("tabled indefinitely")

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

RESOLUTION NO. 2026 _____

RESOLUTION ADOPTING THE 2028-2032
INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP)

WHEREAS, the County of Doña Ana recognizes that financing public capital improvements has become a major priority in New Mexico; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their infrastructure needs, establish priorities, and pursue
concrete actions and funding strategies to advance priority projects to construction;
and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short- and long-range capital financing efforts; and

WHEREAS, this process aids local and regional efforts to identify projects and selection of short and long-range capital financing strategies; and

WHEREAS, the County of Doña Ana desires to improve the process of financing public improvements projects with state, federal or local funding for capital projects identified in the Infrastructure Improvement Plan; and

WHEREAS, the Doña Ana Board of County Commission recognizes that state, federal and local notice of funding opportunities have specific, and at times, short submission deadlines; and

WHEREAS, the Doña Ana Board of County Commission desires to be more effective and proactive, hereby, directs staff to seek, prepare and submit applications as state, federal and local notices of funding opportunities become available; and

WHEREAS, the Doña Ana Board of County Commission retains its authority to accept and approve funding awards or contracts related to any funding opportunity application submitted by the County.

NOW THEREFORE, BE RESOLVED by the Board of County Commissioners of Dona Ana County that:

1) The County has adopted the attached Infrastructure Capital Improvement Plan (ICIP), and

2) It is intended that the Infrastructure Capital Improvement Plan (ICIP) represents the culmination of a multi-step process leading into the 2028-2032 period, focused on advancing rational, long-range capital planning and budgeting for New Mexico infrastructure, and

3) The County Manager is delegated signature authority and shall take all actions necessary to seek and apply for funding the Infrastructure Capital Improvement Plan projects, and

4) This resolution supersedes Resolution 2025-77

Resolved in the Board session this 23rd of June, 2026.

BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY, NEW MEXICO

Manuel A. Sanchez, District 5, Chair	**For/Against**
Gloria Gameros, District 2, Vice Chair	**For/Against**
Christopher Schaljo-Hernandez, District 1	**For/Against**
Susie Kimble, District 3	**For/Against**
Susana Chaparro, District 4	**For/Against**

ATTEST:

Amanda López Askin, Ph.D.
County Clerk

Doña Ana County

2028-2032 Infrastructure Capital Improvement Plan

Laura Gutierrez, ICIP Coordinator

June 23, 2026

AGENDA

- Presentation of Infrastructure Capital Improvement Projects 2028-2032- Team Retreat Feedback/Ranking Results - by District

- Next steps and deadlines.

Doña Ana County

Doña Ana County 2028-2032 ICIP Projects Team Retreat Feedback/Voting Results by District

District	Project	Votes	Percentage
District 1	Third Judicial District Court Expansion	13	35.1%
District 1	DAFR Mesquite Fire Station #40	13	35.1%
District 1	Fire Administration Building	14	37.8%
District 1	Mesilla Valley Regional Dispatch Ctr. Improvements	20	54.1%
District 1	Amphitheater at County Fairgrounds	21	56.8%
District 1	Picacho Hills Secondary School	5	14.3%
District 1&2	**High Mesa Road**	**24**	**64.9%**
District 2	Doña Ana County Anthony Community Center Vehicles	1	2.8%
District 2	South Central Regional Wastewater Treatment Facility Building Improv	6	16.7%
District 2	Water Well for Santa Teresa Port of Entry and Industrial Park	7	19.4%
District 2	Jetport Terminal Building	7	19.4%
District 2	DAFR Santa Teresa Fire Station #54	8	22.2%
District 2	Santa Teresa 2-Million Gallon Elevated Water Tank	8	22.2%
District 2	South Central Wastewater Water Lab Renovation and Expansion	8	22.2%
District 2	La Union Drainage Improvements	11	30.6%
District 2	South Central Wastewater Treatment and Collection System Improvem	12	33.3%
District 2	La Union Wastewater Collection System Improvements	15	41.7%
District 2	Southern Recreation/Service Center	13	38.2%
District 2	**Vado/Del Cerro Drainage Improvements**	**25**	**69.4%**
District 3	East Mesa Flood Control Improvements	12	35.3%
District 3	Community Land Trust - Affordable Housing Project #1	14	41.2%
District 3	Chaparral Drainage	19	55.9%
District 3	Chaparral Wastewater Treatment Plant and Collection System Improve	20	58.8%
District 3	County Road A-74 and De Lara Estates Road	6	16.2%
District 3	**Chaparral Wastewater Treatment Plant and Effluent Disposal Sys**	**22**	**64.7%**
District 4	Domestic Violence Shelter	17	50.0%
District 4	Brahman Diversion Channel (Dragonfly) Construction	26	76.5%
District 4	Arroyo/Rinconada/Engler Regional Connector Road	29	85.3%
District 4	DAFR Organ Fire Station #10	29	85.3%
District 5	Radium Springs I-25 Pond	10	28.6%
District 5	Aerospace Industrial Park	14	40.0%
District 5	Northern Recreation/Service Center	17	48.6%
District 5	Doña Ana Road	19	54.3%
District 5	Salem Drainage Improvements-Phase I	19	54.3%
District 5	**DAFR Hatch Station/Community Center**	**21**	**60.0%**

Doña Ana County

Doña Ana County 2028-2032 ICIP Projects Team Retreat Feedback/Voting Results by District cont'd

Top 10 Overall			
Rank	Project	District	Votes
1	Arroyo/Rinconada/Engler Regional Connector Road	District 4	29
1	DAFR Organ Fire Station #10	District 4	29
3	Brahman Diversion Channel (Dragonfly) Construction	District 4	26
4	Vado/Del Cerro Drainage Improvements	District 2	25
5	High Mesa Road	District 1	24
6	Chaparral Wastewater Treatment Plant and Effluent Disposal System Improvements	District 3	22
7	DAFR Hatch Station/Community Center	District 5	21
8	Amphitheater at County Fairgrounds	District 1	21
9	Chaparral Wastewater Treatment Plant and Collection System Improvements	District 3	20
10	Chaparral Drainage	District 3	19

Doña Ana County

Next steps and deadlines



Board of County Commissioners approval by Resolution of the prioritized 2028-2032 ICIP list in the BOCC-Regular Meeting – June 23, 2026

Submission of the approved list and Resolution to the NM Department of Finance and Administration by July 1, 2026 — the deadline

Doña Ana County

Doña Ana County
2028-2032 Infrastructure Capital Improvement Plan
New Mexico Department of Finance and Administration ICIP Listing
Date June 23, 2026

House District	Senate District	Commission District	Project Number	Project Title	Legislative Language	Total Project Cost	FY2028 Potential Amount	Department Responsible
38	35	4	28-0061	**Arroyo/Rinconada/Engler Regional Connector Road**	to acquire land, plan, design, construct and equip a regional connector road and a multi-use path and related infrastructure from Arroyo Road to Rinconada Road, and then Engler Road to Interstate 25, for a total distance of 6.5 miles	**$ 20,000,000.00**	**$ 2,000,000.00**	Engineering & Roads - Dan Sombrano
38	35	4	28-0166	**DAFR Organ Fire Station #10**	to plan, design, construct, furnish and equip a replacement fire station serving the Organ and East Mesa regions in Dona Ana county	**$ 7,000,000.00**	**$ 1,750,000.00**	Fire & Rescue - Sean Heck
38	35	4	26085-New 2028 ICIP # 28-0332	**Brahman Diversion Channel (Dragonfly) Construction**	to plan, design, acquire, construct and equip a flood control structure approximately four miles north of Highway 70 at Holman Road. This project is an outfall channel for the proposed Brahman Dam. The channel will route drainage waters to an area known as Isaaks lake	**$ 44,250,000.00**	**$ 3,000,000.00**	Flood Commission-Michael Garza
34	38	2	38896	**Vado/Del Cerro Drainage Improvements**	to acquire and construct Flood Improvements to the Vado Channel in compliance with proposed recommendations in Vado/Del Cerro. Improvements to include increasing storage in ponding areas and increasing resilience of channel conveyance	**$ 10,000,000.00**	**$ 2,500,000.00**	Flood Commission-Michael Garza
33, 37	35, 38	1,2	28-0060	**High Mesa Road**	to acquire land, plan, design, and construct a new County road on West Mesa that connects the Santa Teresa Industrial Park to the City of Las Cruces Industrial Park, with a loop extending to Corralitos Road Interchange with Interstate 10, and with connector roads to La Union, Chamberino, La Mesa, and Mesilla	**$ 187,000,000.00**	**$ 5,000,000.00**	Engineering & Roads - Dan Sombrano
53	37	3	28-0176	**Chaparral Wastewater Treatment Plant and Effluent Disposal System Improvements**	to plan, design, construct, furnish, equip, and improve the Chaparral Wastewater Treatment Plant and Effluent Disposal System Improvements	**$ 4,000,000.00**	**$ 4,000,000.00**	Utilities - Mireya Rascon

38	36	5	28-0163	**DAFR Hatch Station / Community Center**	to plan, design, construct, furnish, and equip a new fire station for Dona Ana County Fire & Rescue in the Village of Hatch, including apparatus bays, living quarters, training and support space, site improvements, utilities, parking, and all related infrastructure necessary to support fire and emergency medical services operations	**$ 7,000,000.00**	**$ 1,350,000.00**	Fire & Rescue - Sean Heck
33, 37	35, 38	1	28-0062	**Amphitheater at County Fairgrounds**	to acquire land, plan, design, construct, and equip a new multipurpose recreation and service center north of Las Cruces. The first $29,000,000 will be funded by the County through a General Obligation Bond approved by voters in November 2025	**$ 55,000,000.00**	**$ 1,000,000.00**	Facilities & Parks - Justin Weaver
33, 35, 37	38	1	28-0123	**Mesilla Valley Regional Dispatch Ctr. Improvements**	to plan, design and construct structural improvements to the Mesilla Valley Regional Dispatch Center in Dona Ana county	**$ 800,000.00**	**$ 800,000.00**	Facilities & Parks - Justin Weaver
53	37	3	28-0116	**Chaparral Wastewater Treatment Plant and Collection System Improvements**	to plan, design, construct, furnish, equip, and improve the Chaparral Wastewater Treatment and Collection System Improvements	**$ 16,000,000.00**	**$ 4,000,000.00**	Utilities - Mireya Rascon
35, 36	36, 37	5	43189	**Doña Ana Road**	to plan, design, reconstruct roadway and drainage improvements on Dona Ana Road in the Dona Ana Community in Dona Ana county	**$ 2,150,000.00**	**$ 215,000.00**	Engineering & Roads - Dan Sombrano
53	31	3	41413	**Chaparral Drainage**	to acquire, plan, equip, design, and construct flood control improvements in the community of Chaparral, NM. This phase includes development of the NW drainage system as highlighted in 2021 Drainage Master Plan to include conveyance and attenuation of flows into an existing playa	**$ 18,000,000.00**	**$ 3,240,000.00**	Flood Commission-Michael Garza
35, 37, 53	37, 38	5	36736	**Salem Drainage Improvements-Phase I**	to plan, design equip, design, and construct a retention pond complete with both a principal outlet and emergency spillway to detain runoff generated north of Salem. The pond will be sized to detain the 10-year storm and the outlet will release a controlled volume of detained water to continue downstream along its natural course. Should the pond ever become silted in, the spillway would still	**$ 3,000,000.00**	**$ 462,000.00**	Flood Commission-Michael Garza

38	35	4	28-0058	**Domestic Violence Shelter**	to plan, design, and prepare construction documents for a comprehensive domestic violence program and emergency shelter campus in Dona Ana County, New Mexico	**$ 16,600,100.00**	**$ 2,000,000.00**	ACM- Stephen Lopez
35, 37, 53	37, 38	5	28-0063	**Northern Recreation/Service Center**	to acquire land, plan, design, construct, and equip a new multi-purpose recreation and service center south of Las Cruces. The first $40,000,000 will be funded by the County through a General Obligation Bond approved by voters in November 2025	**$ 60,000,000.00**	**$ 6,000,000.00**	Facilities & Parks - Justin Weaver
34	38	2	28-0114	**La Union Wastewater Collection System Improvements**	to plan, design. construct, furnish and equip La Union lift stations and collection system improvement's	**$ 2,000,000.00**	**$ 380,000.00**	Utilities - Mireya Rascon
38	36	5	28-0065	**Aerospace Industrial Park**	to acquire land, plan, design, and construct an aerospace industrial park in the northern part of the County, to include extensions of utilities and placement of infrastructure	**$ 50,000,000.00**	**$ 25,000,000.00**	Economic Development - Denisse Carter
33, 37	35, 38	1	28-0122	**Fire Administration Building**	to plan, design, construct, furnish, and equip an administrative services building for Dona Ana County Fire & Rescue, including offices for administration and fire prevention, logistics and fleet maintenance support space, site improvements, parking, utilities, and all related infrastructure necessary to support fire and emergency medical services operations	**$ 15,000,000.00**	**$ 5,500,000.00**	Fire & Rescue - Sean Heck
53	37	3	28-0066	**Community Land Trust - Affordable Housing Project #1**	to design and construct a Community Land Trust, a high-impact, shared-equity initiative designed to secure permanent housing affordability in Dona Ana county	**$ 60,480,556.38**	**$ 7,300,000.00**	Daniela Andrade
33, 35, 37	38, 37	1	39029-New 2028-ICIP # 28-0243	**Third Judicial District Court Expansion**	to plan, design, construct, renovate and equip, and address common area needs to include but not limited to main entrance, lobby, waiting areas, public restrooms, and any other areas open to the public. County added architectural deign for $680,000 and $1, 651,000 from 2024 Capital Outlay to the Third Judicial District Court in Dona Ana county	**$ 65,000,000.00**	**$ 15,000,000.00**	Facilities & Parks - Justin Weaver

53	37	2	28-0064	**Southern Recreation/Service Center**	to acquire land, plan, design, construct, and equip a new multi-purpose recreation and service center south of Las Cruces. The first $40,000,000 will be funded by the County through a General Obligation Bond approved by voters in November 2025	**$ 60,000,000.00**	**$ 6,000,000.00**	Facilities & Parks - Justin Weaver
38	38	1	28-0165	**DAFR Mesquite Fire Station #40**	to plan, design, construct, furnish, and equip a replacement fire station for Dona Ana County Fire & Rescue Station 40, including apparatus bays, living quarters, training and support space, site improvements, utilities, parking, and all related infrastructure necessary to support fire and emergency medical services operations	**$ 1,500,000.00**	**$ 1,500,000.00**	Fire & Rescue - Sean Heck
53	37	3	35365	**East Mesa Flood Control Improvements**	to plan, design, acquire and construct the Moongate Road drainage facility. To include discharge from our existing East Mesa Ponds, along Arroyo Road, across Moongate Road and into a pond west of Moongate. DAC will follow policies and procedures and comply with the NM Procurement Code to complete this project	**$ 4,095,000.00**	**$ 2,250,000.00**	Flood Commission-Michael Garza
34	38	2	28-0115	**South Central Wastewater Treatment and Collection System Improvements**	to plan, design, construct, furnish, equip and improve the South Central Wastewater Collections system in Dona Ana county	**$ 5,000,000.00**	**$ 5,000,000.00**	Utilities - Mireya Rascon
34	38	2	38900	**La Union Drainage Improvements**	to acquire, plan, design, equip and construct improvements to existing drainage conditions in La Union, Dona Ana county	**$ 958,430.00**	**$ 1,500,000.00**	Flood Commission-Michael Garza
35, 37, 53	37, 38	5	43178	**Radium Springs I-25 Pond**	to plan, design, acquire and construct ponding facility adjacent to I-25 that will attenuate flows coming underneath I-25. Flows will be released via storm drain under Meador Road to downstream storage	**$ 2,500,000.00**	**$ 800,000.00**	Flood Commission-Michael Garza
34	38	2	28-0164	**DAFR Santa Teresa Fire Station #54**	to plan, design, construct, furnish, and equip a replacement fire station for Dona Ana County Fire & Rescue Station 54, including relocation of the station to a more strategic site to improve response coverage and operational efficiency. The project includes apparatus bays, living quarters, training and support space, site improvements, utilities, parking, and all related infrastructure necessary to support fire and emergency medical services operations	**$ 11,200,000.00**	**$ 2,000,000.00**	Fire & Rescue - Sean Heck

34	38	2	28-0334	**Santa Teresa 2-Million Gallon Elevated Water Tank**	to plan, design, construct, and equip a new elevated 2-million gallon water tank, to include water line extensions, valves, and related infrastructure, in the vicinity of the above location to provide another water source for the Santa Teresa Industrial area and Santa Teresa Port of Entry. (NOTE: Actual siting will be based on engineering design.)	**$ 11,000,000.00**	**$ 2,500,000.00**	Utilities - Mireya Rascon
34	38	2	27-0078	**South Central Wastewater Water Lab Renovation and Expansion**	to renovate, construct, and equip the lab which services countywide waste water treatment systems.	**$ 5,500,000.00**	**$ 5,000,000.00**	Utilities - Mireya Rascon
34	38	2	27-0074	**Water Well for Santa Teresa Port of Entry and Industrial Park**	to plan, design, construct, and equip a new water well, to include water line extensions, valves, and related infrastructure, in the vicinity of the above location to provide another water source for the Santa Teresa Industrial area and Santa Teresa Port of Entry	**$ 8,000,000.00**	**$ 2,400,000.00**	Utilities - Mireya Rascon
34	38	2	43241	**Jetport Terminal Building**	to plan, design, and construct a terminal/office building at the Dona Ana County International Jetport that would provide an additional source of revenue for airport operations	**$ 15,500,000.00**	**$ 5,500,000.00**	DAC Jetport - Jody Young
33, 35, 37	35	3	30-0001	**County Road A-74 and De Lara Estates Road**	to plan, design, construct and reconstruct roadway and drainage improvements on County Road A-74 and De Lara Estates Road in the Chaparral Community in Dona Ana county	**$ 2,400,000.00**	**$ 426,300.00**	Engineering & Roads - Dan Sombrano
34	38	2	28-0175	**South Central Regional Wastewater Treatment Facility Building Improvements**	to plan, design, construct, furnish, equip and improve the South Central Regional Wastewater Treatment Plant buildings to include the wastewater laboratory and construction of new operations facility	**$ 8,000,000.00**	**$ 2,400,000.00**	Utilities - Mireya Rascon
36, 38	35	1	35312	**Picacho Hills Secondary Access**	to plan, design, acquire property and easements for roadway improvements necessary to provide secondary access to the Picacho Hills area in Dona Ana county	**$ 5,000,000.00**	**$ 700,000.00**	Engineering & Roads - Dan Sombrano
34	38	2	28-0085	**Doña Ana County Anthony Community Center Vehicles**	to purchase, equip, and furnish vehicles for the Anthony Community Center in Dona Ana county	**$ 268,470.00**	**$ 268,470.00**	Facilities & Parks - Justin Weaver
						$ 784,202,556.38	**$ 128,741,770.00**	

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

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

Financial Services Department	June 23, 2026
Initiating Department	**Meeting Date**
Michael Perez, Purchasing Manager	12
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

RESOLUTION ESTABLISHING PROTOCOLS FOR RECEIPT OF DONATIONS

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

Doña Ana County Board of Commissioners approved and adopted Resolution 2017-53 Establishing Protocol for Receipts of Donations to Fire and Emergency Services Units from a member or members of public. The request is to approve a resolution expanding the scope of the policy to include other departments of Doña Ana County, to help support a variety of departments and programs and effectively administer the handling funds received by donation. This expanded donation policy applies to all County departments and personnel. If the donation is offered for a particular purpose, the wishes of the donor should be honored wherever and whenever it is practical to do so. Doña Ana County Resolution 2017-53 will be superseded.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Resolution establishing protocols for receipt of donations

SUMMARY OF FINANCIAL IMPACT

No financial impact at this time

ADMINISTRATIVE REVIEW AND APPROVAL

Laura Gutierrez, ICIP Coordinator	Created/Initiated - 6/12/2026
Asma Dawood, Finance Director	Approved - 6/12/2026
Lucio Luttrell, Deputy County Manager	Approved - 6/16/2026
Scott Andrews, County Manager	Final Approval - 6/17/2026

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County
BOCC Agenda Item Executive Summary

Meeting Date:	June 23, 2026
Agenda Item Title:	Approve Resolution Establishing Protocols for Receipt of Donations
Type of Action:	Approve Resolution
Fiscal Impact:	Allows accepting donations from a member or members of public
Strategic Plan Alignment:	Basic needs for health and safety; Thriving natural world; Humane housing; Meaningful work/wealth; Reliable transportation; Belonging and Civic Muscle

Overview:
Doña Ana County Board of Commissioners approved and adopted Resolution 2017-53 Establishing Protocol for Receipts of Donations to Fire and Emergency Services Units from public. Below is the audit finding from Special Audit with the recommendation for expanding the scope of the resolution.

Finding Title
Donations Received and Disbursed Outside County Treasury, Financial Controls, and DFA Reporting Requirements Resulting in Potential Anti-Donation Clause Violations (DASO/DATO/FIN)

Action Needed
Reminder to all staff on handling of monetary donations; evaluate Resolution 2017-53 for possible change or replacement for all departments; Formalize donation management with Community Foundation of Southern NM

Responsible Official
Sheriff; Treasurer; Director of Finance

Next Deadline:
6/30/2026

The request is to approve a resolution expanding the scope of the policy to include other departments of Doña Ana County, to help support a variety of departments and programs and effectively administer the handling funds received by donation. This expanded donation policy applies to all County departments and personnel.

If the donation is offered for a particular purpose, the wishes of the donor should be honored wherever and whenever it is practical to do so. Doña Ana County Resolution 2017-53 will be superseded.

What Will BOCC Action Mean:

- **Vote "YES" =** This will approve the resolution to include all departments
- **Vote "NO" =** The resolution will only apply to Fire Services
- **Vote to "Amend" =** The BOCC will change the resolution (if the amendment is approved)
- **Vote to "Table" =** Will either be scheduled for a future meeting ("tabled to a date certain") or will not be heard until the BOCC takes future action to bring it back ("tabled indefinitely")

DOÑA ANA COUNTY

RESOLUTION NO. 2026-_____

RESOLUTION ESTABLISHING PROTOCOLS FOR RECEIPT OF DONATIONS

WHEREAS, from time to time the Dona Ana County departments or personnel receive a monetary donation from a member or members of public; and

WHEREAS, the Doña Ana County Board of Commissioners approved and adopted Resolution 2017-53 Establishing Protocol for Receipts of Donations to Fire and Emergency Services Units. It addresses the instances of when the Doña Ana County Fire and Emergency Services Department administration receives a monetary donation from a member or members of public; and

WHEREAS, expanding the scope that policy to include other departments of Doña Ana County would help support a variety of departments and programs and more effectively administer the handling funds received by donation. This expanded donation policy applies to all County departments and personnel; and

WHEREAS, proposed rules, regulations, protocols, procedures, and bylaws as well as modifications to same shall be made and forwarded to the County Manager for review, and

WHEREAS, any money received as a donation should be gratefully accepted, and if the donation is offered for a particular purpose, the wishes of the donor should be honored wherever and whenever it is practical to do so; and

WHEREAS, generally accepted accounting principles and New Mexico laws require such money to be properly accounted for and subject to regular auditing along with all other public funds under the control and custody of Board of County Commissioners;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Doña Ana County, New Mexico, that any donation received by the County or by any personnel associated with the County, shall immediately be turned in to the County Financial Services Department along with any information identifying which department is associated with the donation as well as any other documentation that may be related to such donation; and

BE IT FURTHER RESOLVED, that any donated funds heretofore received and held in custody of any department or County personnel, or kept on deposit with any financial institution on behalf of such department of personnel, shall be transferred to the County Financial Services Department forthwith along with appropriate accompanying information and documentation; and

BE IT FURTHER RESOLVED, that the County Manager, in consultation with the Director of the Financial Services Department, shall determine how any donation shall be accounted for and incorporated into the County's budget, and such determination shall not be subject to review; and

BE IT FURTHER RESOLVED, that Doña Ana County Resolution 2017-53 is hereby superseded.

APPROVED AND ADOPTED this 23 day of June, 2026, by the Board of County Commissioners of Doña Ana County, State of New Mexico.

BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY, NEW MEXICO

Manuel A. Sanchez, District 5, Chair	**For/Against**
Gloria Gameros, District 2, Vice Chair	**For/Against**
Christopher-Schaljo Hernandez, District 1	**For/Against**
Susie Kimble, District 3	**For/Against**
Susana Chaparro, District 4	**For/Against**

ATTEST:

_____
Amanda López Askin, Ph.D.
County Clerk

Doña Ana County

Resolution Establishing Protocols for Receipt of Donations

June 23, 2026

Resolution 2017-53 : For Fire donations

- Doña Ana County Board of Commissioners approved and adopted Resolution 2017-53 Establishing Protocol for Receipts of Donations to Fire and Emergency Services Units from public

- Allowed accepting donations from a member or members of public

- If the donation is offered for a particular purpose, the wishes of the donor should be honored wherever and whenever it is practical to do so.

Special Audit finding

Below is the audit finding from Special Audit with the recommendation for expanding the scope of the resolution.

Finding Title: Donations Received and Disbursed Outside County Treasury, Financial Controls, and DFA Reporting Requirements Resulting in Potential Anti-Donation Clause Violations

Action Needed: Reminder to all staff on handling of monetary donations; evaluate Resolution 2017-53 for possible change or replacement for all departments;

Responsible Official: Sheriff; Treasurer; Director of Finance

Next Deadline: 6/30/2026

Request for expanding scope of Resolution

- Resolution Establishing Protocols for Receipt of Donations
- To approve a resolution expanding the scope of the policy to include other departments to help support a variety of departments and programs and effectively administer the handling funds received by donation.
- Doña Ana County Resolution 2017-53 will be superseded which was limited to Fire and Emergency Services Units .
- This expanded donation policy applies to all County departments and personnel. If the donation is offered for a particular purpose, the wishes of the donor should be honored wherever and whenever it is practical.

QUESTIONS



DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

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

Doña Ana County Board of Commissioners	June 23, 2026
Initiating Department	**Meeting Date**
Susie Kimble, Commissioner, District 3	13
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE RESOLUTION AMENDING RESOLUTION NO. 2025-23 TO CHANGE THE AGENDA CATEGORY TITLE FROM "APPROVALS" TO "ACTION ITEMS.

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

The proposed resolution amends Resolution No. 2025-23 to change the agenda category title from "Approvals" to "Action Items." The amendment is intended to provide greater clarity and transparency regarding items requiring formal action by the Board of County Commissioners. The proposed change is administrative in nature and does not have a fiscal impact.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Resolution 2025-23
Resolution

SUMMARY OF FINANCIAL IMPACT

ADMINISTRATIVE REVIEW AND APPROVAL

Gloria Maldonado, Executive Administrative Assistant	Created/Initiated - 6/16/2026
Scott Andrews, County Manager	Final Approval - 6/17/2026

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County
BOCC Agenda Item Executive Summary

Meeting Date:	June 23, 2026
Agenda Item Title:	Approve Resolution Amending Resolution No. 2025-23 to Change the Agenda Category Title from “Approvals” to “Action Items.”
Type of Action:	Approve Resolution Amending Resolution No. 2025-23 to Change
Fiscal Impact:	Approval of Resolution Amendment
Strategic Plan Alignment:	Supports transparency, accountability, and effective governance by improving the clarity, consistency, and organization of Board of County Commissioners meeting agendas.

Overview:

The proposed resolution amends Resolution No. 2025-23 to change the agenda category title from **“Approvals”** to **“Action Items.”** The revised title more accurately reflects the purpose of agenda items requiring formal action by the Board of County Commissioners. This change is intended to enhance transparency, improve public understanding of Board actions, and establish consistency in agenda formatting and meeting administration. The amendment is administrative in nature and does not alter any existing Board authority, policies, or procedures.

What Will BOCC Action Mean:

- **Vote “YES” =** This will approve the amendment to resolution No. 2025-23 and change the agenda category titles from “Approvals to “Action Items” for future Board of County Commissioners agenda.
- **Vote “NO” =** This will reject the proposed amendment, and the agenda category title will remain “Approvals”
- **Vote to “Amend” =** The BOCC will change the resolution (if the amendment is approved)
- **Vote to “Table” =** The Resolution will not proceed, and will either be schedule for a future meeting (“tabled to a date certain”) or will not be heard until the BOCC takes future action to bring it back (“tabled indefinitely”)

RESOLUTION NO. 2025-23

RESOLUTION AMENDING SECTION 5-3 OF THE CODE OF DOÑA ANA COUNTY ORDER OF BUSINESS MEETING OF THE BOARD OF COUNTY COMMISSIONERS

WHEREAS, on February 11, 2003, the Board of County Commissioners ("BOCC") passed Resolution 2003-22 Establishing Rules of Decorum for the Board of County Commissioners; and

WHEREAS, Resolution 2003-22 was included in the Code of Doña Ana County, as Chapter 5, by Ordinance 235-2011; and

WHEREAS, on August 8, 2021, the BOCC adopted Resolution No. 2021-74 making changes to section 5-3 of the Code of Doña Ana County; and

WHEREAS, on February 13, 2024, the BOCC adopted Resolution No. 2024-36 making further changes to 5-3 of the Code of Doña Ana County; and

WHEREAS, it has been determined that further amending portions of section 5-3D, of the Code of Doña Ana County will result in more productive and efficient meetings;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Doña Ana County section 5-3D, of the Code of Doña Ana County shall be amended as follows:

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RESOLUTION Deputy: Jessica Hernndez
Amanda López Askin, County Clerk, Dona Ana, NM

A. Order of business.

(1) The normal order of business at meetings shall be as follows, subject to changes to the agenda as approved by the Board:

(a) Invocation moment of silence

(b) Pledge of Allegiance

(c) Roll call, determination of quorum and convene as Board.

(d) Changes to the agenda.

(e) Consent agenda. The consent agenda shall consist of multiple agenda items that will be voted on in a single vote. Any item on the consent agenda may be pulled for separate discussion and/or vote at the request on any commissioner).

(f) Employee Recognition

(g) Proclamations

(h) Public input as to items not on the agenda in accordance with section H(1).

(i) Commission input

(j) Elected Official input

(k) Staff input as approved by the County Manager (Staff input should be limited to brief items to provide the commission and the public information on recent developments and events and similar items, lengthy presentations or lengthy updates should be included in the presentation or approval section)

(l) Presentations

(m) Approval of minutes.

~~(n) Approvals~~.

(o) Ordinances/public hearings.

(p) Commission Input (Follow-up)

(q) Correspondence.

(r) Closed session, if any.

Resolved this 28th day of January, 2025.

BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, District 1, Chair **For/Against**

Susana Chaparro, District 4, Vice Chair **For/Against**

Gloria Gameros, District 2 **For/Against**

Shannon Reynolds, District 3 **For/Against**

Manuel A. Sanchez, District 5 **For/Against**

ATTEST:

Amanda López Askin, Ph.D.
County Clerk

RESOLUTION NO. 2026-_____

A RESOLUTION AMENDING SECTION 5-3 OF THE CODE OF DOÑA ANA COUNTY PERTAINING TO THE ORDER OF BUSINESS FOR MEETINGS OF THE BOARD OF COUNTY COMMISSIONERS

WHEREAS, on February 11, 2003, the Board of County Commissioners ("BOCC") adopted Resolution No. 2003-22 establishing Rules of Decorum for the Board of County Commissioners; and

WHEREAS, Resolution No. 2003-22 was incorporated into the Code of Doña Ana County as Chapter 5 by Ordinance 235-2011; and

WHEREAS, Resolution No. 2025-23 amended Section 5-3 of the Code of Doña Ana County pertaining to the order of business for meetings of the Board of County Commissioners; and

WHEREAS, the BOCC desires to further amend Section 5-3(D)(1) of the Code of Doña Ana County to revise the order of business and rename the agenda section currently titled "Approvals" to "Action Items"; and

WHEREAS, the BOCC finds that the amendment will provide greater clarity regarding agenda items requiring Board action;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Doña Ana County that Section 5-3(D)(1) of the Code of Doña Ana County is hereby amended to read as follows:

Section 5-3(D)(1) Order of Business

The normal order of business at meetings shall be as follows, subject to changes to the agenda as approved by the Board:

(a) Invocation/Moment of Silence

(b) Pledge of Allegiance

(c) Roll Call, Determination of Quorum and Convene as Board

(d) Changes to the Agenda

(e) Consent Agenda. The consent agenda shall consist of multiple agenda items that will be voted on in a single vote. Any item on the consent agenda may be pulled for separate discussion and/or vote at the request of any Commissioner.

(f) Employee Recognition

(g) Proclamations

(h) Public Input as to Items Not on the Agenda in Accordance with Section H(1)

(i) Commission Input

(j) Elected Official Input

(k) Staff Input as Approved by the County Manager (Staff input should be limited to brief items to provide the Commission and the public information on recent developments and events and similar items. Lengthy presentations or lengthy updates should be included in the Presentation or Action Items section.)

(l) Presentations

(m) Approval of Minutes

(n) Action Items

(o) Ordinances/Public Hearings

(p) Commission Input (Follow-up)

(q) Correspondence

(r) Closed Session, if any

RESOLVED this 23rd day of June, 2026 .

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

Manuel A. Sanchez, District 5, Chair	☐ For ☐ Against
Gloria Gameros, District 2, Vice Chair	☐ For ☐ Against
Christopher Schaljo-Hernandez, District 1	☐ For ☐ Against
Susie Kimble, District 3	☐ For ☐ Against
Susana Chaparro, District 4	☐ For ☐ Against

ATTEST:

_____

Amanda López Askin, Ph.D.
County Clerk

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

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

Doña Ana Sheriff's Office	June 23, 2026
Initiating Department	**Meeting Date**
Kim Stewart, Sheriff	14
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE THE ADD-ON AND USE OF AI FOR AN EIGHT (8) YEAR CONTRACT, TO BE INCLUDED IN DASO'S CURRENT AXON SYSTEM USING SOURCEWELL CONTRACT# 101223 IN THE AMOUNT OF $1,091,401.33 FOR THE FIRST YEAR AND $1,422,071.52 FOR THE REMAINING SEVEN (7) YEARS. THE COMMISSION IS ASKED TO DELEGATE SIGNATURE AUTHORITY TO THE COUNTY MANAGER FOR ALL RELATED DOCUMENTS.

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

Doña Ana County Sheriff's Department requires the Axon AI Era Plan to enhance operational efficiency, improve investigative capabilities, and maximize the use of deputy resources. The plan provides advanced AI-powered tools that automate report writing, transcribe and analyze body-worn camera footage, organize digital evidence, and streamline case preparation. These capabilities significantly reduce administrative workload and overtime costs, allowing deputies and investigators to spend more time focused on public safety, criminal investigations, and community engagement. By using this new technology, the Axon AI Era Plan will improve case management, increase productivity, and provide the Sheriff's Department with the tools necessary to meet the growing demands of modern law enforcement while delivering enhanced service to the citizens of Doña Ana County.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary

Sourcewell contract# 101223

Axon Quote

Axon PowerPoint

Resolution 2024-134

SUMMARY OF FINANCIAL IMPACT

Funds are included in the Sheriff's Office budget for FY27.

ADMINISTRATIVE REVIEW AND APPROVAL

Erika Enriquez, Department Manager — Created/Initiated - 6/2/2026

Asma Dawood, Finance Director	Approved - 6/3/2026
Michael Perez, Purchasing Manager	Approved - 6/17/2026
Erika Enriquez, Department Manager	Final Approval - 6/18/2026

DOCUMENT CONTROL

For Signature: Yes	**For Recording:** No	**Deadline for Return:**

Doña Ana County
Sheriff's Office
Executive Summary

Meeting Date: June 23, 2026

Agenda Item Title:

Approve the add-on and use of AI for an eight (8) year contract, to be included in DASO's current Axon system using Sourcewell contract# 101223 in the amount of $1,091,401.33 for the first year and $1,422,071.52 for the remaining seven (7) years. The Commission is asked to delegate signature authority to the County Manager for all related documents.

Overview:

Doña Ana County Sheriff's Department requires the Axon AI Era Plan to enhance operational efficiency, improve investigative capabilities, and maximize the use of deputy resources. The plan provides advanced AI-powered tools that automate report writing, transcribe and analyze body-worn camera footage, organize digital evidence, and streamline case preparation. These capabilities significantly reduce administrative workload and overtime costs, allowing deputies and investigators to spend more time focused on public safety, criminal investigations, and community engagement. By using this new technology, the Axon AI Era Plan will improve case management, increase productivity, and provide the Sheriff's Department with the tools necessary to meet the growing demands of modern law enforcement while delivering enhanced service to the citizens of Doña Ana County.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

Solicitation Number: 101223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Axon Enterprise, Inc., 17800 N. 85th St., Scottsdale, AZ 85255-6311 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires December 15, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services will perform in accordance with the manufacturer's specifications. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities, in accordance with Supplier's warranty process. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity in accordance with Supplier's warranty process.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

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- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

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Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract. For avoidance of doubt, if a Participating Entity order extends beyond the Contract's expiration or cancellation, in addition to the survival terms set forth in Section 1.B of this Contract, Supplier's Master Services and Purchasing Agreement (MSPA) shall also apply, governing the order until all obligations of both the Participating Entity and Supplier are fulfilled.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. The Supplier's Master Services and Purchasing Agreement (MSPA) attached hereto as Exhibit A is hereby added and incorporated into this Contract. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

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7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

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Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Supplier be liable for any special, indirect, incidental, exemplary, or consequential damages for any cause of action, whether in contract or tort. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

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a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Axon Enterprise, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: 55DAEBB131A4424...
By: _____	By: _____
Jeremy Schwartz	Robert Driscoll
Title: Chief Procurement Officer	Title: Vice President Legal, Associate General Counsel
Date: 2/6/2024 | 12:43 PM CST	Date: 2/6/2024 | 11:02 AM MST

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Exhibit A
Axon Master Services and Purchasing Agreement (MSPA)

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This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.

   7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,**

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fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

18.10. **Governing Law**. The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:	**AGENCY**:
Choose an item.	_____
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Axon Cloud Services Terms of Use Appendix

1. Definitions.

    a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

    b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

    c. "**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

    d. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

    a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

    b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic

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screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook"**) to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

   For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

    b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

    c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

    d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon

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may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

14. **After Termination**. Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15. **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16. **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

17. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

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Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Dock access

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Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

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Return of Old Weapons
Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)
• Instructor-led setup of Axon VR headset content • Configure agency settings based on Agency need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer)
Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions
Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)
• Instructor-led setup of Axon Air App (ASDS) • Configure agency settings based on Agency need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer)
Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions
Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service**.

    a. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration**.**

11. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

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13. **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

14. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.

16. **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

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Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change**. If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3. **TASER Upgrade**. If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6th) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.

4. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.

5. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	**Days to Return from Start Date of TASER 7 Subscription**
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 start date.

7. **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.

8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

9. **Termination**. If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

   9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

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9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

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TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	**Days to Return from Start Date of TASER 10 Subscription**
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term**. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
6. **Access Rights**. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER CEW offered by Axon.

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Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2. **Support**. For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3. **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

   4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems**. Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

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Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Agency Responsibilities.

   19. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

   20. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

   4.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

   5.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

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6. **Acceptance Checklist**. If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

7. **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.

    7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

    7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

    8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.

    8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.

    8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

3. **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5. **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

    5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

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Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.

1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2. **Axon Community Request Storage**. For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

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Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

   1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

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Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term**. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "**Virtual Reality Media**").

2. **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.

3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;

   3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;

   3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;

   3.4. use trade secret information contained in Virtual Reality Media;

   3.5. resell, rent, loan or sublicense Virtual Reality Media;

   3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or

   3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.

4. **Privacy**. Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.

5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

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Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License**. Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Agency may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Agency may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term**. The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Agency may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
   - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
   - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
   - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
   - 3.5. use trade secret information contained in Axon Evidence Local;
   - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
   - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
   - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support**. Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Evidence Local.

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Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

   1.2. "**API Interface**" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

   2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

   2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities**. When using API Service, Agency and its end users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

   5.1. the design, structure and naming of API Service fields in all responses and requests;

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5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Agency nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

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Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope**. Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.

2. **Advanced User Management Configuration**. Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.

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Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.

   1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.

   1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

   1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope**. Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use**. Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

5. **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

7. **Monitoring**. Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

   8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

   8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);

   8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

   8.4. Ensure all appropriate data backups are performed;

   8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;

   8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and

   8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

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VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope**. Agency currently has legacy data in the VIEVU solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

   1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

2. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

3. **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

4. **Downtime**. There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.

5. **Functionality Changes**. Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.

6. **Acceptance**. Once the Migration is complete, Axon will notify Agency and provide an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

   6.1. In the event Agency does not accept the Migration, Agency agrees to notify Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these ninety (90) days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.

7. **Post-Migration**. After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency ninety (90) days' notice before ending support for the VIEVU solution.

8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.

9. **Monitoring**. Axon may monitor Agency's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure Agency's use of Migration from Axon.

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Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("**TAM**") services, as outlined in the Quote, when the TAM commences work on-site at Agency.

2. **Full-Time TAM Scope of Services.**

   2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.

   2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Agency's needs and availability of a Full-Time TAM.

   2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency, and Agency is current on all payments for the Full-Time TAM Service.

   2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining **Agency's Axon Evidence account** Connecting Agency to "Early Access" programs for new devices
Account Maintenance Conducting on-site training on new features and **devices for Agency leadership team(s)** Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program** Conducting weekly meetings to cover current issues and program status
Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing **Agency's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of **Axon equipment** Creating and monitoring RMAs **on-site** Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Agency's production environment
Agency Advocacy Coordinating bi-**annual voice of customer meetings with Axon's Device Management team** Recording and tracking Agency feature requests and major bugs

3. **Regional TAM Scope of Services**

   3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Agency must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.

   3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Agency, depending upon the availability of a Regional TAM.

   3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency and Agency is current on all payments for the Regional TAM Service.

   3.4. The Regional TAM service options are listed below:

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Account Maintenance Conducting remote training on new features and **devices for Agency's leadership** Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program** Conducting weekly conference calls to cover **current issues and program status** Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices
Direct Support **Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices** Creating and monitoring RMAs remotely
Data Analysis Providing quarterly Axon **usage data to identify trends and program efficiency opportunities** Comparing an **Agency's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Agency Advocacy Coordinating bi-yearly Voice of **Agency meetings with Device Management team** Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5. **TAM Leave Time**. The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Agency to coordinate any time off and will provide Agency with at least two (2) weeks' notice before utilizing any vacation days.

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Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant**. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses**. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use**. Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Term**. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.

5. **Title**. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.

6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.

7. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

8. **Export Controls**. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights**. The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

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subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

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My90 Terms of Use Appendix

Definitions.

1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Agency would like to obtain feedback.

1.3. "**Agency Data**" means

1.3.1. "My90 Agency Content" which means data, including Recipient Contact Information, provided to My90 directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Agency Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Agency's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Agency Content.

1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

1.4. "**My90 Data**" means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Agency and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access**. Upon Axon granting Agency a subscription to My90, Agency may access and use My90 to store and manage My90 Agency Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

3. **IP address**. Axon will not store survey respondents' IP address.

4. **Agency Owns My90 Agency Content**. Agency controls or owns all right, title, and interest in My90 Agency Content. Except as outlined herein, Axon obtains no interest in My90 Agency Content, and My90 Agency Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting My90 Agency Content. Axon will only have access to My90 Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to My90 Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

5. **Details of the Processing**. The nature and purpose of the Processing under this Appendix are further specified

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in Schedule 1 Details of the Processing, to this Appendix.

6. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Agency Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Agency Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Agency, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy**. Agency use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Agency agrees to allow Axon access to My90 Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.

8. **Location of Storage**. Axon may transfer Agency Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Agency Data. For all Agency, Axon will Process and store Agency Data within the United States. Ownership of My90 Agency Content remains with Agency.

9. **Required Disclosures**. Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.

10. **Data Sharing**. Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:

    10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.

11. **License and Intellectual Property**. Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Agency Use of Aggregated Survey Response**. Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.

13. **Data Subject Rights**. Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Agency Content**. With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to

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that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing**. If Axon Evidence partner sharing is used to share My90 Agency Content, Agency will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Agency acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Agency also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.

16. **Data Retention**. Phone numbers provided to Axon directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.

17. **Termination**. Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Agency Content or the potential monetization of Survey Response and Aggregated Survey Response.

18. **Managing Data Shared**. Agency is responsible for:

    18.1. Ensuring My90 Agency Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;

    18.2. Ensuring that only My90 Agency Content that is authorized to be shared for the purposes outlined is shared with Axon. Agency will periodically monitor or audit this shared data;

    18.3. Using an appropriately secure data transfer mechanism to provide My90 Agency Content to Axon;

    18.4. Immediately notifying Axon if My90 Agency Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Agency Content in the event Agency requests to un-share previously shared My90 Agency Content;

19. **Prior to enrollment in My90**. Prior to enrolling in My90, Agency will:

    19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;

    19.2. develop a set of default qualification criteria of what My90 Agency Content may be shared with Axon; and

    19.3. assign responsibilities for managing what My90 Agency Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. **Agency Responsibilities**. Agency is responsible for:

    20.1. ensuring no My90 Agency Content or Agency end user's use of My90 Agency Content or My90 violates this Agreement or applicable laws;

    20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Agency Data in accordance with this Agreement; and

    20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to My90. Agency will also maintain the security of end usernames and passwords and security and access by end users to My90 Agency Content. Agency is responsible for ensuring the configuration and utilization of My90 meets applicable Agency regulations and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or My90 Agency Content or if account information is lost or stolen.

21. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Agency or end user's use of or registration for My90 may (a) pose a security

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risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. My90 Restrictions. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;

22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

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Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.

RFP 101223 - Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Vendor Details

Company Name:	Axon Enterprise, Inc.
Does your company conduct business under any other name? If yes, please state:	AZ
Address:	17800 N. 85th Street Scottsdale, Arizona 85255
Contact:	Sales Ops
Email:	contracts@axon.com
Phone:	480-905-2000
Fax:	480-991-0791
HST#:	86-0741227

Submission Details

Created On:	Wednesday August 30, 2023 10:37:47
Submitted On:	Wednesday October 11, 2023 15:09:59
Submitted By:	Sales Ops
Email:	contracts@axon.com
Transaction #:	af6bb863-0ce1-46b3-8191-7a3da35d0e85
Submitter's IP Address:	69.207.124.95

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Axon Enterprise, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Axon Enterprise, Inc. is not a subsidiary of another firm or company; Axon is the direct or indirect parent company of the following entities: • Axon Enterprise Holding Company, LLC, organized in the United States • Vievu, LLC, organized in the United States • Dextro, Inc., organized in the United States • Familiar Inc., organized in the United States • Mediasolv Solutions Corporation, organized in the United States • Axon Public Safety B.V., organized in the Netherlands • TASER Holland B.V., organized in the Netherlands • Axon Public Safety Canada, organized in Canada • Axon Public Safety U.K. Limited, organized in the United Kingdom • Axon Public Safety Australia Pty Ltd., organized in Australia • Axon Public Safety Germany SE, organized in Germany • Axon Public Safety Southeast Asia LLC, organized in Vietnam • Axon Public Safety Finland Oy, organized in Finland • Axon Public Safety India Private Limited, organized in India • Axon Public Safety Hong Kong Limited, organized in Hong Kong • Axon Enterprise Italia S.r.l., organized in Italy	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Axon Enterprise, Inc. is also referred to as Axon.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	TBW7MGPYURM7	*
5	Proposer Physical Address:	17800 N. 85th St. Scottsdale, AZ 85255-6311	*
6	Proposer website address (or addresses):	http://www.axon.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Robert Driscoll 17800 N. 85th St. Scottsdale, AZ 85255-6311 bobby@axon.com 1-408-502-6257	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kenneth Maum 17800 N. 85th St. Scottsdale, AZ 85255-6311 kmaum@axon.com 1-315-251-5882	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ashley Forbrich 17800 N. 85th St. Scottsdale, AZ 85255-6311 aforbrich@axon.com 1-301-356-5253	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1993, Axon Enterprise, Inc. has been committed to delivering safe, secure solutions for law enforcement, militaries, and citizens. From our humble beginning as TASER International, Inc. to now, we have worked diligently to develop a network of TASER smart weapons, body cameras, and industry-leading cloud-based evidence management software to help accomplish a singular goal—to protect life. Over this time, we have partnered with more than 7,500 law enforcement agencies to deploy tailored solutions designed to preserve transparency and truth. With 10 offices based in Arizona, Washington, Australia, Canada, Finland, Germany, India, the Netherlands, the United Kingdom, and Vietnam, Axon's team of more than 1,000 employees continue to define smarter policing through the development of industry-leading technology solutions. We are Axon. Axon is a market-driven organization dedicated to solving real problems for law enforcement agencies. We create meaningful value through high-quality products, enhanced technology solutions and extraordinary service. We are proud of the values with which we conduct our business. We instill a culture of morality and good ethical conduct in all our business practices. We have and will continue to uphold the highest levels of business ethics and personal integrity in all types of transactions and interactions, both internally and in dealings with our customers, vendor, suppliers and other business relationships. To this end, our Code of Business Conduct and Ethics Code serves to (a) emphasize the Company's commitment to ethics and compliance with the law; (b) set forth basic standards of ethical and legal behavior; (c) provide reporting mechanisms for known or suspected ethical or legal violations; and (d) help prevent and detect wrongdoing. All employees are required to read and sign our Code of Business Conduct and Ethics policy, which is available on our website https://www.axon.com/legal. Additionally, our employees and business practices are guided by our core values, which are: BE OBSESSED: Walk with the customer as you transform their world. We never want to develop or sell something that you don't want or need. We're obsessed with creating products that solve real problems and add value. If it doesn't benefit you, then we rethink what we're doing. AIM FAR: Think big with a long-term view. We want to reinvent the world to be a safer, better place. We've failed spectacularly a few times, but that's what you get when you aim for the stars. That's our final destination. WIN RIGHT: Win with integrity. We are fiercely competitive and have an unquenchable thirst to win, but we don't think winning and doing the right thing are mutually exclusive. Our challenge is to make them synonymous, and never compromise our integrity. OWN IT: Commit, take action, and deliver. We empower individuals to step up and take initiative. Be an owner and see things through to completion. That's the only way we've been able to succeed as a company, and it's the only way we will continue to grow. JOIN FORCES: Act as one global team. Creating the future is a team sport. When a company scales globally in 40 different markets with multiple technology stacks ranging from wearables and cloud to electronic weapons, you need teamwork. We're one global team committed to an audacious vision. EXPECT CANDOR: Deliver with respect and assume positive intent. Candor gets critical issues elevated, puts truth on the table, and gets us to the right answer faster. How can we be the best version of ourselves ands the best company we can be, if we can't offer and be given critical feedback. *
11	What are your company's expectations in the event of an award?	If awarded a contract again, Axon will continue to actively include Sourcewell in our marketing efforts as an option to our customers. *
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Axon is a public company and our latest annual report (2022) is attached. Expected annual revenue for 2023 is approximately $1.5B USD. Axon signs long-term contracts and a large portion of our revenue is from subscriptions, providing a very stable financial base. Further information can be obtained at: https://investor.axon.com/. *
13	What is your US market share for the solutions that you are proposing?	Axon works with over 17,000 public safety agencies globally and is a major supplier of public safety equipment. For body-worn cameras, Axon has a market share of approximately 14% in the US. The vehicle cameras represent a 7% market share, and DEMS 4%. *

14	What is your Canadian market share for the solutions that you are proposing?	Axon works with over 17,000 public safety agencies globally and is a major supplier of public safety equipment. Canada is not separately tracked, but generally mirrors the US. For body-worn cameras, Axon has a market share of approximately 14% in the US. The vehicle cameras represent a 7% market share, and DEMS 4%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Axon has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) N/A b) Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a “business mindset,” that enables them to understand complex challenges and present solutions that might solve these. They are employees of Axon Enterprise, Inc. Some sales representatives work from our main office in Scottsdale, AZ and others work throughout the United States and globally. Regarding services, Axon Professional Service employees support and install the majority of our products. Axon utilizes ProLogic for some aspects of installation of our Axon Fleet and Axon Interview solutions. Axon handles technical support and repairs for all of its manufactured products	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	AXON EVIDENCE Axon's compliance demonstrates our commitment to providing a trustworthy platform and offers customers a way to understand the controls that have been put in place to secure Axon Evidence and their data. Axon holds the following certifications, in partnership with Microsoft Azure, for Axon Evidence. • CJIS Compliant • ISO/IEC 27001:2013 Certified - Information Security Management Standards • ISO/IEC 27018:2014 Certified - Code of Practice for Protecting Personal Data in the Cloud • CALEA Standard 17.5.4 Compliant • SOC 2+ Report • Cloud Security Alliance - CSA STAR Attestation (Level Two) • Cloud Security Alliance - CSA STAR Self-Assessment (Level One) • FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (PATO) at the Moderate Impact Level (applicable only to the US Federal Region of Axon Evidence). Axon has achieved a FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (P-ATO) at the Moderate Impact Level. Axon's Compliance website (https://www.axon.com/trust/compliance) includes additional information on our security certifications as well as copies of certificates and compliance documentation. AXON BODY CAMERAS Batteries used in Axon body-worn cameras meet the following safety standards. • UL1642 • UL2054 • IEC 62133 AXON FLEET • The Axon Fleet solution is wholly FCC certified, the Axon Fleet camera FCC ID is X4GS00947. • Per the component-based standards as set by Electronic Industries Association (EIA), Axon Fleet utilizes industry standard components, which meet all necessary standards for sale and use in the United States. • Axon Fleet's communication interfaces are designed to IEEE 802.15.1 and IEEE 802.11 guidelines and is IEC 60529 and IEC55022 compliant. • Axon Fleet has been tested to and meets ISO 16750-2:2012, ISO 17215-1:2014, and ISO 13766:2006. • The system hardware components of the system are low-voltage devices. Axon Fleet batteries comply with UL 1642 and UL 2054. • Axon Fleet batteries are UL 1642 compliant. QUALITY ACCREDIDATIONS MANUFACTURING • ISO 9001 – Axon is accredited to design, develop, manufacture, distribute, and provide services for public safety solutions including, but not limited to digital video recorders and accessories used in the law enforcement industry. These products and services are manufactured and supported according to ISO standards. • ISO 14001 - Environmental INFORMATION SECURITY • ISO 27001 – Axon is aligned with the scope of the ISO 27001 certification; the Information Security Management System that governs all customer data that resides in the Axon Evidence application.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Axon has not been suspended or disbarred in the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	• Axon was recently awarded Comparably's 2022 awards for Best Sales Teams of 2022, Best Places to Work in Phoenix 2022 and Best Company Outlook 2022. The overall culture score, 98/100 or A+, incorporates employee ratings based on their feedback on the Professional Development, CEO Rating, Manager and more. https://www.comparably.com/companies/axon • In 2021, Axon won for Best Company for Women 2021 and Best Company Culture 2021. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. • Axon won 3 awards in 2019 and 4 awards in 2018. In 2019, Axon won for Best Company Compensation 2019, Best Engineering Team 2019 and Best Company Outlook 2019. • In 2018, Axon won for Best Company Culture 2018, Best Company Happiness, Best Company Perks & Benefits and Best Company Compensation. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. The overall culture score, 87/100 or A+, incorporates employee ratings based on their feedback on the Office Culture, eNPS, Diversity and more.	*
20	What percentage of your sales are to the governmental sector in the past three years	50%	*
21	What percentage of your sales are to the education sector in the past three years	4%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	• Sourcewell Contract #010720 AXN: $775M+ • Texas BuyBoard 603-20 (CEW only): $15M+ • City of Charlotte CCPA Contract 2022000665: $25M+ • League of Oregon Cities (fka NPP) Contract No. PS20270: $110M+ • New York State Police Contract No. PA01857: $595K+ • State of Arizona No. BPM002192/CTR049284-1: $10M+ • State of Delaware PA for LOC Contract No. GSS20808-TASERS: $90K+ • State of Kansas Contract No. 42523: $4M+ • State of Michigan Contract No. 071B4300067: $4M+ • State of Minnesota Contract 199111: $1M+ • State of New Jersey T0106/17-FLEET-00738: $95M+ • State of Oregon CEW Contract No. 8913: $400K+ • State of Pennsylvania Contract No. 4400019257: $18M+ • Washington State DES Contract No. 04220 for CEW: $960K+ Please note that since most Axon sales are for a five-year term, the above dollar amounts represent the approximate overall contract values over a five-year period and are not fully indicative of sales over the last 3 years.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Axon does not hold any GSA contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Burbank Police Department, California	Jason Miller	1-818-238-5096	*
Gilbert Police Department, Arizona	Noah Baker	1-480-635-7326	*
Avondale Police Department, Arizona	Lt. Mathew Hintz	1-623-333-7302	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Fort Worth Police Department	Government	Texas - TX	Officer Safety Plan (OSP7+) for 1600+ users, 600 Axon Fleet 3 Advanced, 43 Axon Interview rooms	Approximately $200K - $66M	Approximately $68M+	*
Fort Bend County Sheriff's Office	Government	Texas - TX	483 OSP7+, 152 Unlimited 7+, 424 Axon Fleet 3 Basic + TAP	Approximately $50K – $17M	Approximately $22M+	*
Manatee County Sheriff's Office	Government	Florida - FL	550 OSP7+, 250 TASER 7 Cert, 800 VR Unlimited	Approximately $1M – $3M	Approximately $17M+	*
Travis County Sheriff's Office	Government	Texas - TX	287 Axon Body 3 cameras, 90 Axon Fleet 3 in-car cameras, Axon Evidence, Axon Interview Room	Approximately $100K – $13M	Approximately $15M+	*
Grand Prairie Police Department	Government	Texas - TX	OSP7+ Premium with TASER 7 products, Axon Body 3 cameras, Axon Fleet 3 in-car cameras, Axon Dispatch, Axon Records, and Axon Evidence software for 200+ users	Approximately $19K – $12M	Approximately $14M+	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	Axon directly employs approximately 250 employees in sales-related positions who are committed to selling and delivering service to Sourcewell entities across the US and Canada. Our sales resources are spread throughout the US and Canada. This ensures that we have qualified Axon employees close to our customers in order to conduct site visits, demonstrations, or to check on customer satisfaction. Axon organizes representatives into sales divisions to provide services to agencies based on multiple factors including agency type, agency size (i.e. sworn officer counts), agency geographic location, whether the agency is an existing Axon customer or building a new relationship with Axon, and Axon product types. Our multiple sales divisions help ensure we have qualified Axon employees close to Sourcewell entities to provide you with conducted energy weapon equipment, products, and services; conduct site visits; provide demonstrations; and check on customer satisfaction as needed. All sales representatives have access to the Sourcewell contract via our Salesforce system. Our hiring process is designed to find the highest caliber employees to help us achieve our mission. We take the hiring process seriously, as Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a “business mindset,” that enables them to understand complex challenges and present solutions that might solve these. Axon’s hiring process intends to identify candidates who can do this effectively. It’s our intention to hire people who also derive great satisfaction in helping others solve challenges through technological adoption, implementation, and advancement. Candidates are first phone screened by highly qualified firms who seek top talent from related industries. They are then screened again by a senior member of the Axon team to vet their personal and professional qualifications. During this time, candidates demonstrate how they have successfully learned about past businesses and helped solve their challenges through complex technological solutions. It is expected that candidates can demonstrate success in doing so throughout multiple years of their professional career. The most successful candidates are then invited to Axon headquarters or, as our workforce expands geographically, are invited to participate in multiple on-line interviews. During this process, they meet approximately five senior members of the Axon team to more deeply validate who they are personally and professionally – personal characteristics, business skill, cultural fit within public safety, organizational fit within Axon. The internal team then debriefs about the candidate’s potential fit as a representative of the company, on law enforcement’s behalf. If the internal team finds the candidate appropriate in this position, the candidate moves on to preparing and providing a plan for how they are going to work with a number of accounts. This includes an understanding of how they’re going to research, engage, understand, and work with each potential agency. They present this to the hiring manager (a Director or Vice President at Axon). If appropriate, candidates move on to the final stage of the review and hiring process. During this final stage, candidates speak directly with the Vice President of the Axon Sales Team or with the Executive Vice President of Global Sales for the organization. During this time, the candidate, once again, reviews their personal and professional qualifications as well as their approach to working within the organization and with public safety agencies. At this time, a decision to extend an offer of employment is made. The multiple steps and many stakeholders in the hiring process are to ensure proper rigor in vetting those who work with the many agencies we have or would like to partner with through a business engagement. The Axon organization is a proud technological partner of many in public safety and looks forward to hiring many more qualified individuals to appropriately work with, understand, and solve challenges within, for, and alongside countless agencies for years to come.	*
27	Dealer network or other distribution methods.	Axon does not sell the video solutions that are the subject of this RFP in the US or Canada through distributors.	*

28	Service force.	Axon employes approximately 145 in customer support positions who are committed to providing Sourcewell entities with post-sales and post-deployment support. Axon has a full customer and technical support division available 24 hours a day, seven days a week. The Technical Support team is based in Scottsdale, Arizona with additional employees in our Melbourne, Australia and Daventry, UK offices. REPAIR (RMA) DEPARTMENT The Return Material Authorization (RMA) department is located at Axon Headquarters in Scottsdale, Arizona. The RMA department prioritizes returned products for analysis and/or repair on a first-in-first-out (FIFO) basis, based on the severity of the complaint (or unless otherwise requested by the agency). The general turn-around-time for a full resolution is less than 30 calendar days from receipt of the returned product. Axon provides agencies with the ability to manage RMA requests within Axon Evidence. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Axon Evidence Device Return Service is integrated with FedEx and return shipping labels are provided at no extra charge. RMAs may also be generated at https://returns.axon.com, although return shipping labels are not available via this method. Upon receipt of the item(s), the RMA department will conduct a failure analysis investigation to determine the root cause of the issue and repair the item if possible. It is at Axon's sole discretion to repair or replace a device as identified in the original manufacturer warranty and/or the extended warranty policy. CUSTOMER SUCCESS MANAGERS (CSM) Throughout the length of their contract, some customers will have a dedicated, in country Customer Success Manger (CSM). This is determined on the size and location of the customer; Currently the CSM team is operating within the United States only. The team is being expanded, but we do not have an estimated time of implementation in Canada. The CSM will have comprehensive knowledge of a customers' solution and its components, including any applicable custom integrations. The CSM will be available to offer support and escalate any issues or concerns as needed.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Axon will process orders from Sourcewell members directly, as our distributor network in the United States and Canada does not sell our video products. The ordering is simple and primarily follows a process where the customer will contact an Axon sales resource. The sales resource will use pre-defined Sourcewell skus in Salesforce to request a quote from our internal quoting department. The department will create a quote using the pre-approved pricing and release the quote to the sales resource. The sales resource will either provide the quote directly, or will work with the Axon Proposal Team to deliver the offer. The entire process is tracked within Salesforce. Quarterly, our internal Sourcewell resource runs reports from Salesforce and uses this data to prepare and submit quarterly reports to Sourcewell.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customers can initiate live phone support 24 hours a day, seven days a week by calling the support center at +1-800-978-2737 (extension 2), or via email at Support@axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of your investment in the Axon ecosystem. Calls are first routed to the Tier 1 technical support team. Through troubleshooting, they can resolve most calls. If at any point an issue needs to be escalated to a higher technical tier, the call may be immediately transferred to a Tier 2 support specialist, or a phone number may be taken for a callback, depending on call volume and issue complexity. The following describes our levels of support available by tiers (based on the nature and criticality of the issue): TIER 1 TECHNICAL SUPPORT - GENERAL HOW-TO QUESTIONS • Frequently asked questions (FAQs) • Product navigation • Feature clarification • Standard queries • Assistance with known solutions TIER 2 TECHNICAL SUPPORT • Advanced Product trouble shooting • Advanced Axon Evidence Configuration • Any Escalated issues from Tier 1 support TIER 3 ENGINEERING SUPPORT • Critical problem or recurring problems rendering the product inoperable or requiring workarounds, bug fixes, testing and/or simulation The targeted response time for critical problems is one business day. The targeted resolution time (depending on severity and potential workarounds) is between less than 24 hours to less than two weeks. Monthly, the Customer Service and Support team manager evaluates three calls for each team member. This audit checks adherence to policies, troubleshooting ability and customer satisfaction. Team members are evaluated on the scores they receive each month. Additionally, each team member is evaluated on their customer feedback score and the number of cases that remained unresolved after 24 hours. This assesses customer satisfaction and ensures that cases are handled in a timely manner.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Axon is willing to provide all included products and services to Sourcewell participating entities in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Axon is willing to provide all included products and services to Sourcewell participating entities in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no restricted areas in the United States or Canada for the proposed contract.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Axon will serve any participating sectors for the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Axon does not have any specific contract requirements related to Hawaii or Alaska for this contract.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	As a current Sourcewell contract holder, Axon already has programs in place to educate staff and perspective customers on the appropriate use of the contract mechanism. Our sales team is our primary link to customers and our best path for marketing cooperative contract benefits to our customers. Our sales teams favor cooperative contracts because they simplify the sales process. We focus education internally on our sales and contract teams. All sales staff are trained on the availability and use of cooperative contracts. This is done through sales training and webinars, and the contracting process is built into our tools, such as Salesforce . We are also expanding our internal resource guides specifically with information on cooperative contracts. This tool provides sales teams with information on all our cooperative contracts, including availability dates, authorized users, price lists and relevant terms and conditions. The tool also includes the public links and information that can be provided to customers to improve their awareness and tie them directly to cooperative resources, such as Sourcewell. Our Salesforce tracking system for order processing includes internal links to the available cooperative contracts which customers may use for purchasing Axon products. By ensuring our sales force has access to this information, our representatives are able to quickly provide details for agencies to engage in pricing discussions and justify purchasing via a cooperative. We have also run public webinars to educate potential customers on different buying options. Cooperative Contracts Webinar (axon.com). We actively recruit staff, including legal staff, with knowledge of cooperative contracts. This is another way of expanding the visibility both internally and externally https://www.axon.com/job/5738892003.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Axon uses a variety of technologies to enhance our marketing effectiveness. This includes visibility on various platforms such as LinkedIn, where we leverage both text and custom videos to inform customers of new products and to demonstrate thought leadership. In addition, we maintain a detailed website where both current and prospective customers can access detailed information, including product sheets, training materials, event schedules, and detailed user documentation. Our Salesforce database provides detailed information on customer buying habits, prospective opportunities, and actions taken. It is integrated with our purchasing processes to ensure a smooth connection between sales and ordering processes. Axon provides on-line and in-person demonstrations of our products, attends trade shows, and has a travelling road show where people can get detailed information and hands-on access to our products. Some of these more traditional technologies are still the most effective ways to reach customers.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell can help promote membership to law enforcement agencies who may not realize they are members. Axon has seen in past interactions that many agencies do not know they are already members of a cooperative. Because we already have a Sourcewell contract, the foundation for integration is already in place. Upon award of a new contract, we will announce it to our sales teams, and update SFDC to ensure that any new pricing or terms are available to the sales teams. We will also update any training as needed to reflect the new contract.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, Axon provides an ecommerce site that requires an authorized login and purchase eligibility to access. The ecommerce site acts as another 'ingestion point' for orders. The platform is intended to make ordering faster, easier, and more efficient. The site customizes product visibility and includes contracted pricing for each agency. We allow authorized customers to pay by credit card. With prior authorization by both an agency and Axon, we will also allow Purchase Orders/Invoices. After the order is placed, it is processed as any other order would. The e-procurement site is generally used for small add on products. Most government and education customers work directly with sales representatives for more complex projects.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is a standard part of all Axon programs and is included in the base cost of the program. Training Overview Axon's training approach is aligned with the overall coordination of the integrated body-worn camera, in-car camera, and digital evidence management solution implementation. Our approach ensures that those responsible for administering the digital evidence ecosystem, as well as those responsible for using our systems and devices, have multiple options for initial and recurring training. We will provide initial training, as well as access to the on-line Axon Academy for refresher training, and future training of new users. Axon is highly flexible with our training options, and can adjust courses and approaches as needed based on discussions in the project planning phase. Training is largely centered around the types of users and devices, focusing on those with administrative responsibility, in house trainers, detectives, redaction technicians, body-worn camera users and Fleet users. Our proposed training is outlined below. Training Materials Our Professional Services team will provide soft copies of User Guides, Axon Quick Start Guides, and Manuals, Axon Evidence Administrator Reference Guide, Axon Evidence Security Guide, End-to-End Deployment Guide, Implementation Best Practices Guideline, and a Go-Live Checklist. Additional curriculum and support materials include, but are not limited to: Job Aids E-Learning Certification Programs Video Training Demonstrations Software Simulations Enrollment for Virtual Classes Recordings of Previous Classes and Demonstrations Sample Lesson Plans Key User Training (Train the Trainer) End users can be trained one by one or in a train-the-trainer style. For a department of the size of Champaign, we advise training an initial subset of key end users. This group will serve several roles, including confirmation of system functionality, performance, and feedback on any localized issues that had not been previously identified. This initial subset of trainees can act in a "train the trainer" capacity for their co-workers and typically become a resource when newer users are activated and require training or assistance. System Administration Training System Administrator training typically consists of a session covering custom roles and permissions, retention categories, and other critical Axon Evidence settings. Additionally, Axon Evidence features will be discussed, including working with evidence, redaction capabilities, case functionality, reporting options, audit trails, and device inventory. Administrators will also learn how to configure items specifically related to Axon Body 3, Axon Fleet 3, Axon Signal, and ALPR. Each System Administrator training session is generally three to four hours in length and can accommodate up to 10 users. Axon Evidence User Training If training for evidence technicians, supervisors, detectives, or redaction technicians is necessary for your program, our team can accommodate those needs. These sessions are customized and will cover portions of Axon Evidence that are central to the job functions of those in attendance. Recommended Class Structure / Training Plan Under this project, Axon will provide the following training classes: One (1) three-hour Super User (Administrative) Training session (two (2) sessions can be conducted, if needed). There is no limit to the number of attendees for these sessions. One (1) three (3) hour Train the Trainer session. There is no limit to the number of attendees for these sessions. One (1) one and a half (1.5) hour Evidence Tech Training. There is no limit to the number of attendees for these sessions. Fleet 3 Training - Generally, end users will be trained on the system when they return to pick up their vehicle after hardware installation is complete. They will be trained on system operation and best practices. This process can be modified if needed; in some larger agencies a group of end users may be trained, who will then train other groups of end users. The customer trainers would then complete the rollout of the cameras and training to all the officers. The number of classes will vary depending on the size of each department. For customer train the trainer rollout, we recommend a limit of 15 officers per class. Training is normally conducted at the beginning of a shift so that the officer can begin using the equipment immediately. Having training coincide with deployment reinforces the material taught during training and allows any issues that arise to be addressed by training staff immediately. While this is our recommended and proposed class structure and curriculum, our approach is flexible and can be modified to meet the needs of different customers. Additional Training Resources and Continued Learning	*

		Our continued learning site, Axon Academy, is your go-to online resource for learning more about your TASER smart weapon, Axon camera, Axon Evidence account, and how each of these components interface with other elements of the Axon ecosystem. Supported by the Police One web infrastructure, Axon Academy is a convenient and secure way of accessing information to help agencies make the most of the Axon Ecosystem of products and digital evidence management software. Within Axon Academy, there are three different ways to learn: ON-DEMAND E-LEARNING MODULES – Each of these modules address a different element of the Axon Ecosystem and provide a self-paced, individual learning experience whenever is convenient for your users VIRTUAL TRAINING COURSES – these courses are offered live via the web, and give your users the ability to participate in a class and interact with the instructor CERTIFICATION PROGRAMS – Our comprehensive certification programs allow learners to pull together a specified list of resources to quantify their knowledge in a particular area (e.g., CEWs, Axon Evidence, Axon cameras). Training content is developed and maintained by Axon subject matter experts and supporting documentation is designed to provide a simple and straightforward way of learning about specific topics. The database continues to grow as our product and service offering expands.	
41	Describe any technological advances that your proposed products or services offer.	Axon Body 4's integration with the Axon Ecosystem enables dispatch and command staff to gain real-time situational awareness of events in the field through Axon Respond. Axon Respond enables remote personnel to quickly gain insight into a call-for-service or an officer's whereabouts. By simply signing into Axon Evidence or the Axon Respond mobile application, users can use the Axon Respond Map to view the real time location of officers wearing the Axon Body 4 or vehicles equipped with the Fleet in-car cameras, as well as receive live alerts and notifications. This solution is provided anytime LTE connectivity is available. If an agency elects to upgrade to Axon Respond+, video can also be live streamed from the LTE enabled cameras. When livestreaming begins, the officer will be notified via audible and haptic (vibration) feedback and visually by an icon on the display. If stealth is enabled, the officer will not be notified. A new "Watch Me" button on Axon Body 4 devices empowers officers to signal for an additional set of eyes to watch their back when responding to calls. When an officer presses this button, Axon Respond users receive a notification within moments so they can immediately support the officer. This enables supervisors and dispatchers to prioritize which officers can most benefit from additional support. A new Voice Communication functionality is also available on Axon Body 4 devices. After starting a livestream on Axon Respond, Respond users then have the ability to start a conversation with the device wearer by pressing the "Start Call" button. The Respond viewer can then communicate with the officer by our "push-to-talk" feature. The device wearer can hands-free talk back to the Respond viewer. This feature supplies officers and supervisors with a communication method through Axon Respond. These capabilities make it possible for those not on scene to gather better intel and help officers in the field as situations change. Whether checking in on a responding officer or sharing tactical advice during a critical event, Axon Respond gives your agency access to information in the moment. Video and audio are livestreamed via WebRTC (Web Real-Time Communication) protocol, with media secured using SRTP (Secure Real-Time Transport Protocol), and encryption keys agreed upon using DTLS (Datagram Transport Layer Security). All are industry standards. Today, livestreaming uses AVC (h.264) for video encoding and G.711 μ-law for audio. Axon Body 4 bi-directional voice communications are encoded with Opus. Livestreams consume 800kbps-1Mbps. ALPR INTEGRATED ALPR OVERVIEW Axon Fleet 3 revolutionizes daily patrol by fully integrating ALPR and evidence cameras into a single unit. This addition enables communities to make the most of ALPR coverage and helps identify more offenders, missing persons, and stolen vehicles when patrolling your communities. Though most U.S. law enforcement agencies already use ALPR technology today, the cost to deploy and outfit an entire fleet of patrol vehicles can be very expensive. Fortunately, Axon Fleet 3's level of integration changes the economics of ALPR. There is no additional installation required to enable ALPR meaning no additional equipment, drilling of holes, external mounting of hardware/cables, or complicated camera aiming/calibration processes. HOTLISTS The ALPR process starts by setting up hotlists within Axon Evidence. These hotlists are made up of known license plates and vehicles of interest that are either stolen, wanted for, or potentially associated with unlawful activity or missing persons. They often fall into the following categories: A list of license plates or vehicles known to be stolen A list of license plates or vehicles known to be associated with known or potential criminal activity such as gang involvement, watch lists, known associates of criminal activity, etc. A list of license plates or vehicles with administrative issues such as unpaid vehicle	*

registration, unpaid traffic fines, etc.
Hotlists are then sent to the Axon Fleet 3 vehicles via incremental updates when changes are made. Typically, if a plate is added to a hotlist, the hotlist is updated in all Axon Fleet 3 vehicles within minutes if they are on and connected.

ALPR DETECTION
Axon Fleet 3's ALPR technology will activate once the in-car system is booted up. As long as the Axon Fleet 3 in-car system is powered on, the ALPR technology will continue to operate even if the Axon Fleet Dashboard application is not running or the MDC is powered off.
The Dual-View Camera leverages built-in 4K sensors to help legibly capture license plates up to 3 lanes away and ~50 feet (15.2 meters) in distance, at a closing speed of ~140 MPH (~225 km/h).
Plate reads and hits are encrypted and stored on the Axon Hub and securely uploaded to our CJIS-certified cloud storage.

ALPR ALERTS
Axon's ALPR is accessible from the Axon Fleet Dashboard application that runs on the MDC. Users can easily navigate between ALPR and in-car video workflows.
Once the camera makes a plate read, plates are compared to agency hotlists and, if there is a match, an alert is generated and presented on the MDC via the Axon Fleet user interface for officer disposition.
Our ALPR technology will alert the in-car system less than one second after a plate is read. If multiple plate reads or hits happen at the same time, all plate reads and hits will be saved, but the highest severity read or hit will be prioritized for an alert.
Once an alert is detected and confirmed as correct, the Axon ALPR system will copy the plate number to the Windows clipboard so that it can be easily pasted into and validated by a CAD application. This seamless integration between systems helps improve workflows and efficiencies through an intelligent ALPR system.

RESPONDING TO ALPR ALERTS
Using the Dashboard application on the MDC, users can quickly review and act on notifications populated when a plate number appears on an agency's hotlist. If a plate number activates a notification, users can review the hotlist source, offense category, additional vehicle details, and verify the accuracy of the plate read.
Officers can record an action taken on a particular hit, whether that be a warning given to the driver, a citation being issued, or an arrest being made.

FLOCK ALPR INTEGRATION
Axon has a proven integration with the FLOCK ALPR system. Users of the FLOCK Safety system will have an integration that allows the Look Up interface to search information in Axon Evidence.

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We take every action to minimize negative impacts to the environment. Axon recognizes and is fully compliant with all local, state, federal and foreign government requirements including U.S. EPA and O.S.H.A. standards. Axon is certified to ISO 14001. Axon is committed to excellence and leadership in protection of the environment. We strive to minimize adverse impact on the air, water, and land through excellence in pollution prevention and waste abatement. By preventing pollution at the source, we save resources, increase operational efficiencies, and maintain a safe and healthy work environment for our employees, visitors, contractors, and neighbors. Axon manages an on-premise waste minimization program. The objective is to reduce the quantity of non-hazardous solid waste produced, recycle materials, and reuse materials when possible. Other green initiatives in the building include in-house recycling and the use of variable frequency drives on our main exhaust systems and cooling towers, which allow for more efficient methods of using energy. Our Scottsdale office has on-premise xeriscape, which conserves water by eliminating the need for supplemental water from irrigation. Our Scottsdale headquarters and surrounding buildings use 60% and 95% LED lighting, respectively, which produces less heat and uses less energy. We supplement this with having large windows around the offices, which brings in ample natural light and saves electricity. 5 to 10 percent of the plastics we use in manufacturing our products are made of recycled materials. In addition, we substitute non-hazardous or less toxic material in our manufacturing processes when feasible. Examples are: • Substituting an alcohol-based glue accelerator for an aliphatic petroleum-based product • Replacing the gluing system with a less hazardous two-component epoxy In conjunction with the following practices, Axon has invested in re-usable material handling systems, much of which is also recyclable. • Use of corrugated materials exceeding 35% post-consumer recycled content • Use of other packaging materials that contain recycled content and are recyclable in most local programs • Both the printed and corrugated boxes used to ship our products to customers (and the protective foam used in shipping) are recyclable • We promote waste prevention and source reduction by reducing the extent of the packaging and/or offering • To minimize packaging waste on larger orders, ‘bulk packaging’ was developed • We also employ packaging take-back services and shipping carton return • We reduce and/or eliminate the use of materials which have been bleached with chlorine or chlorine derivatives Axon engages in the following practices that serve to reduce or minimize effects on the environment, including, but not necessarily limited to the following. • Corrugated boxes are broken down and processed for recycling • Offices and dining areas contain recycling bins in addition to trash bins to minimize waste and encourage employee participation in green initiatives • Axon Employee Transportation programs are in place using company supplied vans that reduce congestion on the roadways and carbon monoxide emissions into the environment. • We are compliant with laws pertaining to	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Axon is certified to ISO 14001. Axon also utilizes a green IaaS provider, Microsoft Azure; this partnership extends our focus and investment on a sustainable future and that will have positive global impact. The datacenters are 100 percent carbon neutral and rely on a larger percentage of wind, solar and hydropower electricity over time. Today roughly 44% of the electricity used by datacenters comes from these sources. The goal is to pass the 50 percent milestone, move to the top 60 percent early in the next decade, and then to keep improving from there.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Axon does not hold any WMBE, SBE, or veteran-owned business certifications.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Axon has long made the priorities of law enforcement our own, and their challenges ours to solve. When Members partner with Axon, they're partnering with a team of product experts, security professionals, engineers, technology specialists, and former law enforcement personnel. We are dedicated to pushing the boundaries of technology and are committed to delivering on those efforts, to offer law enforcement the solutions needed to help make the world a safer place. By becoming a part of our Axon Ecosystem made up of connected devices and apps, Members can better position themselves to keep their officers and community safe. Axon provides hardware and software solutions to law enforcement agencies throughout the globe and is proud to work with the following clients to implement the technology used to help increase workflow efficiencies, reduce incidents, and protect the truth. Some of our largest customers include: • London Metropolitan Police Service, London UK • Los Angeles, CA Police Department • Calgary Police Service, AB • Charlotte-Mecklenburg, NC Police Department • Fort Worth, TX Police Department • Dallas, TX Police Department • San Diego, CA Police Department • Baltimore City, MD Police Department • Baltimore County, MD Police Department • Memphis, TN Police Department • Washington, DC Metropolitan Police Department • Denver, CO Police Department • Cincinnati, OH Police Department • Atlanta, GA Police Department Because our solutions are deployed by thousands of law enforcement agencies across the globe, we are experienced in the development of technology at scale and put a great deal of emphasis on improving our end-user's ease of use. By demonstrating a large investment in research and development—with expenses reaching $76.9 million, $55.4 million, and $30.6 million in 2018, 2017, and 2016, respectively—we are committed to identifying improvements and developing new and innovative solutions. As a member of some of the most prestigious associations across the country, Axon is dedicated to staying involved—and through our participation—we hope to continue building on our understanding of the issues Members face while staying apprised of the conversations affecting the communities they serve. Axon is proud to be a part of the following associations. • The International Association of Chief of Police (IACP) • The Major City Sheriff's Association (MCSA) • The National Organization of Black Law Enforcement Executives (NOBLE) • The FBI National Academy Associates (FBINAA) Once a solution is delivered, most agencies are left asking, what's next? Axon has you covered. Our dedicated customer success and support managers are committed to providing Members with post-sales and post-deployment support. Whether that be troubleshooting assistance, technical support, or help with understanding a new feature, our Customer Success team is here to be your main point of contact and advocate. Through regular communication, our knowledgeable staff can offer Members the support you should expect from a service provider. This support includes: • Notifying customers of Important firmware and hardware updates, identifying bugs, and addressing general issues • Fulfilling hardware refreshes and deployment of new equipment • Conducting Quarterly Business Reviews with customers • Identifying important customer feature requests Our goal is to provide Members with the necessary assistance to help make the most of the solutions you count on every day.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Axon warrants that its law enforcement hardware products which are manufactured by Axon are free from defects in workmanship and materials for a period of one (1) year from the date of receipt. Axon-manufactured accessories are covered under a limited ninety-day warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. There are extended warranties available as defined in the Axon Master Services and Purchasing Agreement (MSPA). NON-AXON MANUFACTURED PRODUCTS For some solutions we are authorized resellers of hardware (Cradlepoint routers for Axon Fleet, Axis cameras for Axon Interview, etc.). Products that we are authorized to resell abide by the manufacturer's warranty. Further details can be provided upon request.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Restrictions are outlined in our warranty, which has been included in the uploaded attachments .	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, our warranties do not cover the expense of technicians' travel time or mileage to perform warranty repairs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Axon will be available 24 hours/7 days per week by phone for emergency technical support for any system outage, and if mutually agreed upon by both parties, we can provide onsite support for local issues. If a site visit is deemed necessary due to an issue (i.e. access point failures or accidental cut wires) and not an Axon or Axon Evidence issue there may be a charge assessed to the agency.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Axon will troubleshoot third party devices to the best of our ability. If we are unable to resolve the issue and the devices require warranty service, this will be performed by the manufacturer. Axon solutions require minimal third-party hardware, limited primarily to commercial-off-the-shelf (COTS) computing devices such as routers, servers, and hard drives. Additionally, some solutions such as Axon Interview rely on third party cameras and tablets which are also COTS.	*
51	What are your proposed exchange and return programs and policies?	Axon does not allow exchanges or returns except on failed items. Please see our MSPA for full details.	*
52	Describe any service contract options for the items included in your proposal.	Please refer to the included MSPA.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Payment terms are Net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Axon does not providing leasing or financing options. We do have a provision in our MSPA that allows for cancellation by an agency if sufficient funds are not approved.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Axon's Master Services and Purchasing Agreement (MSPA) is a standard transaction document that includes the terms and conditions we propose to use in connection with an awarded contract. A sample MSPA has been uploaded with our response."	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Axon can process via P-card if necessary but prefers ACH payments whenever possible.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Axon is proposing a Schedule Discount for Sourcewell Members, including quantity discounts. See question #58 for additional detail.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Axon is proposing the following discount schedule based on order quantity. This discount schedule applies to Axon manufactured items. This does not apply to items which Axon resells as part of its offerings. Please see the uploaded price sheet, included in the document section. Quantity: 1 • Customer Discount % off MSRP: 0.00% Quantity: 2-99 • Customer Discount % off MSRP: 1.00% Quantity: 100-249 • Customer Discount % off MSRP: 3.00% Quantity: 250-499 • Customer Discount % off MSRP: 5.00% Quantity: 500-999 • Customer Discount % off MSRP: 7.00% Quantity 1000+ • Customer Discount % off MSRP: 10.00%	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	See question 58.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Axon generally sells at the sourced party’s MSRP. Discounts may be applied on a case-by-case basis.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All standard costs, such as those for professional services like installation and training, are included in standard pricing.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, shipping and delivery are included in our costs.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping and delivery are included in our costs.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Axon offers expedited shipping upon request.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	A detailed price list is attached.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Axon utilizes Salesforce as our CRM tool and Microsoft Dynamics AX as our enterprise resource-planning tool. Salesforce has the Sourcewell contract skus built in. A salesperson requesting a quote for a Sourcewell contract must use these skus, and our formal quoting team creates the quote, adding a further layer of review to ensure that the quote is produced correctly. Quarterly, our Sales Operations team runs standard reports to review all prospects that closed during the prior quarter using a cooperative contract. This information is confirmed within our resource planning tool to ensure that any prospects that have closed, but not yet shipped are accounted for. The collected information is used to calculate the administrative fees owed to Sourcewell.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Axon will track the following internal metrics to measure success with the contract: • The number of agencies who utilize the cooperative • The dollar amount of sales associated with the cooperative • The Length of time it takes to update the contract after new products/services are announced by Axon.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Axon proposes 1.05% on all equipment, products and services to all participating entities.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	A summary description of the offered products is included as a response to this question. Detailed solution descriptions for each product have been included as attachments. Capturing Evidence Axon Body 4 The Axon Body 4 camera is designed to capture clear, admissible video and audio evidence when an officer is in the field. The camera has four configurable resolutions from 480p to 1440p and leverages low-light and clear frame technology to capture high-quality video evidence in a variety of environments. Four-built in microphones, strategically placed inside the camera, leverage audio algorithms and onboard audio processing to capture high-quality audio recordings. When combined, these elements help officers capture truth in the moment and maintain transparency. The Axon Body 4 camera is compatible with an easily integrated point-of-view camera called the Axon Flex POV module. Without having to register, assign, or charge the accessory before use, an officer can simply plug the Axon Flex POV module into the Axon Body 4 and begin capturing the same quality evidence from a different vantage point. With this accessory, agencies no longer have to decide between deploying a body-worn camera or a point-of-view camera; they can have both. Camera Features and benefits A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in the harshest environments. A LONG-LASTING BATTERY that is capable of providing approximately 14 hours of battery life under normal usage. A LARGE INTERNAL STORAGE CAPACITY of 128 GB to house captured video files A MAGNETIC FAST CHARGE DISCONNECT CABLE that allows officers to rapidly charge their cameras from the patrol vehicle and falls off when they need to	

leave the vehicle at a moment's notice.
AN INTEGRATED AND EASY-TO-USE MOUNTING SYSTEM that allows officers to quickly mount their cameras to various locations on the body and across different uniform types and equipment, such as helmets and belts.
EMBEDDED REAL-TIME AWARENESS TECHNOLOGY via Axon Respond, which allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a secure livestream feed over an LTE connection to Axon Evidence or a mobile application. This includes future support for bi-directional communication in the field.
INTEGRATED AXON SIGNAL TECHNOLOGY that activates cameras if an action is taken, such as a firearm being removed from a holster equipped with Axon Signal Sidearm.
A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.
AN IN-FIELD EVIDENCE OFFLOAD OPTION that allows officers to send individual pieces of evidence directly from the camera to Axon Evidence.

Axon Body 3
The Axon Body 3 camera is designed to capture clear, admissible video and audio evidence when an officer is in the field. The camera has four configurable resolutions from 480p to 1080p and leverages low-light and clear frame technology to capture high-quality video evidence in a variety of environments. Four built-in microphones, strategically placed inside the camera, leverage audio algorithms and onboard audio processing to capture high-quality audio recordings. When combined, these elements help officers capture truth in the moment and maintain transparency in the field.
AB3 Features and benefits
A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in the harshest environments.
AN INTEGRATED AND EASY-TO-USE MOUNTING SYSTEM that allows officers to quickly mount their cameras to various locations on the body and across different uniform types and equipment, such as helmets and belts.
EMBEDDED REAL-TIME AWARENESS TECHNOLOGY via Axon Respond, which allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a secure livestream feed over an LTE connection to Axon Evidence or a mobile application.
INTEGRATED AXON SIGNAL TECHNOLOGY that activates cameras if an action is taken, such TASER being armed.
A LONG-LASTING BATTERY that is capable of providing 12 hours of battery life under normal usage.
A MOBILE CHARGING OPTION that allows officers to charge the camera from their patrol vehicle via a USB-C cable.
A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.
AN IN-FIELD EVIDENCE OFFLOAD OPTION that allows officers to send individual pieces of evidence directly from the camera to Axon Evidence.

Fleet 3 with ALPR
Axon Fleet 3 is an in-car video system purpose-built to capture audio and video within and outside of the vehicle. Axon Fleet 3 offers comprehensive evidence capture so that incidents are accurately documented. Evidence captured by the system is stored on the Axon Hub and offloaded to Axon Evidence via LTE or Wi-Fi connections.

The system features Automatic License Plate Recognition (ALPR) technology that is integrated into the same camera housing to quickly gather information tied to plate reads. The hardware for ALPR is included, and THE CITY can request activation of the ALPR service in the future if desired.
Features and Benefits
A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in a range of temperatures.
CONTINUOUS SYSTEM POWER FROM THE PATROL VEHICLE'S ENGINE that keeps the system running while the ignition is switched on.
BACK UP BATTERY POWER for up to 30 minutes once the ignition is switched off.
A BUILT-IN ALPR CAMERA with 4K sensors to help legibly capture license plates up to 3 lanes away and ~50 feet in distance, at a closing speed of ~140 MPH.
A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.
EMBEDDED REAL-TIME AWARENESS TECHNOLOGY that allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a livestream feed over an LTE connection to Axon Evidence or a mobile application.
EMBEDDED AXON SIGNAL TECHNOLOGY tied to configurable triggers that

activate cameras if a particular action is taken—like a door being opened or a weapon rack being unlocked, as well as connectivity with the Axon BWCs.
VIDEO RECALL FEATURE that allows for recovery of 24 hours of video footage if a device was not recording at the time of an incident.

Axon Signal Sidearm
Axon Signal Sidearm is a smart sensor that attaches to a firearm holster to remotely activate Axon body-worn and in-car cameras. When a firearm is removed from the holster, the Axon Signal Sidearm device transmits a signal for up to 30 seconds to activate Axon cameras up to 100 feet away. The device can be configured to activate recordings of Axon body-worn cameras or Axon Fleet in-car cameras, leading to better coverage of critical events.

Axon Respond+
Axon Respond enables remote personnel to quickly gain insight into a call-for-service or an officer's whereabouts. By simply signing into Axon Evidence or the Axon Respond mobile application, users can use the Axon Respond Map to view the real time location of officers wearing the Axon Body 4 or vehicles equipped with the Fleet in-car cameras, as well as receive live alerts and notifications.
This solution is provided anytime LTE connectivity is available. If an agency elects to upgrade to Axon Respond+, video can also be live streamed from the LTE enabled cameras. When livestreaming begins, the officer will be notified via audible and haptic (vibration) feedback and visually by an icon on the display. If stealth is enabled, the officer will not be notified.
Video and audio are livestreamed via WebRTC (Web Real-Time Communication) protocol, with media secured using SRTP (Secure Real-Time Transport Protocol), and encryption keys agreed upon using DTLS (Datagram Transport Layer Security). All are industry standards. Today, livestreaming uses AVC (h.264) for video encoding and G.711 μ-law for audio. Axon Body 4 bi-directional voice communications are encoded with Opus. Livestreams consume 800kbps-1Mbps.
A new "Watch Me" button on Axon Body 4 devices empowers officers to signal for an additional set of eyes to watch their back when responding to calls. When an officer presses this button, Axon Respond users receive a notification within moments so they can immediately support the officer. This enables supervisors and dispatchers to prioritize which officers can most benefit from additional support.
A new Voice Communication functionality is also available on Axon Body 4 devices. After starting a livestream on Axon Respond, Respond users then have the ability to start a conversation with the device wearer by pressing the "Start Call" button. The Respond viewer can then communicate with the officer by our "push-to-talk" feature. The device wearer can hands-free talk back to the Respond viewer. This feature supplies officers and supervisors with a communication method through Axon Respond.
These capabilities make it possible for those not on scene to gather better intel and help officers in the field as situations change. Whether checking in on a responding officer or sharing tactical advice during a critical event, Axon Respond gives your agency access to information in the moment.

Axon Community Request+
Axon Community Request is a tool built to securely request evidence from community members for ingestion into Axon Evidence. Axon Community Request can be used by officers in the field to collect video and audio evidence from witness or victim cell phones, or from surveillance video. Community members can then access the portal link and upload any evidence they have related to the incident in question, greatly simplifying the evidence collection process.

Axon Interview Room
Axon Interview is an interview system designed to reliably record and protect evidentiary footage throughout the interview process. Axon Interview includes both hardware and software components that are integrated together to simplify interview workflows. A standard Axon Interview setup can include one or two cameras per room, a microphone, and camera enclosures. Two servers, touch panels, and power over ethernet (POE) switches are also a part of a standard solution setup. *

Axon Device Manager
The Axon Device Manager mobile application assists agencies deploying large numbers of devices by enabling administrators to complete device management tasks for one or multiple Axon devices in seconds. Axon Device Manager transforms device management processes by starting with the devices themselves, instead of an inventory search and armory or storage room visit.

Managing Evidence
Axon Evidence
Axon Evidence is a scalable, cloud-based Digital Evidence/Asset Management System (DEMS), which stores all digital evidence in a centralized, secure system.

Axon Evidence integrates with the entire Axon Ecosystem of devices and applications, so your personnel can use its suite of features to easily store, organize, and view evidence.
Axon Evidence includes easy-to-use case-building tools and sharing workflows that allow users to build cases out of the evidence stored in the system. Once built, these cases can then be shared across your agency and with prosecuting partners in other agencies and jurisdictions.
Axon focuses on creating solutions to solve the complex challenges of digital evidence management. Rather than focusing solely on the camera or “capture” aspect, Axon looks at the bigger picture, considering the costs of ingesting, managing, retrieving, and sharing the data or the “capture to courtroom” workflow. We pay close attention to how officers interact with the application, as we believe it should conform to the needs of law enforcement and never the other way around. After years of collecting feedback and listening to input from law enforcement, Axon created the Digital Evidence Workflow (DEW) framework. The DEW Framework was designed to help agencies make sense of complicated and complex systems and highlight areas where they could improve their efficiency and effectiveness. The Axon Evidence digital evidence management solution was designed to align with and simplify this workflow.
Axon Evidence automatically integrates with all Axon solutions including TASER CEWs, Axon Fleet, and Axon body-worn cameras. Axon Evidence also has manual bulk upload capabilities to ingest and manage many other forms of digital evidence. Axon Evidence is a true end-to-end solution providing the application and the infrastructure required to run it. With Axon Evidence, all you need to access your evidentiary information is an internet connection and a standard web browser.
Axon Evidence can ingest assets from multiple sources, manage them simply with configurable metadata fields, retrieve them with an advanced search engine, automate access control and retention with intelligent workflow features, redact videos using powerful tools for FOIA requests, and collaborate effortlessly with other stakeholders using secure sharing features. Unlimited storage
Our Axon OSP package includes unlimited storage for all evidence—including Axon-generated footage, third-party footage, and anything else that can be stored in Axon Evidence. With unlimited storage, your agency will be equipped to make Axon Evidence your single destination for storage of your most critical evidence, without having to worry about storage overages or additional fees.
Third-party video support
The Axon Evidence third-party video playback feature automatically converts and plays videos not supported by the default video player. Officers and investigators will save time when ingesting video of a non-standard file type, as the feature automatically converts and plays more than 1,000 file types and their variations, with new file types added regularly and directly from customer requests.
Auto-transcribe
Axon Auto-Transcribe is a tool in Axon Evidence made up of two modules: Review Assistant and Transcription Assistant. Investigators can use Review Assistant to accelerate their review of evidence by generating a searchable, time-synced transcript of the evidence’s audio. This allows a user to click on a word spoken in the evidence file and be immediately taken to that point of the video. Transcription Assistant generates a transcript of an entire video via AI. An investigator can use Transcription Assistant to speed up the process of creating a transcript by correcting any errors in the AI-generated transcript, rather than typing a transcript from scratch.
Auto-tagging
The Auto-Tagging service takes information directly from your CAD or RMS solution and correlates it with the associated videos stored in Axon Evidence. Your officers will no longer need to manually tag their body-worn and in-car camera recordings or double-check manual entries for errors. Administrators can rest easy knowing that the metadata from your CAD and RMS systems are correlated via auto-tagging with custom retention categories in Axon Evidence, making proper evidence retention simple.

Axon Records
Axon Records is a cloud-based database application, that is intended to help improve incident reporting based on customized forms and automation tools. Axon Records is fully integrated with Axon Evidence, as well as other devices in the Axon Ecosystem, such as body-worn cameras and TASER energy weapons.
Axon Records is designed to make report writing more efficient, and submission and review processes faster, by generating information from the Axon Ecosystem of connected devices and software. Direct access to Axon Evidence allows users to seamlessly attach digital evidence from TASER devices, cameras, and citizen smartphones to an incident. Axon Records reports are collaborative in nature and can be shared with involved officers, partner agencies, and prosecutors. Cases developed in Axon Records are automatically created in Axon Evidence.
With this connectivity, agencies can access agency-wide data that can be reviewed and imported into Axon Records’ reporting modules, thus offering improved efficiency, and helping to ease your administrative burden.

Axon Investigate
Axon Investigate is a forensic platform for everything video related, with a trackable set of tools which allow users to quickly overcome challenges seen with modern video and multimedia evidence streams. Users can easily convert files to playable formats in bulk and manage multiple video sources in a single project.
Additionally, the tools in Axon Investigate Pro assist with video analysis, including multi-clip time syncing and stitching, video enhancement, narrative report creation, and court demonstratives. To accomplish these goals, Axon Investigate uses workflows—a combined set of processing steps—to forensically interrogate the media files.

Improving Performance
Axon Performance
Axon Performance is a module within Axon Evidence that provides two capabilities: reviewing individual evidence entries and managing overall performance.
Axon Performance is designed to reduce the amount of time field supervisors spend reviewing compliance with agency policies and programs. With Axon Performance, agencies streamline the supervisor review and enable supervisors to deliver tailored personnel training and feedback to ensure that teams are operating within agency guidelines and policies.
While using Axon Performance, supervisors or managerial-level staff can review electronic evidence, leave feedback on findings to be added to the Audit Report, and add inspection notes all within the Review pane.
As shown below, Axon Performance provides an easy-to-use interface to review video and mark pre-defined items, as well as enter more descriptive notes.
Axon Performance allows supervisors or managerial-level staff to review their agency's body-worn camera, Fleet and TASER metrics.
Not only can Axon Performance help an agency adhere to policies and programs currently in place, but they can leverage the technology to identify gaps in performance and evidence management. By gathering this information, your agency can work to train and improve an officer's skill set.

Axon Standards
Axon Standards is an internal affairs tool in Axon Evidence that assists with report writing and tracking of officer-involved events such as use-of-force, injury, or pursuit incidents. Supervisors, Professional Standards, or Internal Affairs (IA) units can streamline their report writing duties by having direct access to any associated digital evidence and take advantage of predictive typing, task delegation, and data management features. System administrators can create custom forms specific to an agency's policies, design routing and approval processes to match your workflows, and create automated alerts so that reports are not bottlenecked for review.
With Axon Standards, users can also access interactive reports to help provide data-driven insights and quicker investigative outcomes. These reports can help supervisors and leaders in the chain of command to thoroughly investigate staff-involved incidents, ultimately leading to better transparency amongst the community

Axon My90
My90 is a comprehensive engagement tool that helps law enforcement leaders conduct surveys, capture data, and display the results. My90 collects, de-identifies, and aggregates the survey responses to identify trends, surface positive feedback, and find specific opportunities for improvement. My90's offers three types of surveys:
- POST-CONTACT SURVEYS – Text or web-based surveys automatically sent to 911 callers to evaluate their interaction with officers
- COMMUNITY SURVEYS – Sent to the general population either in-person or online using QR codes and URLs to gauge community-wide sentiments
- EMPLOYEE SURVEYS – Short "pulse surveys" sent to agency staff via text message, email, and the web to evaluate morale or staff burnout
-

Training
Axon Virtual Reality
Axon Virtual Reality (VR) Training is an immersive training program that uses virtual reality hardware and software to enhance officer performance, critical thinking, and de-escalation skills. The solution is fully wireless and is made up of VR headsets, controllers, tablets, and integrated software.
Axon VR Training allows training at the station or a remote location, with its quick set-up experience and minimal amount of hardware. The solution has a small form factor, meaning there is no longer a need for a training room dedicated to housing cameras, truss systems, backpacks, or computers. Axon VR Training is very portable, and no complex room calibration is required.
The innovative Axon VR Training software is comprised of three core elements: Community Engagement Training, Simulator Training, and Axon Academy.

70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	For video surveillance, our products generally fall into the categories of: - Body-worn cameras - In-vehicle camera solutions - Interview Room solutions - Digital Evidence Management Systems	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Portable and mobile video camera and recording solutions, such as body-worn, in-car, and equipment-mounted devices.	(•) Yes ( ) No	Axon's offer includes the Axon Body 3 and Axon Body 4 body-worn cameras, as well as the Axon Fleet 3 in-vehicle camera solution. These products, and the mounts below, are described in answer 69 and detailed product sheets are attached. The Axon Body 3 and 4 cameras are self-contained audio-visual unit with no external wires. The cameras utilize a proprietary mounting system, allowing it to fully attach or detach from a mount in less than one second. Whether officers decide to mount their devices on a shirt, patrol vest, jacket, or belt, our easy-to-use mounting system—which includes an attachment piece built into the back of the device and an attachment receiver built into each mount—allows them to simply attach and lock the camera in a desired place and position. Officers can easily remove and securely remount the camera as needed and no alteration to uniforms is necessary for most mounts. Having multiple mounting options that attach to a variety of uniforms and clothing types can be both beneficial and convenient. Axon provides both low-retention mounts that are easy to maneuver and breakaway, as well as high-retention models that become an integral part of the uniform. With either option, officers can leverage our secure mounting system with RapidLock technology to help capture truth. The camera's magnetic mounts are strong enough to hold the devices in place while running or fighting. To mitigate the jostling and bouncing that might happen during a foot pursuit or a physical altercation, Axon camera mounts are designed to fit on the centerline or above the beltline of the user to benefit from the human body's own mechanics for absorption of impact and energy.	*
72	Permanently mounted or installed video camera and recording solutions designed for all law enforcement, school resource officers, corrections, first responders, and emergency medical services.	(•) Yes ( ) No	Axon Interview is an interview system designed to reliably record and protect evidentiary footage throughout the interview process. Axon Interview includes both hardware and software components that are integrated together to simplify interview workflows. A standard Axon Interview setup can include one or two	

			cameras per room, a microphone, and camera enclosures. Two servers, touch panels, and power over ethernet (POE) switches are also a part of a standard solution setup. Axon can build custom interview rooms to meet your specific needs. Available options include: Overt and Covert Cameras Covert Camera Enclosures Microphones Physical or Virtual Recording Servers Touch Panels Software application for workstations POE Switches Point-to-zoom cameras In-room remote viewing indicator lights Motion-detector camera activation Button-Push / Toggle switch camera activation Detectives responsible for conducting interviews will have access to an easy-to-use solution that will reliably capture crucial statements and important body language. This evidence can then be reviewed later and used when building a case. The system is controlled with touch panels that are pre-installed with Axon Interview software. With a simple tap of the screen, detectives can start an interview from either inside or outside of the interview room. The touch panel also unlocks time-saving workflows that can be leveraged during an interview—such as metadata entry to make evidence management easier, audio/video masking to protect individual privacy, note-taking tools, and bookmarking features to flag points of interest in an interview for later review. Additionally, command staff or other personnel can keep track of interviews as they happen through Axon Interview's Live Streaming application. The personnel can view multiple rooms at once and add notes and markers to an interview in progress. For security, access to interview rooms via livestream can be password protected. Features and benefits REDUNDANT ON-PREMISE STORAGE SERVERS to prevent the loss of critical evidence if a connectivity issue were to occur prior to uploading to the cloud A CONTINUOUS RECORDING BUFFER that temporarily stores audio and video to local servers, which allows agencies to retrieve evidence if a user forgot to start a recording A SECURE EVIDENCE UPLOAD PROCESS TO AXON EVIDENCE that protects the chain of custody and offers cloud-based storage	*

73	Video capable threat and weapons detection.	(•) Yes ( ) No	The Fleet 3 in-vehicle camera solution offers integrated Automatic License Plate Recognition technology. This technology can be used in combination with pre-defined criteria to alert based on a number of factors, such as a vehicle being stolen, or as part of an active search.	*
74	Related equipment complementary to the offering of the solutions in 71-73 above, including automated activation devices, lasers, monitors, recorders, microphones, and transmitters.	(•) Yes ( ) No	Axon Signal technology utilizes Bluetooth to activate nearby cameras in certain situations. This can be based on activating a TASER, withdrawing a weapon armed with Axon Signal Sidearm, and a variety of 12-volt signals in the vehicle, including, for example, activating sirens, a crash, or opening doors. Certain Axon Interview cameras can be configured to activate based on motion.	*

75	Technology, data storage, advanced analytics, redaction, and management software solutions and applications for self-hosted, cloud-based, and hybrid systems that are complementary to the offering of the solutions in 71-73 above.	(●) Yes ( ) No	Axon Evidence is a scalable, cloud-based Digital Evidence/Asset Management System (DEMS), which stores all digital evidence in a centralized, secure system. Axon Evidence integrates with the entire Axon Ecosystem of devices and applications, so your personnel can use its suite of features to easily store, organize, and view evidence. Please see the attached solution description for detailed information on Axon Evidence. Axon Evidence includes easy-to-use case-building tools and sharing workflows that allow users to build cases out of the evidence stored in the system. Once built, these cases can then be shared across your agency and with prosecuting partners in other agencies and jurisdictions. Axon focuses on creating solutions to solve the complex challenges of digital evidence management. Rather than focusing solely on the camera or “capture” aspect, Axon looks at the bigger picture, considering the costs of ingesting, managing, retrieving, and sharing the data or the “capture to courtroom” workflow. We pay close attention to how officers interact with the application, as we believe it should conform to the needs of law enforcement and never the other way around. After years of collecting feedback and listening to input from law enforcement, Axon created the Digital Evidence Workflow (DEW) framework. The DEW Framework was designed to help agencies make sense of complicated and complex systems and highlight areas where they could improve their efficiency and effectiveness. The Axon Evidence digital evidence management solution was designed to align with and simplify this workflow. Axon Evidence automatically integrates with all Axon solutions including TASER CEWs, Axon Fleet, and Axon body-worn cameras. Axon Evidence also has manual bulk upload capabilities to ingest and manage many other forms of digital evidence. Axon Evidence is a true end-to-end solution providing the application and the infrastructure required to run it. With Axon Evidence, all you need to access your evidentiary information is an internet connection and a standard web browser. Axon Evidence can ingest assets from multiple sources, manage them simply with configurable metadata fields, retrieve them with an advanced search engine, automate access control and retention with intelligent workflow features, redact videos using powerful tools for FOIA requests, and collaborate effortlessly with other stakeholders using secure sharing features.	*

76	Accessories complementary to the offering above, including docking stations, chargers, memory cards, cables, adapters, clips, mounts, batteries, holsters, and harnesses.	(•) Yes ( ) No	Docking stations The Axon Body 3 cameras are compatible with two types of docks—an 8-bay Dock and a 1-bay Dock. Each dock is designed to charge the camera or cameras, and provide a connection to our DEMS, Axon Evidence, to securely upload evidence and receive the newest operating system updates or configuration changes. Please see the attached Axon Body 3 and Axon Body 4 solution descriptions for a images and specifications. Each dock function as an Ethernet adapter, an unmanaged network switch, and charger. All Axon Body 3 cameras are compatible with any Axon Body 3 Dock. All that is required to install an Axon Body 3 Dock, is the supplied Ethernet cable, an active internet port that connects to your network, and the included power cord. Upload rates average 30 MBPS withing a dock. Each time the Axon Body 3 camera is docked, the time is automatically checked and reset. The dates and timestamps sync with the atomic clocks at the National Institute of Standards and Technology (NIST) and cannot be altered, which protects the chain of custody. The timestamp can be displayed in local or UTC. Axon also provides an option for Wall Mount Brackets, which were designed to minimize the device-storage footprint, as well as provide easy access to your device(s). The docks are typically mounted at an angle to help keep devices connected and operating lights visible. Mounts The Axon Body 3 camera is a self-contained audio-visual unit with no external wires. The camera utilizes a proprietary mounting system, allowing it to fully attach or detach from a mount in less than one second. Please see the attached Axon Body 3 and Axon Body 4 solution descriptions for a detailed list with images of all mounting options. Whether your officers decide to mount their devices on a shirt, patrol vest, jacket, or belt, our easy-to-use mounting system—which includes an attachment piece built into the back of the device and an attachment receiver built into each mount—allows them to simply attach and lock the camera in a desired place and position. Officers can easily remove and securely remount the camera as needed and no alteration to uniforms is necessary for most mounts. Having multiple mounting options that attach to a variety of uniforms and clothing types can be both beneficial and convenient. Axon provides both low-retention mounts that are easy to maneuver and breakaway, as well as high-retention models that become an integral part of the uniform. With	

			either option, officers can leverage our secure mounting system with RapidLock technology to help capture truth. The camera's magnetic mounts are strong enough to hold the devices in place while running or fighting. To mitigate the jostling and bouncing that might happen during a foot pursuit or a physical altercation, Axon camera mounts are designed to fit on the centerline or above the beltline of the user to benefit from the human body's own mechanics for absorption of impact and energy. Axon Body 4 Point of View Module The Axon Body 4 camera offers an easily integrated point-of-view camera called the Axon Flex POV Accessory. The Flex POV module does not require charging or offload. When a Flex POV module is connected, Axon Body 4 will buffer and record from the POV module perspective. When the POV module is disconnected, Axon Body 4 will automatically switch back to the Body Worn Camera perspective. When a Flex POV module is connected to a user's camera for the first time, Axon Body 4 will prompt the user to set the POV orientation. The orientation of the POV module can be determined using the letter on the top of the POV module when mounted. Once set, orientation can be updated using the camera menu. Axon Body 4 Quick Disconnect Charger While the Axon Dock is the primary means of charging, the Axon cameras can be charged by any electrical charger with a USB connector. The Axon Body 4 uses a USB 3.0, Type-C receptacle. This flexibility allows an officer to charge a camera from any location with a USB-compatible power source. The Axon Body 4 also includes a magnetic disconnect charger for additional ease of charging.	
77	Services complementary to the offering above, including training, installation, and administration of warranty programs.	(•) Yes ( ) No	A successful program depends on the ease of implementation and the experience of the deployment team. Axon's Professional Services (PSO) team includes experienced professionals who have completed hundreds of deployments covering hundreds of thousands of cameras, as well as the supporting evidence management systems. Axon's PSO, data migration, training and Fleet installation teams have extensive experience helping agencies of all sizes implement their body-worn and in-car camera programs. By offering dynamic deployment plans, experienced deployment teams, and a solution developed in-house specifically for public safety, Axon is uniquely positioned to provide customers with an effective deployment, training, and	

support experience.
With Axon, customers receive a full solution, mitigating the project and support risks associated with having multiple, different suppliers. Axon has the manufacturing capability, financial capacity and skilled and available workforce to ensure that a program is successful. Our reputation for going above and beyond to ensure that our customers are not only satisfied, but successful with our products is well known throughout the industry, and we invite all customers to validate this with objective resources.
By having our staff complete installations, customers can expect project alignment, with end users gaining a more complete picture of the features and functionality of the solutions. Our PSO team is trained specifically to install our proprietary solutions, meaning customers will benefit from having installers with the most up-to-date product information, product training, and installation techniques.
Many of our PSO implementation specialists joined Axon directly from law enforcement and were responsible for planning and managing similar projects in their former law enforcement roles. This real-world experience is an invaluable resource and allows them to predict and overcome potential challenges as well as effectively collaborate with command and IT staff. Our staff can also offer guidance on custom workflows and processes to help use your body-worn and in-car cameras and DEMS effectively and in compliance with local laws and statutes.
When selecting a solution, it is worth considering whether the hardware and software were built from company acquisitions or developed by the same engineers who support it today. The proposed body-worn and in-car camera hardware and DEMS software were designed and maintained by Axon's in-house engineers, allowing our teams to easily pass on feedback for feature requests as programs progress. Our U.S.-based Technical Support team can engage directly with our in-house engineers for advanced troubleshooting if the need arises.

At the beginning of each program, we meet with customers to define requirements and outline a project schedule.
Our programs typically include items required to:
- Migrate your existing data;
- Establish integrations with your current platforms as defined in the requirements;
- Build and deliver your solutions;
- Configure all body-worn camera LTE sim cards, establishing them on the appropriate carrier networks, and

managing all body-worn LTE data plans.
Create your initial configuration in Axon Evidence;
Train your administrators;
Install your in-car cameras and,
Provide long term support.

Deployments are led by Axon's PSO team, who will begin by reviewing the proposed project plan with designated point of contact. Axon's PSO team will coordinate direction with this point of contact throughout the project to accomplish the tasks necessary for a smooth, successful implementation. During the implementation kick-off calls, our resources will work collectively to refine the plan, and define a final schedule.
These initial discussions will set expectations for deployment timing and staffing. Administrator guides, networking information, and other critical solution information will be provided to your program point of contact to assist with planning.
Axon's PSO team will also evaluate the project for proper scoping and follow-up to obtain additional information if necessary prior to on-site services. This may include information on network specifications/bandwidth, CAD/RMS integration, desired offload method, and other system information that may require involvement from your network administrators or IT team. It is important to agree on a solid plan at the beginning of the program, as well as to set the policies that will guide how data is migrated and establish the rules that will be used to configure the systems.
The resulting plan will be documented and shared with each member of the team, providing the structure to successfully complete your project implementations.

Having your policies in place before deployment begins helps to streamline the go-live process and ensures officers are prepared to use the system as soon as possible. Additionally, necessary categories in Axon Evidence should be considered, as they determine evidence retention. Categories are completely customizable to meet your local policies and laws. To ensure proper input and legal compliance, customers should gather the following agency and community stakeholders before building your body-worn and in-car camera policies.
POLICY MAKERS – Stakeholders such as command staff and community leaders should be included when developing body-worn and in-car camera policies.
FIELD TRAINING OFFICERS – Officers who represent the end users of the devices.
EVIDENCE CUSTODIANS –

			Including those who will be responsible for digital evidence sharing is key. LEGAL REPRESENTATIVES – Including members of the larger legal community can assist with community alignment and buy-in. Once the proper stakeholders are gathered, Axon's team will collaborate with customer personnel to help draft the policy definitions necessary for the successful use of Axon Evidence. First, user roles should be considered. User roles and their permissions in Axon Evidence are highly customizable, and our PSO team can assist with the development of custom roles during deployment. Identifying the level of permissions needed (such as the ability to view evidence, share evidence, download evidence, restrict evidence, etc.) for each role is customized. The guides provided by the PSO coordinator during initial planning conversations will help with this task. When determining necessary custom retention categories, customers should consider consulting State Retention Schedules or other legal guidance. During on-site services, our PSO team can then offer guidance to set up these pre-determined retention categories in Axon Evidence. Having these critical system policies in place prior to deployment will support a quicker, more thorough roll-out. While the primary Evidence solution will be maintained in the cloud, there can be a number of areas where Axon and customers will need to agree on information technology approaches and requirements. This primarily includes decisions related to LTE and Wi-Fi uploads, networking permissions for body-worn camera docks, and offload methods for the Fleet 3 system. These discussions will happen early in the program, allowing Axon to finalize details of the implementation plan, including configuration and installation requirements. For customers with existing DEMS, Axon will help define a migration strategy. Axon Evidence is designed to be highly configurable, and supports the creation of both free-text metadata (tags) and customer-defined metadata fields. The flexibility of Axon Evidence ensures customers get the information they need that is most effective for searching, while at the same time standardizing their terminology over time. This supports greater efficiency, less re-training, and ultimately greater organizational value. Every system your agency uses may be organized a little differently. For example, in your in-car video management system, you may		

			classify evidence as “Evidence Type” whereas in your CCTV system you may classify evidence as “Offense”. Axon’s migration process allows customers to visualize and map out how they want this information to appear in Axon Evidence. Axon will work with customers to design a metadata mapping schema for Axon Evidence based on the metadata tags and fields from the legacy system. Based on this mapping schema, an Axon Field engineer will use our automated tools to map the desired metadata to fields, pre-append any audit information into Axon Evidence audit logs and upload the assets with this information populated in Axon Evidence. Axon will demonstrate this migration in a test environment for customers to review and sign off that the data is uploaded and organized as desired. Ingesting and pre-appending the audit trail for each piece of evidence maintains full evidentiary integrity as you migrate systems automatically. This allows Axon Evidence to be a single source of truth detailing the lifespan of your evidence. Upon sign-off, Axon will install the migration tools and initiate upload into the live environment. The upload of historical data will commence after all legacy cameras are decommissioned to ensure that no evidence is lost in the transition. Training Training Overview Axon’s training approach is aligned with the overall coordination of the integrated body-worn camera, in-car camera, and digital evidence management solution implementation. Our approach ensures that those responsible for administering the digital evidence ecosystem, as well as those responsible for using our systems and devices, have multiple options for initial and recurring training. We will provide initial training, as well as access to the on-line Axon Academy for refresher training, and future training of new users. Axon is highly flexible with our training options, and can adjust courses and approaches as needed based on discussions in the project planning phase. Training is largely centered around the types of users and devices, focusing on those with administrative responsibility, in house trainers, detectives, redaction technicians, body-worn camera users and Fleet users. Our proposed training is outlined below. Training Materials Our Professional Services team will provide soft copies of User Guides, Axon Quick Start Guides, and Manuals, Axon Evidence		

Administrator Reference Guide, Axon Evidence Security Guide, End-to-End Deployment Guide, Implementation Best Practices Guideline, and a Go-Live Checklist.

Additional curriculum and support materials include, but are not limited to:

- Job Aids
- E-Learning Certification Programs
- Video Training Demonstrations
- Software Simulations
- Enrollment for Virtual Classes
- Recordings of Previous Classes and Demonstrations
- Sample Lesson Plans

Key User Training (Train the Trainer)

End users can be trained one by one or in a train-the-trainer style. For a department of the size of Champaign, we advise training an initial subset of key end users. This group will serve several roles, including confirmation of system functionality, performance, and feedback on any localized issues that had not been previously identified. This initial subset of trainees can act in a “train the trainer” capacity for their co-workers and typically become a resource when newer users are activated and require training or assistance.

System Administration Training

System Administrator training typically consists of a session covering custom roles and permissions, retention categories, and other critical Axon Evidence settings. Additionally, Axon Evidence features will be discussed, including working with evidence, redaction capabilities, case functionality, reporting options, audit trails, and device inventory. Administrators will also learn how to configure items specifically related to Axon Body 3, Axon Fleet 3, Axon Signal, and ALPR.

Each System Administrator training session is generally three to four hours in length and can accommodate up to 10 users.

Axon Evidence User Training

If training for evidence technicians, supervisors, detectives, or redaction technicians is necessary for your program, our team can accommodate those needs. These sessions are customized and will cover portions of Axon Evidence that are central to the job functions of those in attendance.

Recommended Class Structure / Training Plan

Under this project, Axon will provide the following training classes:

- One (1) three-hour Super User (Administrative) Training session (two (2) sessions can be conducted, if needed). There is no limit to the number of attendees for these sessions.
- One (1) three (3) hour Train the Trainer session. There is no limit to the number of attendees for these

sessions.

One (1) one and a half (1.5) hour Evidence Tech Training. There is no limit to the number of attendees for these sessions.

Fleet 3 Training - Generally, end users will be trained on the system when they return to pick up their vehicle after hardware installation is complete. They will be trained on system operation and best practices. This process can be modified if needed; in some larger agencies a group of end users may be trained, who will then train other groups of end users.

The customer trainers would then complete the rollout of the cameras and training to all the officers. The number of classes will vary depending on the size of each department. For customer train the trainer rollout, we recommend a limit of 15 officers per class.

Training is normally conducted at the beginning of a shift so that the officer can begin using the equipment immediately. Having training coincide with deployment reinforces the material taught during training and allows any issues that arise to be addressed by training staff immediately.

While this is our recommended and proposed class structure and curriculum, our approach is flexible and can be modified to meet the needs of the City.

Additional Training Resources and Continued Learning

Our continued learning site, Axon Academy, is your go-to online resource for learning more about your TASER smart weapon, Axon camera, Axon Evidence account, and how each of these components interface with other elements of the Axon ecosystem. Supported by the Police One web infrastructure, Axon Academy is a convenient and secure way of accessing information to help agencies make the most of the Axon Ecosystem of products and digital evidence management software.

Within Axon Academy, there are three different ways to learn:

ON-DEMAND E-LEARNING MODULES – Each of these modules address a different element of the Axon Ecosystem and provide a self-paced, individual learning experience whenever is convenient for your users

VIRTUAL TRAINING COURSES – these courses are offered live via the web, and give your users the ability to participate in a class and interact with the instructor

CERTIFICATION PROGRAMS – Our comprehensive certification programs allow learners to pull together a specified list of resources to quantify their knowledge in a particular area (e.g., CEWs, Axon Evidence, Axon cameras).

Training content is developed and maintained by Axon subject matter

experts and supporting documentation is designed to provide a simple and straightforward way of learning about specific topics. The database continues to grow as our product and service offering expands.

Fleet 3 Installation
Axon Fleet 3 significantly reduces the need for bulky and expensive components often seen in traditional in-car solutions. With Axon Fleet 3, customers will benefit from minimally-designed system components such as our integrated cameras built to capture both audio and video, as well as provide integrated ALPR capability. Our sleek hardware and non-obtrusive wiring installation help optimize space within the patrol vehicle and promote an open and safe cabin in which an officer can move about freely and unobstructed.
The Axon Fleet 3 in-car system has a small form factor designed to offer a discreet and inconspicuous setup within a variety of vehicles, including civilian, unmarked, and patrol vehicles. Our team will work with customers to identify mounting locations within the vehicle that limit unwanted attention.
Our proposed solution will include all necessary wiring. Axon Fleet 3 has been developed to utilize Power over Ethernet (PoE) connections, which offer both greater connection speed and stability. All wiring will be installed and run underneath the lining of the vehicle or with the shape of the vehicle where possible. Any exposed wire will be secured, mounted, and bundled together to avoid any loose cabling.
During installation, our team will work with customers to determine the best mounting option for Axon Fleet 3 cameras in each vehicle, while keeping practical use and officer safety in mind.
Cameras are typically mounted to the windshield or rear glass with an adhesive and can be removed without permanent damage. The offered Fleet 3 system includes two cameras: the dual view, forward facing camera that includes the ALPR camera, and the interior camera to capture the rear cabin.
The Axon Fleet 3 Dual-View Camera is mounted on a swivel-ball joint that allows the camera to be panned and tilted to ensure objects of interest are within the camera's field of view. It supports 360-degree articulation. An Internal spring provides consistent sensory feedback as a user makes adjustments. The swivel-ball joint has detents that click in place every 22.5 degrees of horizontal rotation (pan) to hold the camera in the desired position.
The Axon Fleet 3 Interior Camera is mounted on an adjusted angle mount that allows the camera to be

tilted up or down to ensure objects of interest are within the camera's field of view. The Interior Mount can be adjusted to capture a comprehensive view of the cabin.

Long Term Support
In our view, a project is not over when a deployment is concluded. The final portion of any Axon delivery is our professional customer support, which starts after deployment concludes and continues for the life of the solution. Axon has included an initial five-year warranty as part of this project.
We have a multi-level approach to service, including our account specific Customer Success Managers, our 24/7 technical support and our Return Merchandise Authorization (RMA) team to help our law enforcement partners have the most successful body-worn, in-car camera and digital evidence management programs possible.
We begin the post-deployment process with a survey that allows all customers to provide feedback directly to Axon leaders, and we provide multiple options for getting help, offering suggestions, or expanding your Axon ecosystem.
Customer Success Manager
We assign a customer success manager (CSM) to your account for the remainder of your contract. Their goal is to support your day-to-day needs, educate you on new features, and help you receive value from your investment. Your CSM will wear multiple hats, from project management to product expert to consultant, and will continually be focused on making the City more efficient and confident in your daily workflows.
As your program develops and progresses, your CSM can take hardware and software feedback and pass it along to our engineers—another benefit of deploying a solution that is serviced by the same engineers who developed it. In fact, many new features have been built directly from such suggestions from our law enforcement partners. They will also work with your sales executive if any further purchases are desired. Your CSM can be reached by phone or email and can be adaptable to your communication preferences.
24/7/365 Technical Support
Our Technical Support team is US-based and offers live phone support 24 hours a day, seven days a week. This is included as part of your investment in the Axon ecosystem and any member of your agency can call; our staff will help anyone with their questions, not just supervisors. A caller is usually talking with one of our support staff within 30 seconds of placing their call. Online, email-based support and remote-location

			troubleshooting are also included. If a technical issue requires advanced troubleshooting or interfacing with our in-house engineers, our Senior Technical Support team (Tier 2) can take over from the Technical Support team (Tier 1). All senior technical support representatives hold certifications from their respective governments for access to CJI. The team currently holds a variety of education and information technology certifications, and many have a background in law enforcement. RMA Process If equipment needs to be returned for repair or warranty work, we make the process as simple and hassle-free as possible. Axon's return material authorization (RMA) request process is housed directly within Axon Evidence, allowing users with appropriate permissions to create repair requests easily. Our US-based RMA team works out of our Scottsdale, AZ headquarters. All returns are initiated, tracked, and managed using the hardware's unique device serial number, which also correlates with warranty status and helps protect evidence integrity if evidence recovery is needed. Axon's RMA process is also integrated with FedEx and return labels are provided at no extra cost.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe the security features of your proposed solutions in relation to data security.	Axon Evidence, the same application used for managing TASER evidence, is a cloud-based solution that complies with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy, which sets the minimum-security requirements to provide an acceptable level of assurance to protect the full lifecycle of Criminal Justice Information (CJI). Axon Cloud Services was designed and is operated to ensure that it is compliant with the FBI CJIS Security Policy at both the application and data storage layers. Customers can be assured that their digital data is protected by a robust information security program that is designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats. The Axon CJIS Compliance White paper outlines the specific security policies and practices for Axon Evidence and how they are compliant with the CJIS Security Policy. Read more about Axon's CJIS Compliance program and commitments here. http://www.axon.com/compliance. Axon Evidence offers numerous data security management functions to meet and exceed industry standards for the architecture and security of Axon Evidence. Axon has developed and operates secure software development lifecycle procedures (SDLC). Execution within the SDLC ensures security is evaluated at every phase of development and that quality measures are met. All evidence data is encrypted at rest and in transit. Robust SSL/TLS is implemented for data in transit using TLS 1.2 with a 256-bit connection and Perfect Forward Secrecy. Evidence data stored at rest is encrypted with at least 256-bit AES. The graphic below offers a high-level view of the various layers of security implemented in the CJIS compliant solution. Axon's compliance with a number of security standards in addition to CJIS demonstrate our commitment to providing a trustworthy platform to our customers, and offers a way to understand the controls put in place to secure Axon Evidence and the data you store in it. These additional certifications, compliance measures, and security assurances include: ISO/IEC 27001:2013 Certified - Information Security Management Standards ISO/IEC 27017:2015 Certified - Code of Practice for Information Security Controls	

ISO/IEC 27018:2019 Certified - Code of Practice for Protecting Personal Data in the Cloud
CALEA Standard 17.5.4 Compliant
HIPAA and HITECH
AICPA SOC 2 Type 2 Reporting (Applicable only to Axon Evidence)
Cloud Security Alliance - CSA STAR Attestation (Level Two)
Cloud Security Alliance - CSA STAR Self-Assessment (Level One)
Accessibility Conformance Report - WCAG 2.0 & VPAT/Section 508

BWC Security Overview
Law enforcement data is among the most sensitive in the world and, with Axon's robust information security program, we can help keep that data protected at all times. Our latest body-worn camera, Axon Body 3, includes a number of security features that help keep your valuable evidence and other information safe.
Both physical and software approaches ensure the security of data even if the camera is lost or stolen, and help you maintain a proper chain of custody.
Physical Security
SECURED COMPARTMENT – Axon assembles Axon Body 3 cameras with Torx screws, thus preventing access to the storage without proper tools. *
EMMC STORAGE (EMBEDDED MULTIMEDIA CARD) – eMMC storage is populated on the circuit board rather than using an SD card. Accessing and reading eMMC is difficult and would require destruction and/or modification of the circuit board. Videos cannot be deleted from the camera. Cameras will not natively mount into a Microsoft Windows operating system like a mass storage device such as a flash drive or external hard drive would.
Software/Firmware Security
NO PARTITION TABLE – The storage media does not have a partition table and will show as an unreadable drive/ card (under any operating system).
ENHANCED VIDEO AUTHENTICITY & INTEGRITY VALIDATION – Authentication and validation checks between the camera and Axon Evidence;
SIGNED COMMANDS – Cryptographic validation of commands sent to the camera from Axon Evidence;
SECURE BOOT – Only trusted, cryptographically signed firmware will run on the camera;
HASH TREE IMPLEMENTATION – Facilitates multiple layers of forensic integrity;
DISK ENCRYPTION – While on the device, evidentiary video is protected from manipulation with AES-XTS 128-bit encryption. Currently AES-128 is acceptable for protection of classified data, up to SECRET, by the US federal government.

Secure Transfer
The Secure Upload Process
Axon cameras are designed to protect and preserve the evidence they capture. The cameras store all video files securely in onboard storage until the files are completely and successfully transferred into the digital evidence management system. All communication between the Axon Body 3 camera and Axon Evidence is conducted over 256-bit AES encryption to safeguard data during transfer.
During offload from the camera to Axon Evidence:
1. The precomputed SHA-2 cryptographic hash tree is located for each video that needs to be uploaded and each SHA-2 hash tree is computed immediately after the corresponding MP4 video finishes recording.
2. The SHA-2 cryptographic hash tree and video metadata are transmitted to Axon Evidence. The MP4 video files are saved securely on Axon Evidence in their original state, as verified by the SHA-2 hash tree function.
3. Upon completion of the upload process, the SHA-2 cryptographic hash tree values are evaluated to detect data corruption of any kind. A contiguous SHA-2 hash is computed after this verification step.
4. Once the hash values and data integrity are verified, the file is confirmed to be uploaded, and the corresponding video files are deleted from the camera.
If a transfer is terminated before its video files are fully uploaded, any files not completely uploaded to Axon Evidence will remain on the camera, so that upload can resume the next time the camera is docked or connected.
Loss of power to an Axon camera will not cause data loss or corruption. The devices maintain a suitable amount of backup power to ensure proper shutdown. If a device were to lose power, it would properly close out all incident files (videos) to ensure that no data was lost or corrupted. In the event of sudden and complete power loss, the device will perform a video recovery operation during the next boot process and close out the incident file. The interrupted recording file, as well as any previously recorded files, will be available once power is restored.

79	Describe the data storage, Artificial Intelligence (AI) analytics, and management features and functionality as they relate to your proposed products.	As a cloud-based system, Axon Evidence's architecture is modular, scalable, and extensible. All data is stored in the Evidence instance at a Microsoft Azure data center. Managing the vast amount of digital evidence available to agencies today can be overwhelming. Especially when the burden is on end users to keep evidence organized—no matter the source. This becomes even more difficult when digital evidence is stored in various locations, on different devices, and across many platforms. Axon's unlimited third-party storage plan—which includes storage for both Axon-captured evidence and third-party evidence—offers agencies a modernized approach to digital evidence management that is affordable, convenient, modular, secure and can scale to meet any storage requirements. With unlimited storage, Axon Evidence can be the main source of storage for all digital evidence. You can then easily manage, store, share, receive, and investigate your data all from a single system. To help with the usability of large data volumes, content that has not been viewed or accessed for six months may be moved into archival storage. Archived files are still searchable and can be retrieved with a single click. Interview Room Axon Interview uses a local storage server to temporarily store video before upload to Axon Evidence. This is in place to ensure that no evidence is lost due to communications issues. Axon Body Worn Cameras Axon cameras will never overwrite previously recorded footage. It is not possible to delete or modify any video content on the device; videos are only deleted from the camera once they completely and verifiably upload to the application. This safeguard ensures no video content is accidentally lost or altered. The Axon Body 3 has 64 GB of non-removable storage to house captured video files and the camera's operating system. This is sufficient to hold 11 to 46 hours of recorded video (depending on resolution). The Axon Body 4 has 128 GB of non-removable storage on a solid state eMMC to house captured video files and the camera's operating system. This is sufficient to hold 11 to 103 hours of recorded video (depending on resolution). Axon Performance Axon Performance allows supervisors or managerial-level staff to review their agency's body-worn camera, Fleet and TASER metrics. Not only can Axon Performance help an agency adhere to policies and programs currently in place, but they can leverage the technology to identify gaps in performance and evidence management. By gathering this information, your agency can work to train and improve an officer's skill set. Please see the attached solution overview for more information. Auto-transcription As cases make their way through the justice system, an accurate transcript will be required at some point. Manual transcription typically takes 4-10 times longer to produce than the length of the actual audio, meaning there are often lengthy backlogs and budget constraints, which slow the delivery of admissible evidence. Furthermore, during the transcription process, transcribers are forced to repeatedly listen to potentially disturbing audio to ensure accuracy. To address these issues, Axon's Transcription Assistant offers access to powerful artificial intelligence (AI) and an intuitive user interface (UI) to help make transcribing audio faster and more efficient.

80	Describe how your proposed product(s) or systems integrates with Computer Aided Dispatch, Records Management, Digital Evidence Management, and/or Situational Awareness Systems.	Axon Evidence is a Digital Evidence Management System (DEMS), and a large benefit with Axon is that our full ecosystem of products natively integrates with Axon Evidence. There is never a need to worry about the core integration of evidence collection, storage and management as Axon provides all these capabilities. Axon has a proven integration with situational awareness systems such as RapidSOS and Flock through our Axon Respond API. This API is fully developed and requires no additional work for customers. Generally, the situational awareness systems will begin polling Axon Respond continuously, providing real-time access to officer locations. The location data of both body-worn and Fleet cameras will flow into these systems for visualization on their display. Integration with CAD/RMS Auto-tagging is a feature that categorizes videos based on the correlated event metadata captured by the respective systems. Common data already collected by the CAD or RMS, such Event ID, Event Type, Officer Badge ID, and Dispatched and Cleared Times can be automatically associated with evidence, without the need for manual intervention. Integrating a CAD or RMS system with Axon Evidence will save officers valuable time, because the majority of tags will be automatically added by the system. With auto-tagging, officers simply record videos with Axon body-worn or in-car cameras and upload them. Axon Evidence will use the data from the CAD and RMS solutions to apply the appropriate tags. Officers will still be able to add custom metadata tags in the field. On a regular schedule, customers export a database-printout file to a specific folder from the CAD or RMS software. The printout file format, generally an .xml or .csv, is designed to comply with Axon Evidence requirements for integration. Axon supplies a .NET 4.0 service “Integrator Application” on your server that monitors the selected folder. When the service detects the presence of a printout file, it encrypts the file using AES 256-bit encryption and sends it securely to Axon Evidence. After Axon Evidence confirms receipt of the file, the application deletes the local copy of the file. Axon Evidence decrypts the printout file and parses the data found in the file. Using an algorithm, Axon Evidence determines which evidence file each piece of data applies to and tags those files appropriately. Evidence can be auto-tagged for 72 hours after upload, and then will require manual tagging. When Axon Evidence finishes processing a batch of data received from the CAD/RMS solution, it sends the specified recipients a reporting email that includes summary results of the processing and detailed reports about evidence matched.

81	Describe how your system allows for secured sharing of videos - file sharing systems.	Sharing Evidence Axon Evidence enables users to share content with internal and external stakeholders without the need for additional licenses. This includes other agencies already using Axon Evidence or Axon Justice Premier, as well as external users who do not have Axon Evidence accounts. Sharing with Outside Agency Axon Evidence Users Axon Evidence makes it easy to share evidence and cases with other Axon Evidence agencies, as well as those utilizing our Justice Premier solution for prosecutors and public defenders. Since these external users already have Axon Evidence credentials, shared evidence can be used in the same way as their own digital evidence. After evidence is added to Axon Evidence, a user can simply share the case with any of their trusted partner agencies with Axon Evidence credentials. As users share evidence with partner agencies, the partner agencies will only have access to the data a user has chosen to share via an access list. All unshared data remains completely unavailable. When files are shared with a partner agency, Axon Evidence sends a copy of the files and their associated metadata, which the partner agency can manage independently without affecting the original evidence. Any evidence that is shared is preserved in its original form in the sharer's instance of Axon Evidence. Sharing With Non-Axon Evidence Users A user can share evidence with those who are not Axon Evidence users by emailing a download link to an external email address. Audit Trails, Table of Contents, and Transcripts, an Optional Message and the Duration in days that the share is active, can all be shared with the core evidence. All included documents will be made available via a ZIP folder, which a recipient can access without having to sign into an Axon Evidence account. There are no additional authorizations or licenses required by Axon to share files using this method. However, please note that access can no longer be centrally controlled once it is downloaded locally. Data Export Users cannot modify original videos captured for chain of custody and chain of evidence reasons. If the original content or video evidence is uploaded as an MP4 it will be downloaded as an MP4 for review. Axon does not apply any proprietary formats when files are exported. This applies with any files such as PDF, DOC, AVI, WAV, MP3, AAC, etc. At the time of upload an SHA cryptographic hash function is generated and used to verify the integrity of the content uploaded. This SHA hash is also available at time of download for verification of authenticity.
82	Detail how your system complies with Criminal Justice Information Systems (CJIS) security requirements.	Axon Evidence, the same application used for managing TASER evidence, is a cloud-based solution that complies with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy, which sets the minimum-security requirements to provide an acceptable level of assurance to protect the full lifecycle of Criminal Justice Information (CJI). Axon Cloud Services was designed and is operated to ensure that it is compliant with the FBI CJIS Security Policy at both the application and data storage layers. Customers can be assured that their digital data is protected by a robust information security program that is designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats. The Axon CJIS Compliance White paper outlines the specific security policies and practices for Axon Evidence and how they are compliant with the CJIS Security Policy. Read more about Axon's CJIS Compliance program and commitments here. http://www.axon.com/compliance.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - 2023 Axon Pricebook - Sourcewell 2.0.xlsx - Tuesday October 10, 2023 15:41:59
- Financial Strength and Stability - AXON_2022_AnnualReport.pdf - Tuesday October 10, 2023 15:42:15
- Marketing Plan/Samples - Cooperative Contract Marketing Example.docx - Wednesday October 11, 2023 15:08:36
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Axon-Master Services and Purchasing Agreement- Sourcewell 101223.docx - Tuesday October 10, 2023 15:43:02
- Standard Transaction Document Samples - Axon-Master Services and Purchasing Agreement- Sourcewell 101223.docx - Tuesday October 10, 2023 15:42:43
- Upload Additional Document - Product Descriptions.zip - Tuesday October 10, 2023 15:46:25
- Requested Exceptions - Sourcewell RFP 101223 - Axon's Exceptions.docx - Tuesday October 10, 2023 15:42:34

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kenneth Maum, Senior Proposal Manager, Axon

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_RFP_101223_Public_Safety_Surveillance Thu October 5 2023 08:32 AM	☑	3
Addendum_10_RFP_101223_Public_Safety_Surveillance Mon October 2 2023 03:56 PM	☑	1
Addendum_9_RFP_101223_Public_Safety_Surveillance Tue September 26 2023 03:16 PM	☑	1
Addendum_8_RFP_101223_Public_Safety_Surveillance Thu September 21 2023 04:09 PM	☑	1
Addendum_7_RFP_101223_Public_Safety_Surveillance Thu September 21 2023 07:35 AM	☑	1
Addendum_6_RFP_101223_Public_Safety_Surveillance Wed September 20 2023 12:49 PM	☑	1
Addendum_5_RFP_101223_Public_Safety_Surveillance Mon September 18 2023 03:49 PM	☑	1
Addendum_4_RFP_101223_Public_Safety_Surveillance Fri September 15 2023 10:52 AM	☑	1
Addendum_3_RFP_101223_Public_Safety_Surveillance Tue September 5 2023 03:47 PM	☑	1
Addendum_2_RFP_101223_Public_Safety_Surveillance Fri August 25 2023 01:53 PM	☑	2
Addendum_1_RFP_101223_Public_Safety_Surveillance Fri August 25 2023 11:11 AM	☑	2

Docusign Envelope ID: B1E3F23E-689D-488C-8255-0EB13BEC2BC7

AMENDMENT #1
TO
CONTRACT # 101223-AXN

THIS AMENDMENT is effective upon the date of the last signature below (Effective Date) by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier), collectively referred to as "parties."

Sourcewell awarded a contract to the Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027 (Contract).

Supplier requested that its Canadian affiliate, Axon Public Safety Canada, Inc., be named as an additional Contract holder.

Therefore, the parties agree that as of the effective date of this Amendment, the named Contract holder "Axon Enterprise, Inc." in Contract # 101223-AXN will be replaced with "Axon Enterprise, Inc. and it's Canadian affiliate Axon Public Safety Canada, Inc."

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: Signed by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 2/4/2025 | 10:39 AM CST

Axon Enterprise, Inc. and it's Canadian affiliate Axon Public Safety Canada, Inc.

By: Signed by: 55DAEBB131A4424...

Robert Driscoll, VP, Assoc. General Counsel

Date: 2/4/2025 | 9:07 AM MST

Docusign Envelope ID: 1A21341D-D25A-412C-81D8-C665C6D2E5C5

AMENDMENT #2
TO
CONTRACT # 101223-AXN

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier), collectively referred to as "parties."

Sourcewell awarded a contract to the Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027 (Contract).

On April 28, 2025, the parties signed a Price and Product Change Request (PNP) amendment to expand Supplier's product range to offer additional configuration choices for existing products.

NOW, THEREFORE, the parties wish to amend the Contract to add certain appendices related to that PNP, which are attached and incorporated into this Amendment, specifically:

a. Appendix for AI Technology
b. Dedrone Product Appendix

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 5/11/2025 | 10:31 PM CDT

Axon Enterprise, Inc. and its Canadian affiliate Axon Public Safety Canada, Inc.

Signed by:
By: Robert E. Driscoll Jr.
55DAEBB131A4424...
Robert Driscoll, VP, Assoc. General Counsel

Date: 5/7/2025 | 2:44 PM MST

Docusign Envelope ID: 9BEAD083-1BAE-4F09-82F5-26B263E389C2

AMENDMENT #3
TO
CONTRACT #101223-AXN

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier).

Sourcewell entered into a contract (101233-AXN) with Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software, and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027.

The Parties wish to incorporate further changes into the Contract in order to add additional products and services.

The Parties therefore agree as follows:

> The attached and incorporated appendices are hereby replaced in their entirety within the Contract: ALPR Appendix (replacing Axon Fleet Appendix).

Except as amended, the Contract remains in full force and effect.

Sourcewell

Signed by: Jeremy Schwartz C0FD2A139D06489...

By: _____

Jeremy Schwartz
Chief Operating Officer

Date: 8/12/2025 | 4:12 PM CDT

Axon Enterprise, Inc.

Signed by: 55DAEBB131A4424...

By: _____

Robert E. Driscoll
Deputy Corporate Counsel

Date: 8/14/2025 | 11:27 AM MST

Docusign Envelope ID: 9BEAD083-1BAE-4F09-82F5-26B263E389C2

AXON ALPR APPENDIX

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") or Axon Outpost or Axon Lightpost (collectively all "ALPR Products") is included on the Quote, this Appendix applies.

Customer Responsibilities.

1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule.

Third-party Installer. Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

1. **Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP) or "Outpost Technology Assurance Plan" (Outpost TAP) or any lightpost extended warranty or refresh, Axon will provide Customer with the same or like model of applicable Axon Devices included in the applicable TAP ("Axon Upgrade") as scheduled on the Quote.
2. If Customer would like to change models for the Axon Upgrade, Customer must pay the difference between the MSRP for the offered Axon Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Upgrade.
3. Within thirty (30) days of receiving the Axon Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

Axon Fleet Specific Terms.

1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its

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partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

Axon Outpost Specific Terms.

1. **Outpost License and Permits.** Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.
2. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.

Axon Lightpost Specific Terms.

1. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.

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2. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.
3. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

Wireless Offload Server.

1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
3. **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

WOS Support. Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

1. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

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AMENDMENT #4
TO
CONTRACT #101223-AXN

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier).

Sourcewell entered into a contract (#101223-AXN) with Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software, and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027.

Supplier has requested to update an Appendix to the Contract.

Now Therefore, the Parties agree as follows:

Exhibit A of the Contract is amended to incorporate the following into the Axon Master Services and Purchasing Agreement, Axon Cloud Services Terms of Use Appendix:

1. **Carbyne Products and Services**

1.1. **Privacy Policy.** Carbyne Privacy Policy governs the collection, use and disclosure of certain data provided to Axon in connection with Customer's use of the Carbyne products and services. The current policy is located: https://carbyne.com/app-privacy-policy/ and is incorporated into this Agreement by reference.

1.2. **Data Retention and Storage.** Unless Customer provides Axon with written instruction otherwise, Axon will retain Customer Content which uploaded to the Carbyne cloud services or which is recorded or stored in the course of your use of the Carbyne products and services, for a period of two years (the period we retain your data referred to as the "Data Retention Period"), provided that Customer acknowledges it is responsible for your compliance with any applicable data retention laws. Customer Content is automatically deleted after the Data Retention Period; however, at any time prior to such deletion, Customer may download Customer Content which has been stored on the Carbyne Cloud Services. Customer is solely responsible for the retention of such data for any applicable retention periods and for the purpose of any subsequent data requests.

1.3. **Disclaimer. CUSTOMER ACKNOWLEDGES THE CARBYNE PRODUCTS DO NOT PROVIDE TELEPHONE SERVICES, INTERCONNECTED VOIP SERVICES, OR 911 SERVICES. AXON MAKES NO REPRESENTATION THAT CARBYNE PRODUCTS ARE AN INTERCONNECTED VOIP SERVICE.**

2. **Prepared Products and Services.**

2.1. Prepared product deployment timelines for Prepared products within the Scope of Work (SOW) shall be mutually agreed to by the Parties in the SOW. The initial deployment of Assistive Call Taking (ACT) may take up to 12 months from the execution of the SOW and the service start date listed in the Agreement; deployments of the remaining Prepared products may take up to twenty-four (24) months from the execution of the SOW. Axon must confirm feasibility based on technical requirements for prepared products prior to the execution of the SOW.

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2.2. Customers using Solacom (Comtech CHE) call handling equipment in a multi-tenant configuration are not eligible for Prepared ACT or Prepared AQA, as call audio cannot be isolated to a single agency. Such Customers remain eligible for ANET and Assist Dispatch. Customers on Solacom single-tenant configurations are eligible for all Prepared products, subject to SPAN port fees described below.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sou Signed by: Jeremy Schwartz C0FD2A139D06489...

By: _____

Jeremy Schwartz
Chief Operating and Procurement Officer

Date: 3/11/2026 | 7:54 PM CDT

Axo Signed by: Robert Driscoll 55DAEBB131A4424...

By: _____

Robert E. Driscoll
Deputy Corporate Counsel

Date: 3/12/2026 | 10:51 AM MST

Q-823533-46178NB

Issued: 06/05/2026

Quote Expiration: 06/30/2026

Estimated Contract Start Date: 08/01/2026

Account Number: 110673

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Dona Ana County Sheriff's Dept. - NM 845 N Motel Blvd Las Cruces, NM 88007-8100 USA	Doña Ana County Sheriff's Dept. - NM 845 N Motel Blvd Las Cruces NM 88007-8100 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Nick Butier Phone: Email: nbutier@axon.com Fax:	Nathan Jimerson Phone: 5752021505 Email: nathanj@donaanacounty.org Fax:

Quote Summary

Program Length	91 Months
TOTAL COST	$10,296,049.57
ESTIMATED TOTAL W/ TAX	$10,985,883.78

Discount Summary

Average Savings Per Year	$597,288.94
TOTAL SAVINGS	$4,529,441.11

Payment Summary

Date	Subtotal	Tax	Total
Jul 2026	$980,450.90	$48,709.21	$1,029,160.11
Jul 2027	$1,330,799.81	$91,589.29	$1,422,389.10
Jul 2028	$1,330,799.81	$91,589.29	$1,422,389.10
Jul 2029	$1,330,799.81	$91,589.29	$1,422,389.10
Jul 2030	$1,330,799.81	$91,589.29	$1,422,389.10
Jul 2031	$1,330,799.81	$91,589.29	$1,422,389.10
Jul 2032	$1,330,799.81	$91,589.29	$1,422,389.10
Jul 2033	$1,330,799.81	$91,589.26	$1,422,389.07
Total	**$10,296,049.57**	**$689,834.21**	**$10,985,883.78**

Quote Unbundled Price:	**$14,626,164.23**
Quote List Price:	**$12,192,784.53**
Quote Subtotal:	**$10,296,049.57**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1			$1.00	($464,529.25)	($464,529.25)	($38,974.00)	($503,503.25)
100552	TRANSFER BALANCE - GOODS	1			$1.00	$170,935.20	$170,935.20	$0.00	$170,935.20
S00016	AXON AI - AI ERA	190	91	$286.82	$229.20	$206.28	$3,566,581.20	$299,236.16	$3,865,817.36
HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	190	91			$0.00	$0.00	$0.00	$0.00
Fleet3ARe	Fleet 3 Advanced Renewal	160	31	$300.88	$182.09	$154.78	$767,708.80	$42,633.67	$810,342.47
Fleet3ARe	Fleet 3 Advanced Renewal	160	60	$232.60	$189.57	$161.13	$1,546,848.00	$100,457.56	$1,647,305.56
BWCUwTAP	BWC Unlimited with TAP	190	91	$134.57	$109.42	$93.01	$1,608,142.90	$103,952.37	$1,712,095.27
A la Carte Hardware									
101009	AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER	5			$2,054.00	$1,540.50	$7,702.50	$0.00	$7,702.50
101010	AXON VR - TAP REFRESH 2 - HANDGUN CONTROLLER	5			$2,156.00	$1,617.00	$8,085.00	$0.00	$8,085.00
101011	AXON VR - TAP REFRESH 3 - HANDGUN CONTROLLER	5			$2,218.00	$1,663.50	$8,317.50	$0.00	$8,317.50
100210	AXON VR - TAP REFRESH 1 - TABLET	8			$1,578.00	$1,183.50	$9,468.00	$0.00	$9,468.00
20373	AXON VR - TAP REFRESH 1 - HEADSET	6			$2,156.00	$1,617.00	$9,702.00	$0.00	$9,702.00
100400	AXON TASER 10 - CARTRIDGE - HALT	450			$24.00	$21.60	$9,720.00	$0.00	$9,720.00
100400	AXON TASER 10 - CARTRIDGE - HALT	450			$24.00	$21.60	$9,720.00	$0.00	$9,720.00
100400	AXON TASER 10 - CARTRIDGE - HALT	450			$24.00	$21.60	$9,720.00	$0.00	$9,720.00
100211	AXON VR - TAP REFRESH 2 - TABLET	8			$1,651.00	$1,238.25	$9,906.00	$0.00	$9,906.00
20374	AXON VR - TAP REFRESH 2 - HEADSET	6			$2,244.00	$1,683.00	$10,098.00	$0.00	$10,098.00
101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	7			$1,931.00	$1,448.25	$10,137.75	$0.00	$10,137.75
100212	AXON VR - TAP REFRESH 3 - TABLET	8			$1,709.00	$1,281.75	$10,254.00	$0.00	$10,254.00
20375	AXON VR - TAP REFRESH 3 - HEADSET	6			$2,329.00	$1,746.75	$10,480.50	$0.00	$10,480.50
101013	AXON VR - TAP REFRESH 2 - TASER CONTROLLER	7			$2,010.00	$1,507.50	$10,552.50	$0.00	$10,552.50
101014	AXON VR - TAP REFRESH 3 - TASER CONTROLLER	7			$2,086.00	$1,564.50	$10,951.50	$0.00	$10,951.50
100399	AXON TASER 10 - CARTRIDGE - LIVE	1200			$24.00	$21.60	$25,920.00	$0.00	$25,920.00
100399	AXON TASER 10 - CARTRIDGE - LIVE	1200			$24.00	$21.60	$25,920.00	$0.00	$25,920.00
100399	AXON TASER 10 - CARTRIDGE - LIVE	1200			$24.00	$21.60	$25,920.00	$0.00	$25,920.00
20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	150			$5,158.44	$4,642.60	$696,390.00	$0.00	$696,390.00
H00002	AB4 Multi Bay Dock Bundle	24			$1,638.90	$0.00	$0.00	$0.00	$0.00
A la Carte Software									
50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	2	91		$1,500.00	$1,350.00	$2,700.00	$0.00	$2,700.00
50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	91		$1,750.00	$1,575.00	$3,150.00	$0.00	$3,150.00
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	2	91		$29.83	$26.85	$4,886.16	$409.95	$5,296.11
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	91		$34.88	$31.39	$5,713.34	$479.35	$6,192.69
102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	5	91		$40.16	$36.14	$16,445.50	$1,379.78	$17,825.28
100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	3	91		$141.67	$127.50	$34,808.31	$2,920.42	$37,728.73
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM	4	91		$118.17	$106.35	$38,712.48	$3,247.97	$41,960.45

	UNLIMITED							
20248	AXON TASER - EVIDENCE.COM LICENSE	150	91	$6.16	$5.54	$75,675.00	$6,349.14	$82,024.14
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	190	91	$11.47	$10.09	$174,518.80	$14,642.13	$189,160.93
73739	AXON PERFORMANCE - LICENSE	190	91	$11.47	$10.09	$174,518.80	$14,642.13	$189,160.93
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	190	91	$11.47	$10.09	$174,518.80	$14,642.13	$189,160.93
102610	AXON COMMUNITY LINK	190	91	$17.21	$15.14	$261,854.20	$21,969.56	$283,823.76
73447	AXON BODY - LICENSE - FUSUS LIVESTREAM	190	91	$17.21	$15.14	$261,854.20	$21,969.56	$283,823.76
20370	AXON VR - USER ACCESS - FULL VR	150	91	$27.54	$20.66	$281,941.50	$23,654.90	$305,596.40
100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	190	91	$34.65	$30.49	$527,206.30	$44,232.61	$571,438.91
A la Carte Warranties								
101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	2		$464.00	$417.60	$835.20	$70.08	$905.28
101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	2		$464.00	$417.60	$835.20	$70.08	$905.28
100213	AXON VR - EXT WARRANTY - TABLET	8	80	$4.71	$3.53	$2,260.80	$189.68	$2,450.48
100197	AXON VR - EXT WARRANTY - HEADSET	6	80	$7.01	$5.26	$2,523.60	$211.74	$2,735.34
101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	5	80	$10.68	$8.01	$3,204.00	$268.81	$3,472.81
80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	5	91	$8.83	$7.95	$3,615.90	$303.38	$3,919.28
101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	7	80	$10.04	$7.53	$4,216.80	$353.79	$4,570.59
80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	181	91	$0.57	$0.51	$8,449.08	$708.87	$9,157.95
100704	AXON TASER 10 - EXT WARRANTY - HANDLE	150	91	$9.52	$8.57	$116,953.50	$9,812.39	$126,765.89
Total						**$10,296,049.57**	**$689,834.21**	**$10,985,883.78**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 CONNECTED HARDWARE BUNDLE	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	190	1	07/01/2026
AB4 CONNECTED HARDWARE BUNDLE	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	6	1	07/01/2026
AB4 CONNECTED HARDWARE BUNDLE	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	209	1	07/01/2026
AB4 CONNECTED HARDWARE BUNDLE	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	209	1	07/01/2026
AB4 CONNECTED HARDWARE BUNDLE	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	209	1	07/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	24	1	07/01/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	24	1	07/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	24	1	07/01/2026
A la Carte	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200	1	07/01/2026
A la Carte	100400	AXON TASER 10 - CARTRIDGE - HALT	450	1	07/01/2026
A la Carte	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200	1	07/01/2027
A la Carte	100400	AXON TASER 10 - CARTRIDGE - HALT	450	1	07/01/2027
A la Carte	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200	1	07/01/2028
A la Carte	100400	AXON TASER 10 - CARTRIDGE - HALT	450	1	07/01/2028
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	196	1	01/01/2029
BWC Unlimited with TAP	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	24	1	01/01/2029
A la Carte	100210	AXON VR - TAP REFRESH 1 - TABLET	8	1	01/01/2029
A la Carte	101009	AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER	5	1	01/01/2029
A la Carte	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	7	1	01/01/2029
A la Carte	20373	AXON VR - TAP REFRESH 1 - HEADSET	6	1	01/01/2029
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	160	1	02/01/2029

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	5	1	02/01/2029
A la Carte	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	150	1	02/01/2029
BWC Unlimited with TAP	73310	AXON BODY - TAP REFRESH 2 - CAMERA	196	1	07/01/2031
BWC Unlimited with TAP	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	24	1	07/01/2031
A la Carte	100211	AXON VR - TAP REFRESH 2 - TABLET	8	1	07/01/2031
A la Carte	101010	AXON VR - TAP REFRESH 2 - HANDGUN CONTROLLER	5	1	07/01/2031
A la Carte	101013	AXON VR - TAP REFRESH 2 - TASER CONTROLLER	7	1	07/01/2031
A la Carte	20374	AXON VR - TAP REFRESH 2 - HEADSET	6	1	07/01/2031
A la Carte	100212	AXON VR - TAP REFRESH 3 - TABLET	8	1	01/01/2034
A la Carte	101011	AXON VR - TAP REFRESH 3 - HANDGUN CONTROLLER	5	1	01/01/2034
A la Carte	101014	AXON VR - TAP REFRESH 3 - TASER CONTROLLER	7	1	01/01/2034
A la Carte	20375	AXON VR - TAP REFRESH 3 - HEADSET	6	1	01/01/2034
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	160	1	02/01/2034
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	5	1	02/01/2034

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AI - AI ERA	101740	AXON - AI SOFTWARE LICENSE	190	08/01/2026	02/28/2034
BWC Unlimited with TAP	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	190	08/01/2026	02/28/2034
BWC Unlimited with TAP	73746	AXON EVIDENCE - ECOM LICENSE - PRO	190	08/01/2026	02/28/2034
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	160	08/01/2026	02/28/2029
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	160	08/01/2026	02/28/2029
Fleet 3 Advanced Renewal	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	160	08/01/2026	02/28/2029
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	320	08/01/2026	02/28/2029
A la Carte	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	190	08/01/2026	02/28/2034
A la Carte	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	3	08/01/2026	02/28/2034
A la Carte	102610	AXON COMMUNITY LINK	190	08/01/2026	02/28/2034
A la Carte	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	5	08/01/2026	02/28/2034
A la Carte	20248	AXON TASER - EVIDENCE.COM LICENSE	150	08/01/2026	02/28/2034
A la Carte	20370	AXON VR - USER ACCESS - FULL VR	150	08/01/2026	02/28/2034
A la Carte	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	2	08/01/2026	02/28/2034
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	2	08/01/2026	02/28/2034
A la Carte	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	08/01/2026	02/28/2034
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	08/01/2026	02/28/2034
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	08/01/2026	02/28/2034
A la Carte	73447	AXON BODY - LICENSE - FUSUS LIVESTREAM	190	08/01/2026	02/28/2034
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	190	08/01/2026	02/28/2034
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	190	08/01/2026	02/28/2034
A la Carte	73739	AXON PERFORMANCE - LICENSE	190	08/01/2026	02/28/2034
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	160	03/01/2029	02/28/2034
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	160	03/01/2029	02/28/2034
Fleet 3 Advanced Renewal	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	160	03/01/2029	02/28/2034
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	320	03/01/2029	02/28/2034

Services

Bundle	Item	Description	QTY
AXON AI - AI ERA	101741	AXON - AI PROFESSIONAL SERVICES	190
Fleet 3 Advanced Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	160
Fleet 3 Advanced Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	160

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	160	08/01/2026	02/28/2029
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	5	08/01/2026	02/28/2029
A la Carte	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	150	08/01/2026	02/28/2034
A la Carte	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	2		
A la Carte	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	2		
A la Carte	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	181	08/01/2026	02/28/2034
A la Carte	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	5	08/01/2026	02/28/2034
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	190	07/01/2027	02/28/2034
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	6	07/01/2027	02/28/2034
BWC Unlimited with TAP	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	24	07/01/2027	02/28/2034
A la Carte	100197	AXON VR - EXT WARRANTY - HEADSET	6	07/01/2027	02/28/2034
A la Carte	100213	AXON VR - EXT WARRANTY - TABLET	8	07/01/2027	02/28/2034
A la Carte	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	7	07/01/2027	02/28/2034
A la Carte	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	5	07/01/2027	02/28/2034
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	160	03/01/2029	02/28/2034
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	5	03/01/2029	02/28/2034

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	845 N Motel Blvd	Las Cruces	NM	88007-8100	USA

Payment Details

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	190	$63,428.44	$5,321.65	$68,750.09
Annual Payment 1	100197	AXON VR - EXT WARRANTY - HEADSET	6	$303.62	$25.47	$329.09
Annual Payment 1	100210	AXON VR - TAP REFRESH 1 - TABLET	8	$1,139.10	$0.00	$1,139.10
Annual Payment 1	100211	AXON VR - TAP REFRESH 2 - TABLET	8	$1,191.80	$0.00	$1,191.80
Annual Payment 1	100212	AXON VR - TAP REFRESH 3 - TABLET	8	$1,233.66	$0.00	$1,233.66
Annual Payment 1	100213	AXON VR - EXT WARRANTY - TABLET	8	$272.00	$22.82	$294.82
Annual Payment 1	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200	$3,118.45	$0.00	$3,118.45
Annual Payment 1	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200	$3,118.45	$0.00	$3,118.45
Annual Payment 1	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200	$3,118.45	$0.00	$3,118.45
Annual Payment 1	100400	AXON TASER 10 - CARTRIDGE - HALT	450	$1,169.42	$0.00	$1,169.42
Annual Payment 1	100400	AXON TASER 10 - CARTRIDGE - HALT	450	$1,169.42	$0.00	$1,169.42
Annual Payment 1	100400	AXON TASER 10 - CARTRIDGE - HALT	450	$1,169.42	$0.00	$1,169.42
Annual Payment 1	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	3	$4,187.80	$351.36	$4,539.16
Annual Payment 1	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	150	$14,070.73	$1,180.53	$15,251.26
Annual Payment 1	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	7	$507.33	$42.56	$549.89
Annual Payment 1	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	5	$385.47	$32.34	$417.81
Annual Payment 1	101009	AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER	5	$926.69	$0.00	$926.69
Annual Payment 1	101010	AXON VR - TAP REFRESH 2 - HANDGUN CONTROLLER	5	$972.71	$0.00	$972.71
Annual Payment 1	101011	AXON VR - TAP REFRESH 3 - HANDGUN CONTROLLER	5	$1,000.68	$0.00	$1,000.68
Annual Payment 1	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	7	$1,219.68	$0.00	$1,219.68
Annual Payment 1	101013	AXON VR - TAP REFRESH 2 - TASER CONTROLLER	7	$1,269.58	$0.00	$1,269.58
Annual Payment 1	101014	AXON VR - TAP REFRESH 3 - TASER CONTROLLER	7	$1,317.58	$0.00	$1,317.58
Annual Payment 1	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	2	$100.48	$8.43	$108.91
Annual Payment 1	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	2	$100.48	$8.43	$108.91
Annual Payment 1	102610	AXON COMMUNITY LINK	190	$31,503.80	$2,643.17	$34,146.97
Annual Payment 1	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	5	$1,978.57	$166.00	$2,144.57
Annual Payment 1	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	150	$83,783.00	$0.00	$83,783.00
Annual Payment 1	20248	AXON TASER - EVIDENCE.COM LICENSE	150	$9,104.49	$763.87	$9,868.36
Annual Payment 1	20370	AXON VR - USER ACCESS - FULL VR	150	$33,920.51	$2,845.93	$36,766.44
Annual Payment 1	20373	AXON VR - TAP REFRESH 1 - HEADSET	6	$1,167.25	$0.00	$1,167.25
Annual Payment 1	20374	AXON VR - TAP REFRESH 2 - HEADSET	6	$1,214.90	$0.00	$1,214.90
Annual Payment 1	20375	AXON VR - TAP REFRESH 3 - HEADSET	6	$1,260.91	$0.00	$1,260.91
Annual Payment 1	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	2	$324.84	$0.00	$324.84
Annual Payment 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	2	$587.86	$49.32	$637.18
Annual Payment 1	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	$378.98	$0.00	$378.98
Annual Payment 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$687.37	$57.67	$745.04
Annual Payment 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	$4,657.52	$390.76	$5,048.28
Annual Payment 1	73447	AXON BODY - LICENSE - FUSUS LIVESTREAM	190	$31,503.80	$2,643.17	$34,146.97
Annual Payment 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	190	$20,996.44	$1,761.60	$22,758.04
Annual Payment 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	190	$20,996.44	$1,761.60	$22,758.04
Annual Payment 1	73739	AXON PERFORMANCE - LICENSE	190	$20,996.44	$1,761.60	$22,758.04
Annual Payment 1	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	181	$1,016.51	$85.28	$1,101.79

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	5	$435.03	$36.50	$471.53
Annual Payment 1	BWCUwTAP	BWC Unlimited with TAP	190	$193,476.43	$12,506.55	$205,982.98
Annual Payment 1	Fleet3ARe	Fleet 3 Advanced Renewal	160	$92,363.42	$5,129.27	$97,492.69
Annual Payment 1	Fleet3ARe	Fleet 3 Advanced Renewal	160	$186,102.01	$12,086.09	$198,188.10
Annual Payment 1	H00002	AB4 Multi Bay Dock Bundle	24	$0.00	$0.00	$0.00
Annual Payment 1	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	190	$0.00	$0.00	$0.00
Annual Payment 1	S00016	AXON AI - AI ERA	190	$429,096.99	$36,001.24	$465,098.23
Transfer Value	100552	TRANSFER BALANCE - GOODS	1	$170,935.20	$0.00	$170,935.20
Transfer Value	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	($464,529.25)	($38,974.00)	($503,503.25)
Total				**$980,450.90**	**$48,709.21**	**$1,029,160.11**

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	190	$66,253.98	$5,558.71	$71,812.69
Annual Payment 2	100197	AXON VR - EXT WARRANTY - HEADSET	6	$317.14	$26.61	$343.75
Annual Payment 2	100210	AXON VR - TAP REFRESH 1 - TABLET	8	$1,189.84	$0.00	$1,189.84
Annual Payment 2	100211	AXON VR - TAP REFRESH 2 - TABLET	8	$1,244.89	$0.00	$1,244.89
Annual Payment 2	100212	AXON VR - TAP REFRESH 3 - TABLET	8	$1,288.62	$0.00	$1,288.62
Annual Payment 2	100213	AXON VR - EXT WARRANTY - TABLET	8	$284.11	$23.84	$307.95
Annual Payment 2	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200	$3,257.36	$0.00	$3,257.36
Annual Payment 2	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200	$3,257.36	$0.00	$3,257.36
Annual Payment 2	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200	$3,257.36	$0.00	$3,257.36
Annual Payment 2	100400	AXON TASER 10 - CARTRIDGE - HALT	450	$1,221.51	$0.00	$1,221.51
Annual Payment 2	100400	AXON TASER 10 - CARTRIDGE - HALT	450	$1,221.51	$0.00	$1,221.51
Annual Payment 2	100400	AXON TASER 10 - CARTRIDGE - HALT	450	$1,221.51	$0.00	$1,221.51
Annual Payment 2	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	3	$4,374.36	$367.01	$4,741.37
Annual Payment 2	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	150	$14,697.54	$1,233.12	$15,930.66
Annual Payment 2	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	7	$529.92	$44.46	$574.38
Annual Payment 2	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	5	$402.65	$33.78	$436.43
Annual Payment 2	101009	AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER	5	$967.97	$0.00	$967.97
Annual Payment 2	101010	AXON VR - TAP REFRESH 2 - HANDGUN CONTROLLER	5	$1,016.04	$0.00	$1,016.04
Annual Payment 2	101011	AXON VR - TAP REFRESH 3 - HANDGUN CONTROLLER	5	$1,045.26	$0.00	$1,045.26
Annual Payment 2	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	7	$1,274.01	$0.00	$1,274.01
Annual Payment 2	101013	AXON VR - TAP REFRESH 2 - TASER CONTROLLER	7	$1,326.13	$0.00	$1,326.13
Annual Payment 2	101014	AXON VR - TAP REFRESH 3 - TASER CONTROLLER	7	$1,376.27	$0.00	$1,376.27
Annual Payment 2	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	2	$104.96	$8.81	$113.77
Annual Payment 2	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	2	$104.96	$8.81	$113.77
Annual Payment 2	102610	AXON COMMUNITY LINK	190	$32,907.20	$2,760.91	$35,668.11
Annual Payment 2	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	5	$2,066.70	$173.40	$2,240.10
Annual Payment 2	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	150	$87,515.29	$0.00	$87,515.29
Annual Payment 2	20248	AXON TASER - EVIDENCE.COM LICENSE	150	$9,510.07	$797.90	$10,307.97
Annual Payment 2	20370	AXON VR - USER ACCESS - FULL VR	150	$35,431.57	$2,972.71	$38,404.28
Annual Payment 2	20373	AXON VR - TAP REFRESH 1 - HEADSET	6	$1,219.25	$0.00	$1,219.25
Annual Payment 2	20374	AXON VR - TAP REFRESH 2 - HEADSET	6	$1,269.01	$0.00	$1,269.01
Annual Payment 2	20375	AXON VR - TAP REFRESH 3 - HEADSET	6	$1,317.08	$0.00	$1,317.08
Annual Payment 2	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	2	$339.31	$0.00	$339.31
Annual Payment 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	2	$614.04	$51.52	$665.56
Annual Payment 2	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	$395.86	$0.00	$395.86
Annual Payment 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$718.00	$60.24	$778.24
Annual Payment 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	$4,864.99	$408.17	$5,273.16
Annual Payment 2	73447	AXON BODY - LICENSE - FUSUS LIVESTREAM	190	$32,907.20	$2,760.91	$35,668.11
Annual Payment 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	190	$21,931.77	$1,840.08	$23,771.85

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	190	$21,931.77	$1,840.08	$23,771.85
Annual Payment 2	73739	AXON PERFORMANCE - LICENSE	190	$21,931.77	$1,840.08	$23,771.85
Annual Payment 2	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	181	$1,061.80	$89.08	$1,150.88
Annual Payment 2	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	5	$454.41	$38.13	$492.54
Annual Payment 2	BWCUwTAP	BWC Unlimited with TAP	190	$202,095.20	$13,063.68	$215,158.88
Annual Payment 2	Fleet3ARe	Fleet 3 Advanced Renewal	160	$96,477.90	$5,357.76	$101,835.66
Annual Payment 2	Fleet3ARe	Fleet 3 Advanced Renewal	160	$194,392.30	$12,624.50	$207,016.80
Annual Payment 2	H00002	AB4 Multi Bay Dock Bundle	24	$0.00	$0.00	$0.00
Annual Payment 2	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	190	$0.00	$0.00	$0.00
Annual Payment 2	S00016	AXON AI - AI ERA	190	$448,212.06	$37,604.99	$485,817.05
Total				**$1,330,799.81**	**$91,589.29**	**$1,422,389.10**

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	190	$66,253.98	$5,558.71	$71,812.69
Annual Payment 3	100197	AXON VR - EXT WARRANTY - HEADSET	6	$317.14	$26.61	$343.75
Annual Payment 3	100210	AXON VR - TAP REFRESH 1 - TABLET	8	$1,189.84	$0.00	$1,189.84
Annual Payment 3	100211	AXON VR - TAP REFRESH 2 - TABLET	8	$1,244.89	$0.00	$1,244.89
Annual Payment 3	100212	AXON VR - TAP REFRESH 3 - TABLET	8	$1,288.62	$0.00	$1,288.62
Annual Payment 3	100213	AXON VR - EXT WARRANTY - TABLET	8	$284.11	$23.84	$307.95
Annual Payment 3	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200	$3,257.36	$0.00	$3,257.36
Annual Payment 3	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200	$3,257.36	$0.00	$3,257.36
Annual Payment 3	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200	$3,257.36	$0.00	$3,257.36
Annual Payment 3	100400	AXON TASER 10 - CARTRIDGE - HALT	450	$1,221.51	$0.00	$1,221.51
Annual Payment 3	100400	AXON TASER 10 - CARTRIDGE - HALT	450	$1,221.51	$0.00	$1,221.51
Annual Payment 3	100400	AXON TASER 10 - CARTRIDGE - HALT	450	$1,221.51	$0.00	$1,221.51
Annual Payment 3	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	3	$4,374.36	$367.01	$4,741.37
Annual Payment 3	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	150	$14,697.54	$1,233.12	$15,930.66
Annual Payment 3	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	7	$529.92	$44.46	$574.38
Annual Payment 3	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	5	$402.65	$33.78	$436.43
Annual Payment 3	101009	AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER	5	$967.97	$0.00	$967.97
Annual Payment 3	101010	AXON VR - TAP REFRESH 2 - HANDGUN CONTROLLER	5	$1,016.04	$0.00	$1,016.04
Annual Payment 3	101011	AXON VR - TAP REFRESH 3 - HANDGUN CONTROLLER	5	$1,045.26	$0.00	$1,045.26
Annual Payment 3	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	7	$1,274.01	$0.00	$1,274.01
Annual Payment 3	101013	AXON VR - TAP REFRESH 2 - TASER CONTROLLER	7	$1,326.13	$0.00	$1,326.13
Annual Payment 3	101014	AXON VR - TAP REFRESH 3 - TASER CONTROLLER	7	$1,376.27	$0.00	$1,376.27
Annual Payment 3	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	2	$104.96	$8.81	$113.77
Annual Payment 3	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	2	$104.96	$8.81	$113.77
Annual Payment 3	102610	AXON COMMUNITY LINK	190	$32,907.20	$2,760.91	$35,668.11
Annual Payment 3	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	5	$2,066.70	$173.40	$2,240.10
Annual Payment 3	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	150	$87,515.29	$0.00	$87,515.29
Annual Payment 3	20248	AXON TASER - EVIDENCE.COM LICENSE	150	$9,510.07	$797.90	$10,307.97
Annual Payment 3	20370	AXON VR - USER ACCESS - FULL VR	150	$35,431.57	$2,972.71	$38,404.28
Annual Payment 3	20373	AXON VR - TAP REFRESH 1 - HEADSET	6	$1,219.25	$0.00	$1,219.25
Annual Payment 3	20374	AXON VR - TAP REFRESH 2 - HEADSET	6	$1,269.01	$0.00	$1,269.01
Annual Payment 3	20375	AXON VR - TAP REFRESH 3 - HEADSET	6	$1,317.08	$0.00	$1,317.08
Annual Payment 3	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	2	$339.31	$0.00	$339.31
Annual Payment 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	2	$614.04	$51.52	$665.56
Annual Payment 3	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	$395.86	$0.00	$395.86
Annual Payment 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$718.00	$60.24	$778.24
Annual Payment 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	$4,864.99	$408.17	$5,273.16
Annual Payment 3	73447	AXON BODY - LICENSE - FUSUS LIVESTREAM	190	$32,907.20	$2,760.91	$35,668.11

Jul 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	190	$21,931.77	$1,840.08	$23,771.85
Annual Payment 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	190	$21,931.77	$1,840.08	$23,771.85
Annual Payment 3	73739	AXON PERFORMANCE - LICENSE	190	$21,931.77	$1,840.08	$23,771.85
Annual Payment 3	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	181	$1,061.80	$89.08	$1,150.88
Annual Payment 3	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	5	$454.41	$38.13	$492.54
Annual Payment 3	BWCUwTAP	BWC Unlimited with TAP	190	$202,095.20	$13,063.68	$215,158.88
Annual Payment 3	Fleet3ARe	Fleet 3 Advanced Renewal	160	$96,477.90	$5,357.76	$101,835.66
Annual Payment 3	Fleet3ARe	Fleet 3 Advanced Renewal	160	$194,392.30	$12,624.50	$207,016.80
Annual Payment 3	H00002	AB4 Multi Bay Dock Bundle	24	$0.00	$0.00	$0.00
Annual Payment 3	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	190	$0.00	$0.00	$0.00
Annual Payment 3	S00016	AXON AI - AI ERA	190	$448,212.06	$37,604.99	$485,817.05
Total				**$1,330,799.81**	**$91,589.29**	**$1,422,389.10**

Jul 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	190	$66,253.98	$5,558.71	$71,812.69
Annual Payment 4	100197	AXON VR - EXT WARRANTY - HEADSET	6	$317.14	$26.61	$343.75
Annual Payment 4	100210	AXON VR - TAP REFRESH 1 - TABLET	8	$1,189.84	$0.00	$1,189.84
Annual Payment 4	100211	AXON VR - TAP REFRESH 2 - TABLET	8	$1,244.89	$0.00	$1,244.89
Annual Payment 4	100212	AXON VR - TAP REFRESH 3 - TABLET	8	$1,288.62	$0.00	$1,288.62
Annual Payment 4	100213	AXON VR - EXT WARRANTY - TABLET	8	$284.11	$23.84	$307.95
Annual Payment 4	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200	$3,257.36	$0.00	$3,257.36
Annual Payment 4	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200	$3,257.36	$0.00	$3,257.36
Annual Payment 4	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200	$3,257.36	$0.00	$3,257.36
Annual Payment 4	100400	AXON TASER 10 - CARTRIDGE - HALT	450	$1,221.51	$0.00	$1,221.51
Annual Payment 4	100400	AXON TASER 10 - CARTRIDGE - HALT	450	$1,221.51	$0.00	$1,221.51
Annual Payment 4	100400	AXON TASER 10 - CARTRIDGE - HALT	450	$1,221.51	$0.00	$1,221.51
Annual Payment 4	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	3	$4,374.36	$367.01	$4,741.37
Annual Payment 4	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	150	$14,697.54	$1,233.12	$15,930.66
Annual Payment 4	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	7	$529.92	$44.46	$574.38
Annual Payment 4	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	5	$402.65	$33.78	$436.43
Annual Payment 4	101009	AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER	5	$967.97	$0.00	$967.97
Annual Payment 4	101010	AXON VR - TAP REFRESH 2 - HANDGUN CONTROLLER	5	$1,016.04	$0.00	$1,016.04
Annual Payment 4	101011	AXON VR - TAP REFRESH 3 - HANDGUN CONTROLLER	5	$1,045.26	$0.00	$1,045.26
Annual Payment 4	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	7	$1,274.01	$0.00	$1,274.01
Annual Payment 4	101013	AXON VR - TAP REFRESH 2 - TASER CONTROLLER	7	$1,326.13	$0.00	$1,326.13
Annual Payment 4	101014	AXON VR - TAP REFRESH 3 - TASER CONTROLLER	7	$1,376.27	$0.00	$1,376.27
Annual Payment 4	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	2	$104.96	$8.81	$113.77
Annual Payment 4	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	2	$104.96	$8.81	$113.77
Annual Payment 4	102610	AXON COMMUNITY LINK	190	$32,907.20	$2,760.91	$35,668.11
Annual Payment 4	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	5	$2,066.70	$173.40	$2,240.10
Annual Payment 4	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	150	$87,515.29	$0.00	$87,515.29
Annual Payment 4	20248	AXON TASER - EVIDENCE.COM LICENSE	150	$9,510.07	$797.90	$10,307.97
Annual Payment 4	20370	AXON VR - USER ACCESS - FULL VR	150	$35,431.57	$2,972.71	$38,404.28
Annual Payment 4	20373	AXON VR - TAP REFRESH 1 - HEADSET	6	$1,219.25	$0.00	$1,219.25
Annual Payment 4	20374	AXON VR - TAP REFRESH 2 - HEADSET	6	$1,269.01	$0.00	$1,269.01
Annual Payment 4	20375	AXON VR - TAP REFRESH 3 - HEADSET	6	$1,317.08	$0.00	$1,317.08
Annual Payment 4	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	2	$339.31	$0.00	$339.31
Annual Payment 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	2	$614.04	$51.52	$665.56
Annual Payment 4	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	$395.86	$0.00	$395.86
Annual Payment 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$718.00	$60.24	$778.24
Annual Payment 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	$4,864.99	$408.17	$5,273.16

Jul 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	73447	AXON BODY - LICENSE - FUSUS LIVESTREAM	190	$32,907.20	$2,760.91	$35,668.11
Annual Payment 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	190	$21,931.77	$1,840.08	$23,771.85
Annual Payment 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	190	$21,931.77	$1,840.08	$23,771.85
Annual Payment 4	73739	AXON PERFORMANCE - LICENSE	190	$21,931.77	$1,840.08	$23,771.85
Annual Payment 4	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	181	$1,061.80	$89.08	$1,150.88
Annual Payment 4	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	5	$454.41	$38.13	$492.54
Annual Payment 4	BWCUwTAP	BWC Unlimited with TAP	190	$202,095.20	$13,063.68	$215,158.88
Annual Payment 4	Fleet3ARe	Fleet 3 Advanced Renewal	160	$96,477.90	$5,357.76	$101,835.66
Annual Payment 4	Fleet3ARe	Fleet 3 Advanced Renewal	160	$194,392.30	$12,624.50	$207,016.80
Annual Payment 4	H00002	AB4 Multi Bay Dock Bundle	24	$0.00	$0.00	$0.00
Annual Payment 4	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	190	$0.00	$0.00	$0.00
Annual Payment 4	S00016	AXON AI - AI ERA	190	$448,212.06	$37,604.99	$485,817.05
Total				**$1,330,799.81**	**$91,589.29**	**$1,422,389.10**

Jul 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	190	$66,253.98	$5,558.71	$71,812.69
Annual Payment 5	100197	AXON VR - EXT WARRANTY - HEADSET	6	$317.14	$26.61	$343.75
Annual Payment 5	100210	AXON VR - TAP REFRESH 1 - TABLET	8	$1,189.84	$0.00	$1,189.84
Annual Payment 5	100211	AXON VR - TAP REFRESH 2 - TABLET	8	$1,244.89	$0.00	$1,244.89
Annual Payment 5	100212	AXON VR - TAP REFRESH 3 - TABLET	8	$1,288.62	$0.00	$1,288.62
Annual Payment 5	100213	AXON VR - EXT WARRANTY - TABLET	8	$284.11	$23.84	$307.95
Annual Payment 5	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200	$3,257.36	$0.00	$3,257.36
Annual Payment 5	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200	$3,257.36	$0.00	$3,257.36
Annual Payment 5	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200	$3,257.36	$0.00	$3,257.36
Annual Payment 5	100400	AXON TASER 10 - CARTRIDGE - HALT	450	$1,221.51	$0.00	$1,221.51
Annual Payment 5	100400	AXON TASER 10 - CARTRIDGE - HALT	450	$1,221.51	$0.00	$1,221.51
Annual Payment 5	100400	AXON TASER 10 - CARTRIDGE - HALT	450	$1,221.51	$0.00	$1,221.51
Annual Payment 5	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	3	$4,374.36	$367.01	$4,741.37
Annual Payment 5	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	150	$14,697.54	$1,233.12	$15,930.66
Annual Payment 5	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	7	$529.92	$44.46	$574.38
Annual Payment 5	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	5	$402.65	$33.78	$436.43
Annual Payment 5	101009	AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER	5	$967.97	$0.00	$967.97
Annual Payment 5	101010	AXON VR - TAP REFRESH 2 - HANDGUN CONTROLLER	5	$1,016.04	$0.00	$1,016.04
Annual Payment 5	101011	AXON VR - TAP REFRESH 3 - HANDGUN CONTROLLER	5	$1,045.26	$0.00	$1,045.26
Annual Payment 5	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	7	$1,274.01	$0.00	$1,274.01
Annual Payment 5	101013	AXON VR - TAP REFRESH 2 - TASER CONTROLLER	7	$1,326.13	$0.00	$1,326.13
Annual Payment 5	101014	AXON VR - TAP REFRESH 3 - TASER CONTROLLER	7	$1,376.27	$0.00	$1,376.27
Annual Payment 5	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	2	$104.96	$8.81	$113.77
Annual Payment 5	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	2	$104.96	$8.81	$113.77
Annual Payment 5	102610	AXON COMMUNITY LINK	190	$32,907.20	$2,760.91	$35,668.11
Annual Payment 5	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	5	$2,066.70	$173.40	$2,240.10
Annual Payment 5	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	150	$87,515.29	$0.00	$87,515.29
Annual Payment 5	20248	AXON TASER - EVIDENCE.COM LICENSE	150	$9,510.07	$797.90	$10,307.97
Annual Payment 5	20370	AXON VR - USER ACCESS - FULL VR	150	$35,431.57	$2,972.71	$38,404.28
Annual Payment 5	20373	AXON VR - TAP REFRESH 1 - HEADSET	6	$1,219.25	$0.00	$1,219.25
Annual Payment 5	20374	AXON VR - TAP REFRESH 2 - HEADSET	6	$1,269.01	$0.00	$1,269.01
Annual Payment 5	20375	AXON VR - TAP REFRESH 3 - HEADSET	6	$1,317.08	$0.00	$1,317.08
Annual Payment 5	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	2	$339.31	$0.00	$339.31
Annual Payment 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	2	$614.04	$51.52	$665.56
Annual Payment 5	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	$395.86	$0.00	$395.86
Annual Payment 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$718.00	$60.24	$778.24

Jul 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	$4,864.99	$408.17	$5,273.16
Annual Payment 5	73447	AXON BODY - LICENSE - FUSUS LIVESTREAM	190	$32,907.20	$2,760.91	$35,668.11
Annual Payment 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	190	$21,931.77	$1,840.08	$23,771.85
Annual Payment 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	190	$21,931.77	$1,840.08	$23,771.85
Annual Payment 5	73739	AXON PERFORMANCE - LICENSE	190	$21,931.77	$1,840.08	$23,771.85
Annual Payment 5	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	181	$1,061.80	$89.08	$1,150.88
Annual Payment 5	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	5	$454.41	$38.13	$492.54
Annual Payment 5	BWCUwTAP	BWC Unlimited with TAP	190	$202,095.20	$13,063.68	$215,158.88
Annual Payment 5	Fleet3ARe	Fleet 3 Advanced Renewal	160	$194,392.30	$12,624.50	$207,016.80
Annual Payment 5	Fleet3ARe	Fleet 3 Advanced Renewal	160	$96,477.90	$5,357.76	$101,835.66
Annual Payment 5	H00002	AB4 Multi Bay Dock Bundle	24	$0.00	$0.00	$0.00
Annual Payment 5	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	190	$0.00	$0.00	$0.00
Annual Payment 5	S00016	AXON AI - AI ERA	190	$448,212.06	$37,604.99	$485,817.05
Total				**$1,330,799.81**	**$91,589.29**	**$1,422,389.10**

Jul 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	190	$66,253.98	$5,558.71	$71,812.69
Annual Payment 6	100197	AXON VR - EXT WARRANTY - HEADSET	6	$317.14	$26.61	$343.75
Annual Payment 6	100210	AXON VR - TAP REFRESH 1 - TABLET	8	$1,189.84	$0.00	$1,189.84
Annual Payment 6	100211	AXON VR - TAP REFRESH 2 - TABLET	8	$1,244.89	$0.00	$1,244.89
Annual Payment 6	100212	AXON VR - TAP REFRESH 3 - TABLET	8	$1,288.62	$0.00	$1,288.62
Annual Payment 6	100213	AXON VR - EXT WARRANTY - TABLET	8	$284.11	$23.84	$307.95
Annual Payment 6	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200	$3,257.36	$0.00	$3,257.36
Annual Payment 6	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200	$3,257.36	$0.00	$3,257.36
Annual Payment 6	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200	$3,257.36	$0.00	$3,257.36
Annual Payment 6	100400	AXON TASER 10 - CARTRIDGE - HALT	450	$1,221.51	$0.00	$1,221.51
Annual Payment 6	100400	AXON TASER 10 - CARTRIDGE - HALT	450	$1,221.51	$0.00	$1,221.51
Annual Payment 6	100400	AXON TASER 10 - CARTRIDGE - HALT	450	$1,221.51	$0.00	$1,221.51
Annual Payment 6	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	3	$4,374.36	$367.01	$4,741.37
Annual Payment 6	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	150	$14,697.54	$1,233.12	$15,930.66
Annual Payment 6	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	7	$529.92	$44.46	$574.38
Annual Payment 6	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	5	$402.65	$33.78	$436.43
Annual Payment 6	101009	AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER	5	$967.97	$0.00	$967.97
Annual Payment 6	101010	AXON VR - TAP REFRESH 2 - HANDGUN CONTROLLER	5	$1,016.04	$0.00	$1,016.04
Annual Payment 6	101011	AXON VR - TAP REFRESH 3 - HANDGUN CONTROLLER	5	$1,045.26	$0.00	$1,045.26
Annual Payment 6	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	7	$1,274.01	$0.00	$1,274.01
Annual Payment 6	101013	AXON VR - TAP REFRESH 2 - TASER CONTROLLER	7	$1,326.13	$0.00	$1,326.13
Annual Payment 6	101014	AXON VR - TAP REFRESH 3 - TASER CONTROLLER	7	$1,376.27	$0.00	$1,376.27
Annual Payment 6	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	2	$104.96	$8.81	$113.77
Annual Payment 6	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	2	$104.96	$8.81	$113.77
Annual Payment 6	102610	AXON COMMUNITY LINK	190	$32,907.20	$2,760.91	$35,668.11
Annual Payment 6	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	5	$2,066.70	$173.40	$2,240.10
Annual Payment 6	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	150	$87,515.29	$0.00	$87,515.29
Annual Payment 6	20248	AXON TASER - EVIDENCE.COM LICENSE	150	$9,510.07	$797.90	$10,307.97
Annual Payment 6	20370	AXON VR - USER ACCESS - FULL VR	150	$35,431.57	$2,972.71	$38,404.28
Annual Payment 6	20373	AXON VR - TAP REFRESH 1 - HEADSET	6	$1,219.25	$0.00	$1,219.25
Annual Payment 6	20374	AXON VR - TAP REFRESH 2 - HEADSET	6	$1,269.01	$0.00	$1,269.01
Annual Payment 6	20375	AXON VR - TAP REFRESH 3 - HEADSET	6	$1,317.08	$0.00	$1,317.08
Annual Payment 6	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	2	$339.31	$0.00	$339.31
Annual Payment 6	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	2	$614.04	$51.52	$665.56
Annual Payment 6	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	$395.86	$0.00	$395.86

Jul 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$718.00	$60.24	$778.24
Annual Payment 6	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	$4,864.99	$408.17	$5,273.16
Annual Payment 6	73447	AXON BODY - LICENSE - FUSUS LIVESTREAM	190	$32,907.20	$2,760.91	$35,668.11
Annual Payment 6	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	190	$21,931.77	$1,840.08	$23,771.85
Annual Payment 6	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	190	$21,931.77	$1,840.08	$23,771.85
Annual Payment 6	73739	AXON PERFORMANCE - LICENSE	190	$21,931.77	$1,840.08	$23,771.85
Annual Payment 6	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	181	$1,061.80	$89.08	$1,150.88
Annual Payment 6	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	5	$454.41	$38.13	$492.54
Annual Payment 6	BWCUwTAP	BWC Unlimited with TAP	190	$202,095.20	$13,063.68	$215,158.88
Annual Payment 6	Fleet3ARe	Fleet 3 Advanced Renewal	160	$96,477.90	$5,357.76	$101,835.66
Annual Payment 6	Fleet3ARe	Fleet 3 Advanced Renewal	160	$194,392.30	$12,624.50	$207,016.80
Annual Payment 6	H00002	AB4 Multi Bay Dock Bundle	24	$0.00	$0.00	$0.00
Annual Payment 6	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	190	$0.00	$0.00	$0.00
Annual Payment 6	S00016	AXON AI - AI ERA	190	$448,212.06	$37,604.99	$485,817.05
Total				**$1,330,799.81**	**$91,589.29**	**$1,422,389.10**

Jul 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	190	$66,253.98	$5,558.71	$71,812.69
Annual Payment 7	100197	AXON VR - EXT WARRANTY - HEADSET	6	$317.14	$26.61	$343.75
Annual Payment 7	100210	AXON VR - TAP REFRESH 1 - TABLET	8	$1,189.84	$0.00	$1,189.84
Annual Payment 7	100211	AXON VR - TAP REFRESH 2 - TABLET	8	$1,244.89	$0.00	$1,244.89
Annual Payment 7	100212	AXON VR - TAP REFRESH 3 - TABLET	8	$1,288.62	$0.00	$1,288.62
Annual Payment 7	100213	AXON VR - EXT WARRANTY - TABLET	8	$284.11	$23.84	$307.95
Annual Payment 7	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200	$3,257.36	$0.00	$3,257.36
Annual Payment 7	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200	$3,257.36	$0.00	$3,257.36
Annual Payment 7	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200	$3,257.36	$0.00	$3,257.36
Annual Payment 7	100400	AXON TASER 10 - CARTRIDGE - HALT	450	$1,221.51	$0.00	$1,221.51
Annual Payment 7	100400	AXON TASER 10 - CARTRIDGE - HALT	450	$1,221.51	$0.00	$1,221.51
Annual Payment 7	100400	AXON TASER 10 - CARTRIDGE - HALT	450	$1,221.51	$0.00	$1,221.51
Annual Payment 7	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	3	$4,374.36	$367.01	$4,741.37
Annual Payment 7	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	150	$14,697.54	$1,233.12	$15,930.66
Annual Payment 7	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	7	$529.92	$44.46	$574.38
Annual Payment 7	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	5	$402.65	$33.78	$436.43
Annual Payment 7	101009	AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER	5	$967.97	$0.00	$967.97
Annual Payment 7	101010	AXON VR - TAP REFRESH 2 - HANDGUN CONTROLLER	5	$1,016.04	$0.00	$1,016.04
Annual Payment 7	101011	AXON VR - TAP REFRESH 3 - HANDGUN CONTROLLER	5	$1,045.26	$0.00	$1,045.26
Annual Payment 7	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	7	$1,274.01	$0.00	$1,274.01
Annual Payment 7	101013	AXON VR - TAP REFRESH 2 - TASER CONTROLLER	7	$1,326.13	$0.00	$1,326.13
Annual Payment 7	101014	AXON VR - TAP REFRESH 3 - TASER CONTROLLER	7	$1,376.27	$0.00	$1,376.27
Annual Payment 7	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	2	$104.96	$8.81	$113.77
Annual Payment 7	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	2	$104.96	$8.81	$113.77
Annual Payment 7	102610	AXON COMMUNITY LINK	190	$32,907.20	$2,760.91	$35,668.11
Annual Payment 7	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	5	$2,066.70	$173.40	$2,240.10
Annual Payment 7	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	150	$87,515.29	$0.00	$87,515.29
Annual Payment 7	20248	AXON TASER - EVIDENCE.COM LICENSE	150	$9,510.07	$797.90	$10,307.97
Annual Payment 7	20370	AXON VR - USER ACCESS - FULL VR	150	$35,431.57	$2,972.71	$38,404.28
Annual Payment 7	20373	AXON VR - TAP REFRESH 1 - HEADSET	6	$1,219.25	$0.00	$1,219.25
Annual Payment 7	20374	AXON VR - TAP REFRESH 2 - HEADSET	6	$1,269.01	$0.00	$1,269.01
Annual Payment 7	20375	AXON VR - TAP REFRESH 3 - HEADSET	6	$1,317.08	$0.00	$1,317.08
Annual Payment 7	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	2	$339.31	$0.00	$339.31
Annual Payment 7	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	2	$614.04	$51.52	$665.56

Jul 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	$395.86	$0.00	$395.86
Annual Payment 7	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$718.00	$60.24	$778.24
Annual Payment 7	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	$4,864.99	$408.17	$5,273.16
Annual Payment 7	73447	AXON BODY - LICENSE - FUSUS LIVESTREAM	190	$32,907.20	$2,760.91	$35,668.11
Annual Payment 7	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	190	$21,931.77	$1,840.08	$23,771.85
Annual Payment 7	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	190	$21,931.77	$1,840.08	$23,771.85
Annual Payment 7	73739	AXON PERFORMANCE - LICENSE	190	$21,931.77	$1,840.08	$23,771.85
Annual Payment 7	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	181	$1,061.80	$89.08	$1,150.88
Annual Payment 7	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	5	$454.41	$38.13	$492.54
Annual Payment 7	BWCUwTAP	BWC Unlimited with TAP	190	$202,095.20	$13,063.68	$215,158.88
Annual Payment 7	Fleet3ARe	Fleet 3 Advanced Renewal	160	$194,392.30	$12,624.50	$207,016.80
Annual Payment 7	Fleet3ARe	Fleet 3 Advanced Renewal	160	$96,477.90	$5,357.76	$101,835.66
Annual Payment 7	H00002	AB4 Multi Bay Dock Bundle	24	$0.00	$0.00	$0.00
Annual Payment 7	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	190	$0.00	$0.00	$0.00
Annual Payment 7	S00016	AXON AI - AI ERA	190	$448,212.06	$37,604.99	$485,817.05
Total				**$1,330,799.81**	**$91,589.29**	**$1,422,389.10**

Jul 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	190	$66,253.98	$5,558.70	$71,812.68
Annual Payment 8	100197	AXON VR - EXT WARRANTY - HEADSET	6	$317.14	$26.61	$343.75
Annual Payment 8	100210	AXON VR - TAP REFRESH 1 - TABLET	8	$1,189.84	$0.00	$1,189.84
Annual Payment 8	100211	AXON VR - TAP REFRESH 2 - TABLET	8	$1,244.89	$0.00	$1,244.89
Annual Payment 8	100212	AXON VR - TAP REFRESH 3 - TABLET	8	$1,288.62	$0.00	$1,288.62
Annual Payment 8	100213	AXON VR - EXT WARRANTY - TABLET	8	$284.11	$23.82	$307.93
Annual Payment 8	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200	$3,257.36	$0.00	$3,257.36
Annual Payment 8	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200	$3,257.36	$0.00	$3,257.36
Annual Payment 8	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200	$3,257.36	$0.00	$3,257.36
Annual Payment 8	100400	AXON TASER 10 - CARTRIDGE - HALT	450	$1,221.51	$0.00	$1,221.51
Annual Payment 8	100400	AXON TASER 10 - CARTRIDGE - HALT	450	$1,221.51	$0.00	$1,221.51
Annual Payment 8	100400	AXON TASER 10 - CARTRIDGE - HALT	450	$1,221.51	$0.00	$1,221.51
Annual Payment 8	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	3	$4,374.36	$367.00	$4,741.36
Annual Payment 8	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	150	$14,697.54	$1,233.14	$15,930.68
Annual Payment 8	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	7	$529.92	$44.47	$574.39
Annual Payment 8	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	5	$402.65	$33.79	$436.44
Annual Payment 8	101009	AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER	5	$967.97	$0.00	$967.97
Annual Payment 8	101010	AXON VR - TAP REFRESH 2 - HANDGUN CONTROLLER	5	$1,016.04	$0.00	$1,016.04
Annual Payment 8	101011	AXON VR - TAP REFRESH 3 - HANDGUN CONTROLLER	5	$1,045.26	$0.00	$1,045.26
Annual Payment 8	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	7	$1,274.01	$0.00	$1,274.01
Annual Payment 8	101013	AXON VR - TAP REFRESH 2 - TASER CONTROLLER	7	$1,326.13	$0.00	$1,326.13
Annual Payment 8	101014	AXON VR - TAP REFRESH 3 - TASER CONTROLLER	7	$1,376.27	$0.00	$1,376.27
Annual Payment 8	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	2	$104.96	$8.79	$113.75
Annual Payment 8	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	2	$104.96	$8.79	$113.75
Annual Payment 8	102610	AXON COMMUNITY LINK	190	$32,907.20	$2,760.93	$35,668.13
Annual Payment 8	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	5	$2,066.70	$173.38	$2,240.08
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Jul 2033						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Annual Payment 8	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	2	$614.04	$51.51	$665.55
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Annual Payment 8	S00016	AXON AI - AI ERA	190	$448,212.06	$37,604.98	$485,817.04
Total				**$1,330,799.81**	**$91,589.26**	**$1,422,389.07**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):
Q-479852, Q-505780, Q-508773, Q-528304, Q-564391, Q-568200, Q-602517, Q-699958, Q-743642, Q-762725, Q-780726,

Agency is terminating those contracts effective 8/1/2026. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Transfer Balance of -$293,594.05

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Any credits contained in this quote are contingent upon payment in full of the following amounts:
Pending Billing - Q-479852 - 6/1/2026 - $165,732.67
Pending Billing - Q-505780 - 6/1/2026 - $821.31
Outstanding Invoice - INUS240713 - 4/5/2024 - $2,589.54
Outstanding Invoice - INUS419526 - 2/1/2026 - $814,243.08
Outstanding Invoice - INUS419341 - 2/1/2026 - $25,870.12

Shipment Timing Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Refresh Shipment Timing Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Rewrite Estimates Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

6/5/2026



Dona Ana — Options for Adding AI to Contract

Last updated: March 13, 2026

Dona Ana — Current Program Overview

Current Contract of Dona Ana Sheriffs Office

User Deployment
Current active users

TASER + VR 150 users	150
Body Cameras 190 users	190
In-Car Cameras 160 users	160

Software Stack
Current tools in use

7 applications

- **Community Link** — Collaboration
- **Redaction** — Assistant
- **Performance** — Analytics
- **Autotagging** — Auto-label
- **Third Party** — Investigate
- **Axon Air** — Drone Support
- **Interview** — Room

Last updated: March 13, 2026

Dona Ana — Current Contract Timeline & Financials

Three separate agreements with different end dates and upcoming invoice obligations.

Upcoming Total Invoices
fiscal 2027: $1.04M • Fiscal 2028: $873K

Contracts (As-Is)

- **Body + In-Car Camera**
  Ends **Feb 28, 2029**
- **In-Car Camera (Sep)**
  Ends **Mar 14, 2030**
- **TASER 10 with VR**
  Ends **Jul 31, 2028**

Financial Insight

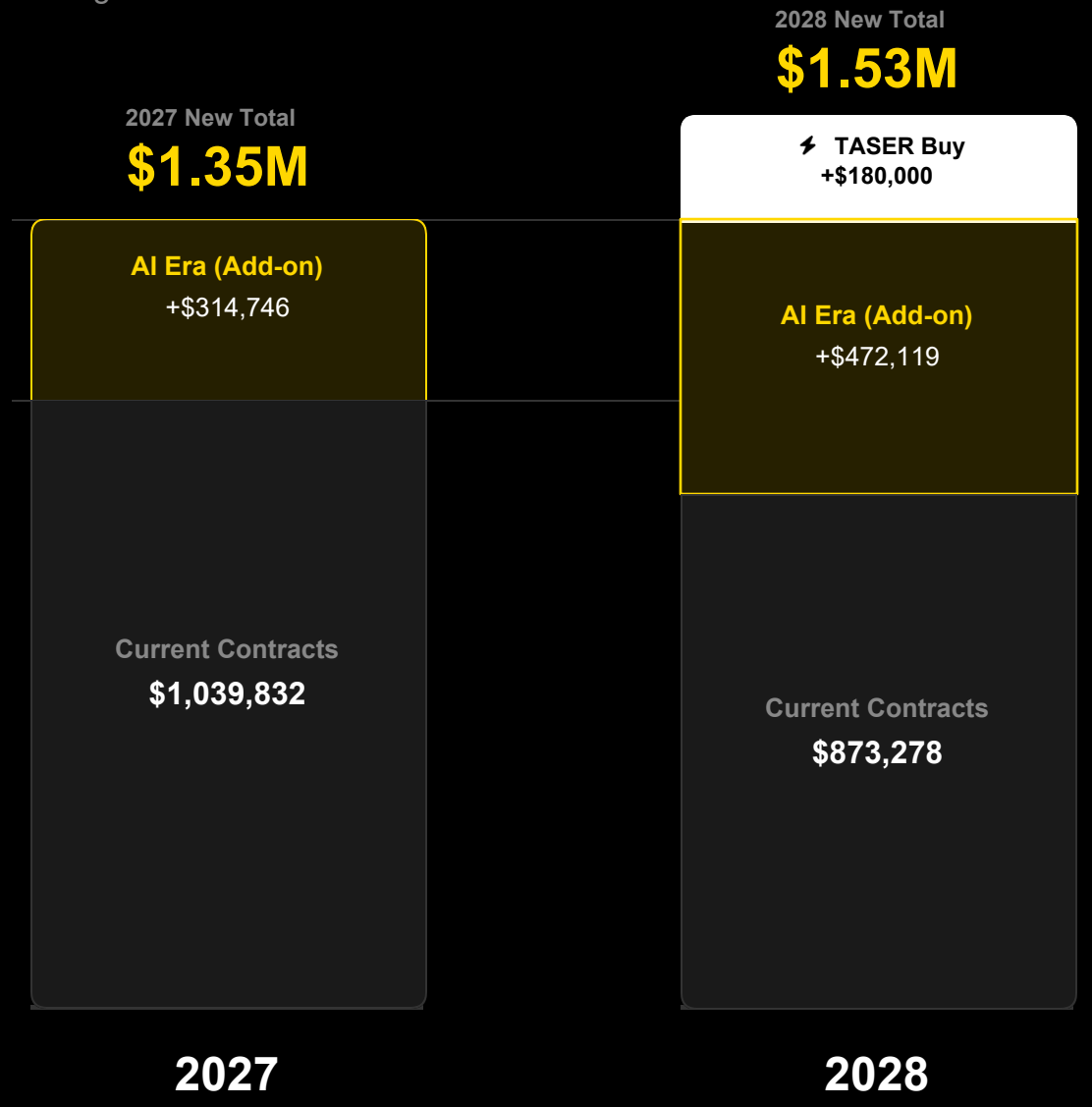
Upcoming fragmented payments
2027 Total: $1,039,831.96
2028 Total: $873,277.96 (pending no refresh of TASER)



A La Carte Add: AI ERA

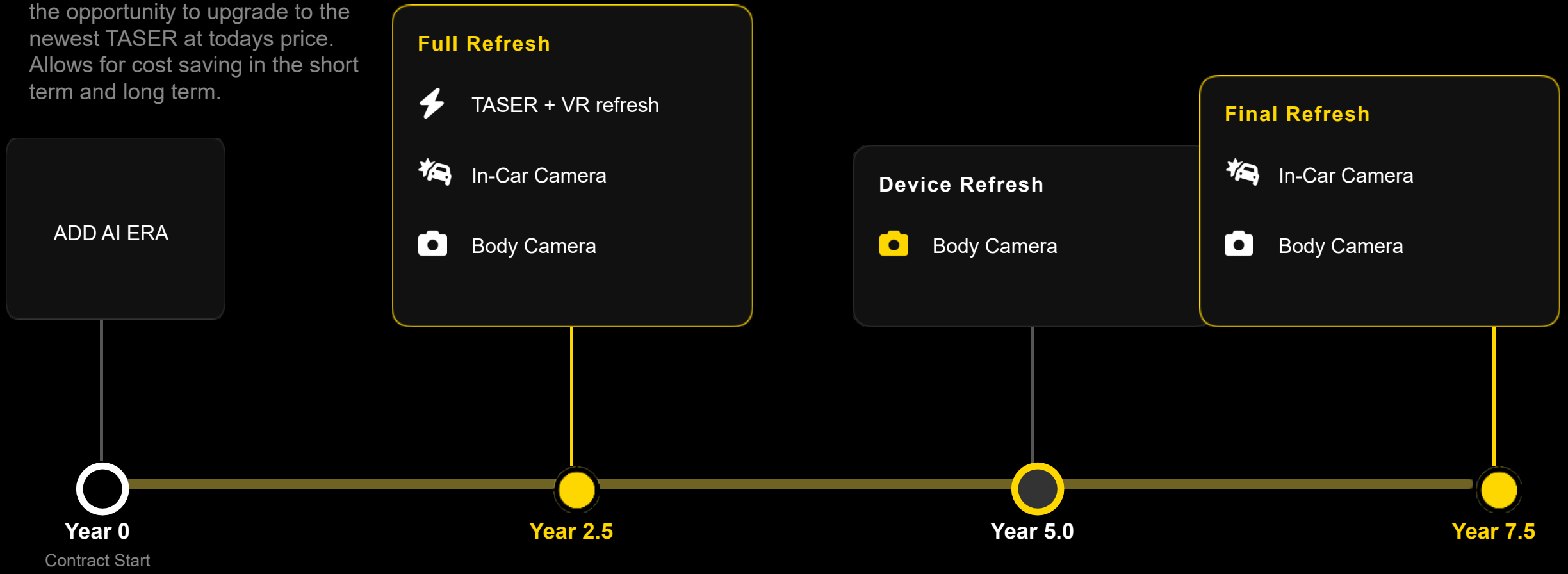
Financial analysis of adding AI Era plan à la carte to existing contracts.

If Dona Ana adds AI ERA in fiscal 2027 it will add $314,746 to the other (3) payments totaling $1.35M. Assuming Dona Ana will re-up its TASERs when they expire Dona Ana should expect fiscal 2028 total Axon spend to be $1.53M if it adds AI ERA too.



Recommendation: Consolidate all 3 contracts into 1, 7.5 year contract

By consolidating all contracts it gives Dona Ana hardware refreshes until 2034. gives the SO the opportunity to upgrade to the newest TASER at todays price. Allows for cost saving in the short term and long term.



Option A— Consolidate Current + Add AI ERA

Conservative 7.5-Year Agreement: Current Program + AI Era Plan only.

Users
No changes

TASER + VR	150
Body Cameras	190
In-Car Cameras	160

Software Stack
1 New Addition

8 Applications

- **Community Link** — Collaboration
- **Redaction Asst** — Assistant
- **Performance** — Analytics
- **Autotagging** — Auto-label
- **3rd Party Inv.** — Investigate
- **Axon Air** — Drone Support
- **Interview Room** — Recording
- **AI Era Plan** — Automation (NEW)

In this model, Dona Ana consolidates its contracts, extends to a 7.5 year contract and adds AI ERA to its plan. This would save over 1M dollars over the next 8 years vs adding it a la carte. All other software/hardware on the contract would remain constant from current

To help with the crunch in budget. Axon can recognize year 1 payment as flat for current spend.

Payment Schedule
Yearly Invoices

Total Savings over 8 years
$1,704,136

Due Date	Amount
July 2026	$1,039,831
July 2027	$1,330,799
July 2028	1,330,799
July 2029	$ 1,330,799
July 2030	$ 1,330,799
July 2031	$ 1,330,799
July 2032	$ 1,330,799
July 2033	$ 1,330,799

Total Contract **$10,355,430**

RESOLUTION NO. 2024-134

Resolution Delegating to the County Manager Limited Contract and Grant Approval Authority

WHEREAS, the Board of Commissioners of Doña Ana County ("Board") is the fiscal agent for all County funds and for certain state and federal funds obtained via grants or other appropriations; and

WHEREAS, the Board desires to streamline the contracts process to enhance the efficiency of the system to the benefit of the County and those with whom the County does business; and

WHEREAS, the various County departments seek approval of a great number of contracts for their respective operations each fiscal year; and

WHEREAS, the Board relies on its staff to bring all matters involving policy making decisions or involving the expenditure of substantial County funds before it for consideration and approval; however, in other transactions which may be described as the "day to day operations" of the County, it is desirable to delegate authority to the County Manager to ensure the expeditious processing of same;

NOW, THEREFORE, the Board hereby resolves to supersede Doña Ana County Resolution No. 2024-24 and repeal Resolution No. 2024-37 with the provisions herein, to adjust the amount of contract authority granted to the County Manager and to continue to authorize the County Manager to take the administrative action necessary to implement direction previously provided by the Board in the following areas for all future fiscal years in the absence of a modifying or amending Resolution:

1. The County Manager is hereby authorized to approve and sign contracts, including intergovernmental agreements and leases of personal and real property, in the best interests of the County, with an annual cost to the County of $150,000.00 or less, plus any applicable Gross Receipts Tax (GRT), provided they are procured in accordance with the County's purchasing policies and procedures. The County Manager is further authorized to issue change orders, task orders, amendments, and modifications, except if such action results in the annual contract cost exceeding $150,000.00 any plus applicable GRT.

2. Once a bid, proposal, contract, or lease with an annual cost greater than $150,000.00 has been awarded to a specific person or business entity by the Board at one of its public meetings, the County Manager is authorized to negotiate and sign the final contract on behalf of the Board. The County Manager is further authorized to issue change orders, task orders, amendments, modifications, and renewals, subject only to any limitations imposed in the specific action item approved by the Board.

G2024-0282 OCT 24, 2024 03:59:51 PM PAGES: 3
RESOLUTION Deputy: Jessica Hernndez
Amanda López Askin, County Clerk, Dona Ana, NM

3. The County Manager is authorized to execute all documents necessary to finalize any real estate transactions for approved road improvement or other public works projects, provided the purchase price is less than $150,000.00 and is within the approved budget for the project, unless the Commission has specifically withheld the authority otherwise granted through this Resolution.

4. The County Manager is authorized to approve and sign grant applications and resultant grant agreements subject to the reservation of authority by the Board as set out in Paragraph 8 herein. Whenever a budget allocation is voted on by the Board in accordance with Paragraph 8 and approved as an external grant, and which is to be distributed pursuant to certain terms and conditions of a grant agreement to be formalized, and once the Department of Finance & Administration ("DFA") has approved the County's budget, the Manager is authorized to finalize and sign the external grant agreement on behalf of the Board.

5. The County Manager is authorized to sign and execute all Indigent Health Care and Health Services Fund external grant agreements pursuant to the Board's approval of the budget for those funds to those entities.

6. The County Manager is authorized to settle claims in matters where the County is either the claimant or the respondent where the value of the claim is $150,000.00 or less.

7. The County Manager is authorized to enter into and execute any mutual aid agreement which does not compromise the ability the ability of the Fire and Emergency Services, or the County generally in responding to calls for emergency response services.

8. **It is further resolved** that the Board shall retain all authority to review and approve the following types of contracts absent a specific delegation of such authority by the Board:

    a. Joint Powers Agreements;

    b. Deeds, Easements, and Contracts involving the purchase or sale of interests in real estate, unless such document meets the criteria set out in paragraph 3 above;

    c. Grant Agreements for state or federal funds which have a negative immediate or future financial impact on the County budget exceeding $150,000.00; such negative impacts may include the requirement for matching funds or the temporary funding of new positions for which the County may be obligated to maintain in the future;

    d. Franchise or Right-of-Way Agreements; and

e. Contracts and leases of personal and real property exceeding $150,000.00 annually.

9. In the event the count manager is going to be absent, the county manager may delegate the signature authority to an assistant county manager or director for the period of the county manager's absence.

ADOPTED this 22th day of October 2024 in Las Cruces, Doña Ana County, State of New Mexico.

BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY, NEW MEXICO

COUNTY COMMISSIONERS SEAL DONA ANA COUNTY NEW MEXICO

Christopher Schaljo-Hernandez, District 1 — **For/Against**

Diana Murillo, District 2 — **For/Against**

Shannon Reynolds, District 3 — **For/Against**

Absent

Susana Chaparro, District 4 — **For/Against**

Manuel A. Sanchez, District 5 — **For/Against**

ATTEST:

Amanda López Askin, P.H.D.
County Clerk

STATE OF NEW MEXICO COUNTY CLERK DONA ANA COUNTY

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

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

Office of Emergency Management **Initiating Department**	June 23, 2026 **Meeting Date**
Amanda Bowen, OEM Manager, Joy Chavez, OEM Deputy Manager **Contact Person**	15 **Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

ACCEPT SUBGRANT AGREEMENT FOR HAZARD MITIGATION ASSISTANCE GRANT DR-4652-0026-NM AWARDED TO DOÑA ANA COUNTY OFFICE OF EMERGENCY MANAGEMENT FOR PURCHASE AND INSTALLATION OF ELECTRICAL GENERATORS AT 18 COUNTY FIRE STATIONS.

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

Doña Ana County Office of Emergency Management was awarded the Hazard Mitigation Grant DR-4652-0026-NM from the New Mexico Department of Homeland Security & Emergency Management for the purpose of installing back-up electrical generators at 18 fire stations across the county. The grant consists of a federal award of $2,653,279.27, with a required 25% local cost share of $884,426.42 from county reserves. The term of grant DR-4652-0026-NM ends May 14, 2028. Requesting acceptance of the Subgrant Agreement (SGA) and designation of County Manager as signatory for related contract documents.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary - Accept SGA for grant DR-4652-0026-NM; Subgrant Agreement for grant DR-4652-0026-NM; Award Overview for grant DR-4652-0026-NM

SUMMARY OF FINANCIAL IMPACT

Doña Ana County Office of Emergency Management was awarded grant DR-4652-0026-NM from the Hazard Mitigation Assistance Grants program. The award consists of a federal share in the amount of $2,653,279.27 with a local cost share of $884,426.42 from county reserves for the purpose of installing backup electrical generators at 18 fire stations throughout the county. The term of this agreement ends on May 14, 2028.

ADMINISTRATIVE REVIEW AND APPROVAL

Julie Powers, Administrative Assistant	Created/Initiated - 6/3/2026
Amanda Bowen, OEM Manager	Approved - 6/9/2026
Asma Dawood, Finance Director	Approved - 6/9/2026
Michael Perez, Purchasing Manager	Approved - 6/17/2026
Deborah Weir, Assistant County Manager	Final Approval - 6/18/2026

DOCUMENT CONTROL

For Signature: Yes **For Recording:** No **Deadline for Return:**

Doña Ana County
BOCC Agenda Item Executive Summary

Meeting Date: Tuesday, June 23, 2026

Agenda Item Title: Accept Hazard Mitigation Assistance Grant DR-4652-0026-NM Sub-Grant Agreement to Doña Ana County Office of Emergency Management for purchase and installation of electrical generators at 18 county fire stations.

Type of Action: Request acceptance of Sub-Grant Agreement for grant DR-4652-0026-NM and designate County Manager as signatory for contracts and relevant documents.

Fiscal Impact: Federal share of DR-4652-0026-NM awarded to Doña Ana County Office of Emergency Management in the amount of $2,653,279.27 with a local cost share of $884,426.42 from county reserves.

Strategic Plan Alignment: Doña Ana County fire stations serve many residents throughout the rural areas of the county and provide access points for community members to receive critical services during severe weather events when they can be activated as heating or cooling centers. Backup electrical power will allow stations to continue necessary services in the event of power outages.

Overview: Doña Ana County Office of Emergency Management was awarded the Hazard Mitigation Grant DR-4652-0026-NM from the NM Department of Homeland Security & Emergency Management for the purpose of installing back-up electrical generators at 18 fire stations across the county. The grant includes a federal award of $2,653,279.27 with a 25% local cost share of $884,426.42.

What Will BOCC Action Mean:

- **Vote "YES" =** This will approve the resolution and _____
- **Vote "NO" =** This will reject the resolution and _____
- **Vote to "Amend" =** The BOCC will change the resolution (if the amendment is approved)
- **Vote to "Table" =** The Resolution will not proceed, and will either be schedule for a future meeting ("tabled to a date certain") or will not be heard until the BOCC takes future action to bring it back ("tabled indefinitely")

State of New Mexico

DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT

P.O. Box 27111

Santa Fe, NM 87502

SUB-RECIPIENT GRANT AGREEMENT
HAZARD MITIGATION ASSISTANCE GRANTS

Assistance Listing 97.039: Hazard Mitigation Grant Program

1. SUB-GRANT NO.	2. SUB-RECIPIENT NAME		3. PROJECT NAME
DR-4652-0026-NM	County of Dona Ana		Dona Ana County Fire Station Generators (18)
4. STATE DFA VENDOR NUMBER	**5. EIN NUMBER**	**6. SAM UEI NUMBER**	**7. CAGE CODE**
46539	85-6000281	CDMXQVFTTLR7	4KZ67
8. SUB-RECIPIENT PHYSICAL ADDRESS		**9. SUB-RECIPIENT REMIT ADDRESS**	
845 N Motel BLVD. Las Cruces, NM 8007		845 N Motel BLVD. Las Cruces, NM 88007	
10. DHSEM CONTACT NAME:	**11. CONTACT DESK PHONE:**		505-531-7946
Payton Ferando	**CONTACT EMAIL ADDRESS:**		DHSEM.mitigation@dhsem.nm.gov cc: payton.ferando@dhsem.nm.gov
12a. PERFORMANCE PERIOD START DATE	03/19/2026	**12b. PERFORMANCE PERIOD END DATE**	05/14/2028
13. TOTAL AWARD AMOUNT:	$3,537,705.69		
13a. FEDERAL SHARE	**13b. LOCAL SHARE**		**13c. STATE SHARE**
$2,653,279.27	$884,426.42		N/A

14a. NAME OF PROJECT AWARD		14b. FEDERAL SHARE	14c. NON-FEDERAL SHARE
1	Architectural & Engineering Fees	$7,560.00	$2,520.00
2	Construction	$1,191,619.27	$397.206.42
3	Equipment	$1,367,700.00	$455,900.00
4	Miscellaneous	$86,400.00	$28,800.00
TOTAL AMOUNT OF PROJECT		$2,653,279.27	$884,426.42

WHEREAS The State of New Mexico will serve as the "pass-through entity" with respect to the State's role in providing sub-awards and administering grant assistance provided to sub-recipients and may, subject to a Memorandum of Agreement, directly support project development and administration.

WHEREAS funding has been obligated from the Federal Emergency Management Agency pursuant to a request by the applicant, The Sub-Recipient, County of Dona Ana.

NOW, THEREFORE, it is mutually understood and agreed between the recipient NMDHSEM, and **County of Dona Ana**, hereinafter referred to as "sub-recipient," as follows:

ARTICLE 1: REQUIREMENTS AND ASSURANCES

A. The sub-recipient hereby agrees that the performance period for the grant identified on Page 1, Box 1. is consistent with the performance period identified on Page 1, Box 12a. and 12b. This Sub-recipient Grant Agreement, as amended, shall remain open for administrative purposes if necessary to achieve final payment and financial reconciliation.

B. The sub-recipient hereby agrees that the sub-recipient official signing this Sub-recipient Grant Agreement certifies that all financial expenditures, including all supporting documents submitted for reimbursement, have been incurred by the sub-recipient and are eligible and allowable expenditures consistent with the guidelines for this award. The sub-recipient agrees to follow reasonable professional standards in all financial management and bookkeeping procedures necessary to carry out this agreement.

C. The sub-recipient hereby agrees that no member, officer, or employee of the sub-recipient organization, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his or her tenure or for one year after that, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with this Sub-recipient Grant Agreement; the sub-recipient shall incorporate in all such contracts a provision prohibiting such interest pursuant to the purposes of this Sub-recipient Grant Agreement.

D. The sub-recipient hereby agrees that it understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express written approval of the State of New Mexico or FEMA.

E. The sub-recipient hereby agrees that FEMA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, for federal government purposes: (1) the copyright in any work developed under this Sub-recipient Grant Agreement; and (2) any rights of copyright to which the sub-recipient purchases ownership with federal support. The sub-recipient agrees to consult with FEMA through NMDHSEM regarding allocating any patent rights that arise from or are purchased with this funding.

F. The sub-recipient hereby agrees that signatures of the sub-recipient officials on this Sub-recipient Grant Agreement attest to the sub-recipient's understanding, acceptance, and compliance with Lobbying, Debarment, Suspension, and Other Responsibility Matters; Drug- free Workplace; Conflict

of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state or local funds. Federal funds will be used to supplement existing sub-recipient funding to augment program activities and not replace those funds which have been appropriated in the budget for the same purpose.

G. The sub-recipient hereby agrees that their accounting system allows for the separation of fund sources. Funding provided under this Sub-recipient Grant Agreement cannot be commingled with funds from other federal, state, or local agencies, and each project must be accounted for separately.

H. The sub-recipient hereby agrees that it shall comply with applicable Federal Civil Rights Laws and Regulations: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, and Americans with Disabilities Act of 1991. The sub-recipient will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. Executive Order 13379 Individuals with Disabilities in Emergency Preparedness, requires the government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.

I. The sub-recipient hereby certifies that for its employees, it has an Affirmative Action Plan/Equal Employment Opportunity Plan (EEOP) if not exempted by the Federal Government or New Mexico rule or statute. An EEOP is not required for sub-recipients of less than $25,000 or fewer than 50 employees.

J. The sub-recipient hereby certifies that its employees are eligible to work in the United States as verified by Form I–9, Immigration & Naturalization Service Employment Eligibility.

K. The sub-recipient hereby agrees that it is the responsibility of the sub-recipient to fully understand and comply with the requirements of the following, where such requirements apply to the sub-recipient set forth in:

1. 2 C.F.R. § 200: Code of Federal Regulations
2. 44 C.F.R. parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, 221, 44 C.F.R. Part 209, 2 C.F.R. Part 200 and any other applicable FEMA policy memoranda and guidance documents
3. FEMA Hazard Mitigation Assistance Program and Policy Guide
4. New Mexico State Procurement Code
   New Mexico Administrative Code Title 2 – Public Finance https://www.srca.nm.gov/nmac-home/nmac-titles/title-2-public-finance/

ARTICLE 2: REIMBURSEMENT OF FUNDS

The NMDHSEM will apply the following procedures for making payments to sub-recipients:

A. Payment of Funds, General: Once FEMA has obligated funds and NMDHSEM has budgeted and encumbered those funds, the Cabinet Secretary is authorized to advance funds, as permissible, and to consider requests for payments for progress and completion based on proper review and approvals, in accordance with the sub-grant agreement or amendment as described below. Review and audit of expending and accounting of federal awards and state funds will be conducted to ensure records, reports, and documentation for compliance and tracing of funds are accounted for; 2 C.F.R. §§ 200.302(b)(6), 200.305(a). The State Department of Finance and Administration (DFA) may require additional supporting data and documents prior to disbursement of funds.

B. Reimbursement shall be based upon authorized and allowable expenditures consistent with the project narrative, grant guidelines, and timely submission of Financial and Performance Progress Reports. Reimbursement of expenditures shall be requested quarterly or monthly if need be for expenditures within the performance period. A minimum of 25% (of the total project cost) in the non-federal match must be included on each request for reimbursement. All expenditures must be supported with source documentation (e.g., copies of proof of payment, invoices, receipts, timesheets with name/rate/hours and certified, breakdown of expenditures based on FEMA approved budget, warrants, a brief description of work done, required deliverables, etc.). Request for reimbursement will not be processed if quarterly financial or performance reports are delinquent. The final payment of 15% will not be made until DHSEM verifies that all activities are complete. All payments shall be made on an actual cost reimbursement basis.

C. Contracts: All requests for proposals/bids, sole–source procurements, single vendor responses to a competitive bid, and contracts require DHSEM pre–approval prior to implementation. The relevant contract must accompany requests for reimbursement for contractual services.

D. Local Match: Local matching funds must clearly support the source, the amount, and the timing of all matching contributions. When requesting reimbursement, the match percentage must be shown on each invoice. Copies of proof of payment, invoices, receipts, purchase orders, timesheets with name/wage/hours, cost allocation, general ledger, warrants, etc., must be submitted as a backup for the match.

E. Non-reimbursable Expenses:

- Transfer of funds between any programs. Contracts, single vendor response to a competitive bid, sole source contracts, and any procurement documentation not pre-approved by DHSEM.
- Training and related travel costs not pre-approved by DHSEM.
- Supplanting (using federal funds to purchase items previously budgeted for with state or local funds).
- Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus.
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of an exercise.
- Weapons and ammunition.
- Entertainment and sporting events
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel, and personal phone calls.
- Travel insurance, visa, and passport charges.
- Lodging costs in excess of State per diem, as appropriate.
- Lunch when travel is wholly within a single day.
- Standalone working meals.
- Bar charges, alcoholic beverages.
- Finance, late fees, or interest charges.
- Lobbying, political contributions, and legislative liaison activities.
- Organized fundraising, including salaries of persons while engaged in these activities.
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.

F. **Payment Conditions.** The sub-recipient must certify that in requesting and accepting a sub-grant payment, they have spent those funds on eligible expenditures; that the work performed was within

the scope of work allowed for specific projects; and that all records pertinent to specific projects will be retained for at least the periods required under record retention regulation requirements from the closeout of the last project. The period of record retention for grant and financial data is three years if state funds are paid.

G. Delays and Denial of Payment. Reasons for delays in FEMA processing of payment requests include, but are not limited to, the following:

- Vendor identification number is missing or incorrect;
- Disaster and project number is missing;
- Period of performance (POP) listed is incorrect;
- Service delivery dates do not agree with invoices or outside of contract period;
- Dollar amount on forms do not agree;
- Mathematical errors;
- Full address of sub-grantee is not included;
- Sub-recipient did not provide required back-up documentation; or

Reasons for NMDHSEM declining payment requests include, but are not limited to, the following:

- The POP has expired;
- The amount exceeds the remaining funding available for disbursement prior to the final financial and program compliance reviews (the hold or funding retention amount);
- Request for payment requires a state and/or budget amendment, and cannot be processed until the amendment request is received/approved;
- The reimbursement requested is for an activity outside of the approved scope of work;
- Forms are not signed by an authorized person, or are signed by only one signatory;
- Reimbursement of awarded funds have been suspended due to a non-compliance issue such as failure to submit quarterly reports; or
- Reimbursements of awarded funds have been suspended due to noncompliance activities.

Sub-recipients can reduce the likelihood of delays in processing of payment requests by checking for accuracy prior to submission.

ARTICLE 3: AUDITING AND REPORTING REQUIREMENTS

A. Quarterly Reports. In accordance with 2 C.F.R. § 200.328, the Applicant shall submit quarterly reports to the NMDHSEM beginning with the first full quarter after the signature date on the Sub-recipient Grant Agreement. The NMDHSEM will provide sub-recipient a form for this report. Quarterly reports are due no later than the 15th of the month following the end of the quarter - January 15, April 15, July 15, and October 15.

In order that NMDHSEM may adequately evaluate the progress and status of each sub-grant, quarterly reports shall contain a description of the work accomplished to date, the methods and procedures used, the anticipated completion date, a summary of all project costs to date, and other such information as may be of assistance in its evaluation of the project.

Reports shall be sent to the Department of Homeland Security & Emergency Management, Recovery Unit, P.O. Box 27111, Santa Fe, NM 87502, or electronically to DHSEM.mitigation@dhsem.nm.gov.

B. Additional Reporting Requirements. The sub-recipient must immediately report in writing to the NMDHSEM Mitigation Unit any alleged acts or allegations of fraud or misappropriation of funds for work authorized under this Sub-recipient Grant Agreement. This extends to reporting any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized

project. Additional reporting and financial reconciliation requirements may also be requested at NMDHSEM and FEMA's request. Failure to comply with these requests may jeopardize funding and may be a breach of this Sub-recipient Grant Agreement.

C. Enforcement. The NMDHSEM may suspend drawdowns, impose other special conditions, or take other authorized action pursuant to 2 C.F.R. § 200.339 (Remedies for Noncompliance) if the sub-recipient does not submit accurate and timely reports. This may include, among other things, the administrative closeout of a grant and/or any projects under a grant when the sub-recipient is not responsive to reasonable efforts NMDHSEM makes to collect required reports needed to complete closeout. Administrative closeout is a unilateral mechanism by NMDHSEM to move forward with project or grant closeout using available grant information in lieu of final reports. This can require NMDHSEM to make cash or cost adjustments and ineligible cost determinations, which may result in identifying a debt owed to FEMA and/or NMDHSEM.

D. Financial Procedures. The sub-recipient agrees to maintain financial procedures and support documents and to establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative, to account for the receipt and expenditure of funds under this Agreement. If applicable, RECIPIENT / SUBGRANTEE shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. § 7501 et. seq., 44 C.F.R. Part 14, 2 C.F.R. Part 200, 0MB Circular A-133, "Audits of States, Local Governments, and Non-profit Organizations," and applicable New Mexico laws, rules and regulations. Further, sub-recipient must provide a hard copy of the Single Audit Report within sixty (60) days of the close of its fiscal year. Otherwise, pursuant to 44 C.F.R. § 13.43, NMDHSEM may withhold or suspend payments under any grant award.

The sub-recipient shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the three-year period, the records shall be retained until the litigation or audit findings have been resolved.

E. Authorizing Statute. This award is made under the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. §§ 5121-5207) (Stafford Act), in accordance with 44 C.F.R. § 206.44.
All scopes of work and costs approved as a result of this Sub-recipient Grant Agreement, whether as estimates or final costs approved through subawards, PWs, or otherwise, will incorporate by reference the terms of this Sub-recipient Grant Agreement and must comply with applicable laws, regulations, policy, and guidance in accordance with this Sub-recipient Grant Agreement.

Pursuant to Executive Order 13858 Strengthening Buy-American Preferences for Infrastructure Projects, FEMA encourages recipients to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in Public Assistance and HMGP eligible public infrastructure repair and construction projects affecting surface transportation, ports, water resources including sewer and drinking water, and power. Such preference must be consistent with the law, including cost and contracting requirements at 2 C.F.R. Part 200.

F. Additional Terms and Conditions. The following additional sub-grant agreement documents are fully incorporated into this Sub-recipient Grant Agreement and thereby constitute additional terms and conditions of this agreement.

- The Stafford Act, its implementing regulations contained in Title 44 of the C.F.R., and FEMA

policy and guidance.

- **Hazard Mitigation Assistance Guide (March 2023)**
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth at 2 C.F.R. Parts 200 and 3002.
- Attachment 1 United States Department of Homeland Security (USDHS) Standard Terms and Conditions (January 24, 2022) in effect on the date of the Declaration, which are incorporated by reference into this Sub-recipient Grant Agreement
- Attachment 2 Reimbursement Checklist
- Attachment 3 Glossary and Definitions
- Attachment 4 Acronyms

ARTICLE 4: SCOPE OF WORK

A. As authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), as amended (42 U.S.C. § 5121 et seq.), and Section 662 of the Post Katrina Emergency Reform Act of 2006, as amended (6 U.S.C. § 762), the **County of Dona Ana. The County of Dona Ana has been awarded funds to procure and install 18 permanent diesel generators at 18 fire stations. Other proposed work includes the installation of concrete pads, automatic transfer switches, and other associated equipment.** Funds shall be utilized as outlined in the approved budget as awarded by FEMA on **03/19/2026**. The Sub-recipient shall match the Federal Award Amount of **$2,653,279.27**, with a local jurisdictional amount of **$884,426.42,** for a total project cost of **$3,537,705.69**. All work performed pursuant to this agreement must comply with the approved FEMA application. All work must be completed within the performance period, between **03/19/2026 - 05/14/2028**. The **County of Dona Ana.** shall not sub-grant any part of this award to any other entity or organization. Within the first reporting quarter, all awards require confirmation that expenditures in the budget category toward this project will be made. If not, DHSEM may execute a de-obligation of Federal funds without recourse by the **County of Dona Ana.**

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

ARTICLE 5: PUBLICATIONS

A. Publications created with funding under this grant shall prominently contain the following statement or a DHSEM pre-approved modification: **This Document was prepared under a sub-grant from the FEDERAL EMERGENCY MANAGEMENT AGENCY and the NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the Federal Emergency Management Agency and the New Mexico Department of Homeland Security and Emergency Management.**

ARTICLE 6: PERFORMANCE PERIODS

The performance period for this sub-grant award is **03/19/2026 - 05/14/2028.** Further, all personnel-related grant activity must be completed between **03/19/2026 - 05/14/2028**. Funds may not be obligated outside of these time periods. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits**. All obligated and encumbered funds *must be liquidated* within 45 days of the end of the performance period when the *Final Progress and Financial Reports* are due**.

ARTICLE 7: RECOVERY OF FUNDS FOR DUPLICATION OF BENEFITS AND INELIGIBLE ACTIVITIES

A. Ineligible Activities. The FEMA and/or NMDHSEM may disallow costs and recover funds based on the results of the audit or review during or after the performance of the award to ensure compliance with the terms of the Sub-recipient Grant Agreement and award document. The FEMA and/or NMDHSEM is required to recover funds when the sub-recipient has ineligible underruns (for example, actual costs for a PA large project are less than the amount awarded based on initial estimates); knowingly or negligently withholds or misrepresents material information; fails to complete work and comply with the terms of this Sub-recipient Grant Agreement or the approved award; expends federal funds in error; or incurs costs that are unreasonable or otherwise disallowed. If, after exhaustion of appeal rights, FEMA and/or NMDHSEM determines a debt is owed, the State has 30 days to resolve the amount owed before the debt is referred to the FEMA Finance Center for collection. The State may do so by directly paying FEMA. The State may also deposit the amount owed directly into the applicable subaccount in the U.S. Health and Human Services (HHS)/Smartlink and notify FEMA when it has reimbursed that subaccount, after which FEMA will de-obligate that amount in the subaccount. Alternatively, the sub-recipient may request to substitute unallowable costs for other costs that are allowable (e.g., necessary, allocable, and reasonable under the same award and have not yet been reimbursed by FEMA).

B. Duplication of Benefits. In accordance with the provisions of 42 U.S.C. § 5155 (Section 312 of the Stafford Act), duplication of benefits is prohibited. The NMDHSEM must take all actions necessary and reasonable to ensure that all who receive federal assistance are aware of their responsibility to repay federal assistance that is duplicated by amounts available from insurance or any other source for the same purpose. The FEMA and/or NMDHSEM may at any time, pre-award or post-award, adjust the level of funding provided to account for financial assistance provided from any other source for the same purpose as the federal assistance or to account for benefits available for the same purpose from another source, irrespective of whether they are actually received. The sub-recipient shall notify NMDHSEM, as soon as practicable, of the existence of any insurance coverage for the costs identified in the application and of any entitlement to or recovery of funds from any other source for the project costs, including Small Business Administration funding, United States Department of Agriculture (USDA), and other Federal, State, and private funding. The amount of duplicate sources available shall reduce allowable costs. The sub-recipient shall be liable to NMDHSEM to the extent that the sub-recipient receives duplicate benefits from any other source for the same purposes for which the sub-recipient has received payment from the NMDHSEM.

C. Cooperation. The NMDHSEM agrees, on its behalf and on behalf of its political subdivisions and others that receive federal assistance, to cooperate with the Federal Government in seeking recovery of federal assistance against any party or parties whose intentional acts or omissions or whose negligence or other tortious conduct may have caused or contributed to the damage or hardship for which federal assistance was provided under this Sub-recipient Grant Agreement. If applicable, FEMA will treat recovered funds as duplicated benefits available to NMDHSEM/sub-recipient in accordance with Section 312 of the Stafford Act (codified as amended at 42 U.S.C. § 5155).

D. NMDHSEM Responsibilities. The NMDHSEM is responsible for recovering federal assistance expended in

error, misrepresentation, fraud, or for otherwise disallowed or unused costs.

a. The NMDHSEM must notify FEMA of any potential debt resulting from federal funds expended in error, misrepresentation, or fraud or for costs otherwise disallowed or unused.

b. The NMDHSEM must report all cases of suspected fraud to the USDHS Office of Inspector General, cooperate with any investigation conducted by the USDHS Office of Inspector General, and cooperate with FEMA regarding any and all lawsuits that may result from the NMDHSEM or FEMA's attempt to recover funds or disallow costs.

E. Statute of Limitations. The 3-year statute of limitations limiting FEMA's ability to initiate an administrative action to recover funds paid as provided for in Section 705(a) of the Stafford Act (codified as amended at 42 U.S.C. § 5205(a)) begins with:

a. Initiation of an Administrative Action to Recover Payment. The initiation of an administrative action to recover payment includes FEMA's written notice to the NMDHSEM or a sub-recipient of a questioned or disallowed cost or improper payment (including a request for information concerning such cost or payment) and written notice to the NMDHSEM or a sub-recipient of a FEMA or 3rd party review or audit.

F. Refunds, Rebates, and Credits. The NMDHSEM must transfer to FEMA the appropriate share, based on the federal support percentage, of any refund, rebate, credit, or other amounts arising from the performance of this Sub-recipient Grant Agreement. The NMDHSEM must take necessary action to collect all monies due promptly or which may become due and, if applicable, to cooperate with the Federal Government in any claim or suit in connection with amounts due.

G. Non-Compliant Sub-recipients. As per 2 C.F.R. §§ 200.207, 200.303(d) and 200.338(A-F), NMDHSEM can selectively use any or all the following remedies and prompt actions for non-compliance with any term of an award to include audit finding(s):

a. Increased monitoring of projects and required additional financial and performance reports.
b. Disallow the advance payment process.
c. Temporarily withhold payments pending correction of the deficiency.
d. Disallow or deny the use of funds and matching credit for all or part of the cost of the activity or action not in compliance.
e. Request FEMA to entirely or partially de-obligate funding for a project.
f. Temporarily withhold payments pending correction of the deficiency by the sub-recipient.
g. Withhold further awards for the grant program.
h. Take other programmatic or legally available remedies.

ARTICLE 8: CONSTRUCTION REQUIREMENTS

A. The NMDHSEM must ensure that all applicable federal, state, and local permits and approvals are obtained and all permit conditions are addressed before the start of any construction activity, including FEMA and NMDHSEM/sub-recipient compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other applicable environmental laws and executive orders. All construction should be in accordance with approved permits, project plans and specifications, applicable building codes, and program guidance.

ARTICLE 9: NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)/ENVIRONMENTAL PLANNING AND HISTORIC PRESERVATION (EHP) COMPLIANCE

A. The sub-recipient must provide information to FEMA on the legally required environmental planning and historic preservation (EHP) review and to ensure compliance with the applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to the National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, E 11988 Floodplain Management, EO 11990 Protection of Wetlands, and EO 12898 Environmental Justice. The sub-recipient must comply with all federal, state, local, tribal, and territorial EHP requirements and obtain applicable permits and clearances. See FEMA Policy: Grant Program Directorate Environmental Planning and Historic Preservation, FEMA Policy #108-023-1, Revision 2 for more information.

B. Sub-recipients shall not undertake any activity from the project that would result in ground disturbance, facility modification, or related to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, modifications to buildings that are 50 years old or older, construction projects inside buildings less than 43 years old, and exercises. The sub-recipient must comply with all mitigation or treatment measures required for the project due to FEMA's EHP review. An EHP Screening Form does not need to be provided for exercises planned to take place at previously approved facilities, such as fire and police academies, search and rescue training facilities, and explosive testing centers. Any exercise that requires land, water, vegetation disturbance, or building of temporary structures must undergo an EHP review.

C. Any change to an approved project description will require re-evaluation to comply with EHP requirements before proceeding. If ground-disturbing activities occur during project implementation, the sub-recipient must ensure monitoring of ground disturbance. If any potential archeological resources are discovered, the sub-recipient will immediately cease construction in that area and notify NMDHSEM, FEMA, and the New Mexico Historic Preservation Division. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may result in ineligibility of grant funding.

ARTICLE 10: PROPERTY AND EQUIPMENT MANAGEMENT

A. The sub-recipient will follow the property standards articulated in 2 C.F.R. § 200.310 through 2 CFR 200.316. The sub-recipient shall, when practical, prominently display the following on any equipment purchased with award funds: **PURCHASED WITH FUNDS PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.** No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHSEM prior to the jurisdiction's encumbrance or expenditure for that equipment.

B. The sub-recipient will follow the property standards articulated in 2 C.F.R. § 200.310 through 2 C.F.R. § 200.316. The sub-recipient shall maintain an effective property management system; safeguards to prevent loss, damage, or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A Property Inventory Report shall be submitted to NMDHSEM annually each January 30 with the Financial Progress Report during the performance period, and continued submission is required annually until final disposition of the equipment. The sub-recipient shall, when practical, prominently display the following on any equipment purchased with award funds: Purchased with funds provided by the FEDERAL EMERGENCY MANAGEMENT AGENCY. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from NMDHSEM prior to the jurisdiction's encumbrance or expenditure for that equipment.

C. Any disposition of property or equipment must be in accordance with 2 C.F.R. § 200.313(e) and pre-

approved by FEMA through NMDHSEM.

ARTICLE 11: SUB-RECIPIENT MONITORING POLICY

A. In accordance with 2 C.F.R. § 200.328, NMDHSEM may periodically monitor a sub-recipient's projects to ensure that program goals, objectives, timelines, budgets, and other related program criteria are being met. The NMDHSEM reserves the right to periodically review and conduct an analysis of the sub-recipient's financial, programmatic, and administrative policies and procedures. This monitoring may include a review of accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting, procurement, records management, payroll, means of allocating staff costs, property, and equipment management system, the progress of project activities, etc. This may include unscheduled desk audits and field inspections. The sub-recipient shall accommodate all such requests within reason. If the sub-recipient encounters any unanticipated problem with the Scope of Work, allowed costs, procurement, permitting, or other difficulty, the sub-recipient must communicate that problem to NMDHSEM promptly. Work on affected projects must be suspended until the problem is resolved. Technical assistance is available from NMDHSEM staff.

B. The sub-recipient will immediately, no later than 24-hours upon notice, report to NMDHSEM allegations of wrong-doing on the part of any contractor, sub-contractor, agent or employee of the sub-recipient, or other interested party in reference to the work authorized under this Sub-recipient Grant Agreement. This extends to any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project.

ARTICLE 12: PROCUREMENT

A. Procurement shall comply with all federal, state, and local procurement requirements including 2 C.F.R. § 200.320 and the New Mexico Procurement Code for expenditure of funds under this Agreement. The sub-recipient must conform to applicable state and federal law and the Procurement Standards Sections 2 C.F.R. § 200.317-327, and Appendix II to Part 200. Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition.

B. When procuring property and services under this agreement, the sub-recipient will follow 2 C.F.R. § 200.318 through 2 C.F.R. § 200.326 and Appendix II. The sub-recipient must use its own documented procurement procedures which reflect applicable state, local, tribal, and territorial laws, and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. § 200. As such, the sub-recipient must use one of the methods of procurement identified in 2 C.F.R. § 200.320.

C. Also, per 2 C.F.R. § 200.318(i), sub-recipients are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Examples of the types of documents that would cover this information include but are not limited to:

- **a.** Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- **b.** Responses to solicitations, such as quotes, bids, or proposals;
- **c.** Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;

d. Contract documents and amendments, including required contract provisions; and
e. Other documents required by federal regulations applicable at the time a subgrant is awarded to a sub-recipient.

D. Procurement from Minority Owned and Women Owned Business is encouraged and must be tracked and reported to NMDHSEM on the quarterly reports. Procurement transactions shall be conducted to provide maximum open and free competition. Each sole–source procurement single vendor response to a competitive bid, and all purchases require prior approval of NMDHSEM.

E. The sub-recipient will follow the property standards articulated in 2 C.F.R. § 200.310 through 2 C.F.R. § 200.326. The sub-recipient shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. Property and equipment records shall be maintained for a period of three years following the final disposition, replacement or transfer of the property and equipment.

ARTICLE 13: CONTRACTS

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

B. Any contract shall comply with the requirements of Procurement Standards Sections of 28 C.F.R. Parts 66 and 70, 2 C.F.R. Part 200 and OMB Circulars A–102 "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments" for expenditure of Federal funds under this Sub-recipient Grant Agreement. Applicants shall submit procurement and contracts to NMDHSEM for review prior to approval. Contracts for professional services must meet applicable local, state, and federal requirements. All contractors must be licensed in New Mexico for the type of work that is required. Prior to any contracted work beginning, the sub-recipient shall provide NMDHSEM with a copy of the contractor's license. Contract work must not exceed the scope of work and PW awarded amount prescribed by FEMA, unless requested through a scope of work change and approval from FEMA.

C. Any contract entered during this sub-grant period shall comply with local, State, and Federal government contracting regulations. Professional and consultant services contracts must include local, State, and Federal government-required contract language, a project budget, SOW, and a pay schedule. ***All contracts require pre-approval by DHSEM prior to execution.*** Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the marketplace. Detailed invoices and time and effort reports are required for consultants.

ARTICLE 14: COMPETITION AND CONFLICTS OF INTEREST

A. Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. The FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a sub-recipient develop its grant application, project plans or project budget. This prohibition also applies

to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

B. Under this prohibition, unless the sub-recipient solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees. Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- **a.** Placing unreasonable requirements on firms for them to qualify to do business;
- **b.** Requiring unnecessary experience and excessive bonding;
- **c.** Noncompetitive pricing practices between firms or between affiliated companies;
- **d.** Noncompetitive contracts to consultants that are on retainer contracts;
- **e.** Organizational conflicts of interest;
- **f.** Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- **g.** Any arbitrary action in the procurement process.

C. Per 2 C.F.R. § 200.319(c), the sub-recipient must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, tribal, or territorial geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. **When contracting for architectural and engineering services, geographic location may be a selection criterion, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.**

D. Under 2 C.F.R. § 200.318(c)(1), the sub-recipient is required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The non-federal entity's officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, sub-recipient entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

E. Under 2 C.F.R. § 200.318(c)(2), if the sub-recipient has a parent, affiliate, or subsidiary organization that is not a state, local, tribal or territorial government, the sub-recipient must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the sub-recipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or NMDHSEM in accordance with applicable FEMA policy.

ARTICLE 15: CONTRACTS

A. Contracts for professional and consultant services executed during this grant period must include federal, state, local, tribal, and territorial government-required contract language and a project budget and require pre-approval by NMDHSEM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the marketplace. Detailed invoices and time and effort reports are required for consultants. *See* 2 C.F.R. § 200.1, 2 C.F.R. § 200 Appendix II to Part 200.

ARTICLE 16: AUDIT REQUIREMENTS

A. As a federal grant recipient, the State of New Mexico requires a sub-recipient expending $750,000 or more in federal funds in the organization's fiscal year to conduct an organization-wide audit in accordance with the Single Audit described in 2 C.F.R. § 200.501. The sub-recipient will permit state or federal officials and auditors to have access to sub-recipient and contractor records and financial statements as necessary for the state to comply with 2 C.F.R. § 200.501. Copies of audit findings must be submitted to NMDHSEM within 30 days after the sub-recipient receives its audit report, or within a 9-month period of the grant closeout date, whichever is earlier. Include the federal agency name, program, grant number, the CFDA title and number, and the name of the pass-through agency (NMDHSEM) in all documents.

ARTICLE 17: RECORDS RETENTION

A. Records Retention.

a. **State Requirement.** The State must retain records for three years after all projects are complete and the federal disaster is formally closed out, except in certain rare circumstances described in 2 C.F.R. § 200.334 (Retention requirements for records), from the date it submits the final Federal Financial Report (SF-425) to FEMA in compliance with 2 C.F.R. § 200.334. If FEMA administratively closes the grant where no final SF-425 was submitted, FEMA uses the date the grant was administratively closed as the start date for the three-year record retention period.

b. **Sub-recipient Requirement.** The sub-recipients must retain project or subaward records for at least three years from the date that the NMDHSEM submits to FEMA the final expenditure report for a project or subaward. If, however, there is any litigation, claim, negotiation, audit, request for information, or other action involving the project or subaward that starts before that date, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the three-year period, whichever is later.

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

d. The sub-recipient will be required to maintain project records until the expiration of the appropriate retention period. This includes records related to Management Costs, procurement, contracting, accounts payable, engineering, inventory, force account (materials, labor, and equipment), insurance

settlements or other records related to the project scope of work. Retention procedures are outlined in the Hazard Mitigation Assistance Grant Programs Administrative Plan.

ARTICLE 18: CHANGES TO AWARD

A. In keeping with 2 C.F.R. § 200.308, the sub-recipient must report deviations from the approved budget, project or program scope, or objective(s) in accordance with 2 C.F.R. § 200.329. The sub-recipient must request prior approvals for budget and program plan revisions in accordance with this section. The sub-recipient must request prior written approval for the following program and budget-related reasons:

a. Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).
b. Change in key personnel (including employees and contractors) that are identified by name or position in the Federal award.
c. The disengagement from a project for more than three months, or a 25 percent reduction in time and effort devoted to the Federal award over the course of the period of performance, by the approved project/program director.
d. The inclusion, unless waived by the Federal agency, of costs that require prior approval in accordance with 2 C.F.R. Subpart E as applicable.
e. The transfer of funds budgeted for participant support costs to other budget categories.
f. Subaward activities not proposed in the application and approved in the Federal award or NMDHSEM sub-grant agreement.
g. Changes in the total approved cost-sharing amount.
h. The need arises for additional Federal funds to complete the project.
i. Transferring funds between the construction and non-construction work under a Federal award.
j. A no-cost extension (meaning, an extension of time that does not require the obligation of additional Federal funds) of the period of performance

B. All change requests must be submitted either in writing or electronically to the NMDHSEM contact for review 90 days before this Sub-recipient Grant Agreement is terminated. A justification narrative and a budget and spending plan must accompany all change requests. All change requests must be consistent with the scope of the project and grant guidelines. Change requests will be considered only if reporting requirements are current and all other terms and conditions of this Sub-recipient Grant Agreement have otherwise been met at the time of the request. If approved by NMDHSEM and FEMA, changes in the programmatic activities, the purpose of the project, key personnel specified on the grant award, contractual services for activities central to the purposes of the award, change in the project site, or release of special conditions, will result in an amendment to this award. Requests for changes must be formally submitted to NMDHSEM and FEMA.

C. Changes to this Sub-recipient Grant Agreement will be made via a Sub-recipient Grant Agreement Amendment. The NMDHSEM will prepare each Amendment when needed. No Sub-recipient Grant Agreement Amendment is valid until fully executed.

ARTICLE 19: REMEDIES FOR NONCOMPLIANCE

A. For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements, and award modifications may be withheld. The NMDHSEM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establishing additional prior approvals. The

NMDHSEM shall notify the sub-recipient of its decision in writing, stating the nature and the reason for imposing the conditions/restrictions, the corrective action required the timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The sub-recipient must respond within five days of receipt of notification.

- **a.** Unwillingness or inability to attain project goals or scope of work.
- **b.** Unwillingness or inability to adhere to Special Conditions of this Sub-recipient Grant Agreement.
- **c.** Failure or inability to adhere to grant guidelines and federal compliance requirements.
- **d.** Improper procedures regarding contracts and procurements.
- **e.** Failure to submit reliable and/or timely reports.
- **f.** Fiscal management which does not meet reasonable professional standards.
- **g.** Failure or inability to adhere to the terms and conditions of this Sub-recipient Grant Agreement.
- **h.** Unwillingness or inability to obtain permits required by law to perform the eligible work.
- **i.** Noncompliance with any and all federal, state, local, and tribal grant requirements.

B. The NMDHSEM shall notify the sub-recipient of any non-compliance issues in writing and shall attempt to arrive at a resolution in a timely and reasonable fashion. If corrective action is required, NMDHSEM and the sub-recipient shall determine a timeline and landmarks for remediation. The NMDHSEM may require additional detailed financial reports or additional project monitoring. The ultimate penalty for non-compliance with the terms and conditions of this Sub-recipient Grant Agreement is for payments to be withheld or for the award to be suspended or terminated. The sub-recipient agrees to make restitution if necessary.

C. The NMDHSEM may take action as it determines appropriate under the circumstances, including but not limited to withholding of payments, disallowance of costs, suspension or termination of the award if the sub-recipient fails to comply with applicable Federal and State statutes, regulations, or the terms of this Sub-recipient Grant Agreement pursuant to 2 C.F.R. § 200.339.

D. Nothing in this section abrogates the sub-recipient's right of appeal.

ARTICLE 20: TERMINATION

A. For Cause: In compliance with 2 C.F.R. § Part 200.340(a)(1), the award may be reduced or terminated without compensation for reduction or termination costs if performance is not occurring as agreed. The NMDHSEM will provide five days' notice to the sub-recipient stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. The NMDHSEM will reimburse the sub-recipient only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of NMDHSEM until completion of a final NMDHSEM review. Disposition of any equipment acquired under a terminated grant must be in accordance with 2 C.F.R. § 200.313(e).

B. For Convenience: In compliance with 2 CFR Part 200.340(a)(4), this Agreement may be terminated without cause by the sub-recipient upon written notice setting forth the reasons for such termination and the effective date at least 30 days prior to the intended date of termination. A termination pursuant to this provision does not nullify a party's obligations for performance or liabilities for failure to perform already incurred prior to the termination date. Any project may be terminated upon convenience, in whole or in part, for the convenience of the sub-recipient. However, a partial termination notification must specify the portion of the project which is to be terminated. Allowable costs obligated and/or incurred through the termination date shall be reimbursed. Disposition of any equipment acquired under a terminated grant must be in accordance with 2 C.F.R. § 200.313(e).

ARTICLE 21: CLOSEOUT OF SUB-GRANT

A. Closeout of Projects. Per 2 C.F.R. § 200.344, sub-recipients must submit all costs and supporting documentation for completed projects. The NMDHSEM will review and verify all costs and supporting documents to validate compliance. Failure to comply will result in the project's de-obligation. The NMDHSEM will close each sub-recipient file once it has conducted a full review and approval of all supporting documents for compliance, all projects are completed, and project activity is closed out.

   a. Management Costs. Management Costs will be used for internal staff salaries, contractor payments and other support costs associated with this grant. This will be in accordance with all laws, rules, and FEMA regulations. Management Costs will be processed in accordance with the Hazard Mitigation Assistance Program and Policy Guide.

The NMDHSEM commits to the closeout of all grants regardless of the availability of management costs.

ARTICLE 22: SPECIAL CONDITIONS

A. The terms of this Sub-recipient Grant Agreement are contingent upon sufficient appropriations and authorizations being made by the USDHS FEMA under the Robert T. Stafford Disaster Relief and Emergency Assistance Act U.S.C. §§ 5121-5207. If sufficient appropriations and authorizations are not made by FEMA this Sub-recipient Grant Agreement shall terminate immediately upon written notice being given by NMDHSEM to the sub-recipient. The decision of NMDHSEM shall be final.

B. If NMDHSEM proposes an Amendment to the Sub-recipient Grant Agreement to unilaterally reduce funding, the sub-recipient shall have the option to terminate the Sub-recipient Grant Agreement or agree to the reduced funding within 30 days of receipt of the proposed Amendment.

C. Each party shall be solely responsible for fiscal or other sanctions occasioned because of its own violation of requirements applicable to the performance of this Sub-recipient Grant Agreement. Each party shall be liable for its own actions or inactions in accordance with state law, and nothing herein shall be deemed a waiver, indemnity, or otherwise create or effect liabilities between the parties.

D. The grant award amount is a funding allocation and is not to be interpreted as expenditure authorizations or approvals.

E. All awarded projects must be planned for, conducted, budgeted, and expended within the designated performance period.

F. Quarterly financial and progress reports within the POP are due on October 15, January 15, April 15, and July 15. Final reports are due 15 days after the end of POP.

G. All revision requests must be reviewed and approved by NMDHSEM staff. All requests must meet the original scope of the project which may result in a sub-recipient grant amendment.

H. A revision of a project's SOW must be pre-approved by NMDHSEM staff before the jurisdiction can proceed with the request for approval process. If the revision is approved, NMDHSEM staff may request additional documentation to proceed with a recommendation to NMDHSEM Leadership for final approval.

I. The beneficiary of this award is solely responsible for all expenditures that are incurred outside of the award performance period. All expenditures that are incurred above and beyond the amount of this Sub-recipient Grant Agreement are the sole responsibility of the sub-recipient of this award.

J. Procurement from Minority-Owned and Women-Owned Businesses is encouraged and must be tracked and reported to NMDHSEM on the quarterly reports.

K. Upon completion of all awarded projects, any remaining funds will be de-obligated and reverted to NMDHSEM for return to FEMA.

L. NMDHSEM will determine extensions due to exigent or emergency circumstances on a case-by-case basis.

State of New Mexico
Department of Homeland Security & Emergency Management
P.O. Box 27111
Santa Fe, NM 87502

The acceptance of a subgrant from the United States and the State of New Mexico creates a legal duty and obligation on the part of the sub-recipient to use the funds or property made available in accordance with the conditions of the grant as administered by and through the New Mexico Department of Homeland Security and Emergency Management. By signing this obligating award document, the sub-recipient certifies it has read, understood, and accepted these documents as binding.

SUB-RECIPIENT GRANT AGREEMENT
Signatures of Acceptance

SUB-GRANT NO:	**DR-4652-0026-NM**		
JURISDICTION GRANT PROGRAM MANAGER PRINTED NAME:	Amanda Bowen		
OFFICIAL SIGNATURE:		**DATE:**	
CONTACT NUMBER:	(575) 647-7900	**E-MAIL ADDRESS:**	amandab@donaana.gov
JURISDICTION CHIEF FINANCIAL OFFICER PRINTED NAME:	Asma Dawood		
OFFICIAL SIGNATURE:		**Date:**	
CONTACT NUMBER:	(575) 525-5974	**E-MAIL ADDRESS:**	asmad@donaana.gov
JURISDICTION SIGNATORY OFFICIAL PRINTED NAME:	Scott Andrews		
OFFICIAL SIGNATURE:		**DATE:**	
CONTACT NUMBER:	(575) 525-5803	**E-MAIL ADDRESS:**	scotta@donaana.gov
NMDHSEM MITIGATION PROGRAM BUREAU CHIEF PRINTED NAME:			
NMDHSEM MITIGATION PROGRAM BUREAU CHIEF OFFICIAL SIGNATURE / DATE:			
NMDHSEM GRANTS MANAGEMENT BUREAU CHIEF PRINTED NAME:			
NMDHSEM GRANTS MANAGEMENT BUREAU CHIEF OFFICIAL SIGNATURE / DATE:			
NMDHSEM DEPUTY CABINET SECRETARY OFFICIAL PRINTED NAME:			
NMDHSEM DEPUTY CABINET SECRETARY OFFICIAL SIGNATURE / DATE:			

Sign and email to DHSEM.MITIGATION@DHSEM.nm.gov

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ATTACHMENT 1
FY 2024 U.S. Department of Homeland Security Terms and Conditions
Version 3 dated April 4, 2024

The Fiscal Year (FY) 2024 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2024 and flow down to sub-recipients unless a term or condition specifically indicates otherwise. For federal awards that may involve continuation awards made in subsequent FYs, these FY 2024 DHS Standard Terms and Conditions will apply to the continuation award unless otherwise specified in the terms and conditions of the continuation award. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2024 DHS Standard Terms and Conditions are maintained on the DHS website at https://www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

- **Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**
  Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

- **General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.**
  All recipients and sub-recipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.
  Recipients must cooperate with any DHS compliance reviews or compliance investigations.

  Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.

  Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

  Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.

  Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Sub-recipients are not required to complete and submit this tool to DHS. The evaluation tool

can be found at https://www.dhs.gov/publication/dhs- civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

- **Standard Terms & Conditions**

  Acknowledgement of Federal Funding from DHS
  Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

  Activities Conducted Abroad
  Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

  Age Discrimination Act of 1975
  Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 *et seq*.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

  Americans with Disabilities Act of 1990
  Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

  Best Practices for Collection and Use of Personally Identifiable Information
  Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

  Civil Rights Act of 1964 – Title VI
  Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq*.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

  Civil Rights Act of 1968
  Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 *et seq*.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the

U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Copyright
Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Debarment and Suspension
Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Drug-Free Workplace Regulations
Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Duplicative Costs
Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq*.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Energy Policy and Conservation Act
Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq*.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this

Act.

False Claims Act and Program Fraud Civil Remedies
Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Federal Debt Status
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Federal Leadership on Reducing Text Messaging while Driving
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

Fly America Act of 1974
Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Hotel and Motel Fire Safety Act of 1990
Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

John S. McCain National Defense Authorization Act of Fiscal Year 2019
Recipients, sub-recipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327,200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, sub-recipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help- department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Lobbying Prohibitions
Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds

provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

National Environmental Policy Act
Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq*.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.

Non-Supplanting Requirement
Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Notice of Funding Opportunity Requirements
All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Patents and Intellectual Property Rights
Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 *et seq*. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Procurement of Recovered Materials
States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R.

Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Rehabilitation Act of 1973
Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Reporting of Matters Related to Recipient Integrity and Performance
If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Reporting Subawards and Executive Compensation
For federal awards that equal or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers
When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these

requirements.

(a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;
(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

Definitions
The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

SAFECOM
Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

Terrorist Financing
Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

Trafficking Victims Protection Act of 2000 (TVPA)
Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106- 386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

Universal Identifier and System of Award Management
Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

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ATTACHMENT 2
Reimbursement Checklist

DHSEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations. ***Please only check the categories that apply to the reimbursement you are currently requesting.***

EQUIPMENT

- ☐ Have all invoices been included?
- ☐ Has AEL # been identified for each purchase?
- ☐ If service/warranty expenses are listed, are they only for the performance period of the grant?
- ☐ Has proof of payment been included? (e.g., canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement)

CONSULTANTS/CONTRACTORS

- ☐ Does the amount billed by consultant add up correctly?
- ☐ Has all appropriate documentation to denote hours worked been properly signed?
- ☐ Have copies of all planning materials and work product (e.g., meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and signup sheet with meeting date must be included).
- ☐ Has the invoice from consultant/contractor been included?
- ☐ Has proof of payment been included? (e.g., canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

SALARY POSITIONS (Note: this applies to positions billed under M&A)

- ☐ Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)?
- ☐ Has a time period summary sheet been included for total claimed amount?
- ☐ Has a general ledger payroll report been included for total claimed amount? Ensure this report includes both employee and employer payroll information (i.e., benefits/contributions).
- ☐ Does the back-up documentation include a copy of the check stub per employee for the time period covered?
- ☐ Does the back-up documentation provided match the time period for which reimbursement is being requested?

OTHER:

- ☐ If EHP form needed – has copy of it and approval from USDHS/FEMA been included?

MATCHING FUNDS (IF APPLICABLE)

- ☐ Contributions are from Non-Federal funding sources.
- ☐ Contributions are from cash or in-kind contributions which may include training investments.
- ☐ Contributions are not from salary, overtime, or other operational costs unrelated to training.

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ATTACHMENT 3
Glossary and Definitions

Applicant: When an entity applies for PA funding, it is the **Applicant**. Once the Applicant receives funding, it is either the **recipient, pass-through entity,** or a **sub-recipient**.

Authorized Equipment List (AEL): The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs.

Backfill: The act of filling a position left by another employee who has been moved to another role.

Cost Match: Recipient or sub-recipient contribution. This can be cash (hard match) or third party in-kind (soft match). 2 C.F.R. 200.306.

Cost Sharing or Matching: The portion of project costs not paid by federal funds or contributions (unless otherwise authorized by federal statute). 2 C.F.R. 200.1 Cost sharing or matching.

Declared fire: An uncontrolled fire or fire complex, threatening such destruction as would constitute a major disaster, which the FEMA Regional Administrator has approved in response to a state's request for a fire management assistance declaration and in accordance with the criteria listed in 44 C.F.R. 204.21. Fire Management Assistance Declaration Criteria.

Disallowed costs: Those charges to a federal award that the federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable federal statutes, regulations, or the terms and conditions of the federal award. 2 C.F.R. 200.1 Disallowed costs.

Demobilization: The process and procedures for deactivating, disassembling, and transporting back to their point of origin all resources that had been provided to respond to and support a declared fire.

Disaster: An emergency condition affecting all or part the state, overwhelming local resources, in which there is likely to be a significant recovery period. The Governor may request a Robert T. Stafford Act (Stafford Act) Disaster Declaration through FEMA, asking for the Public Assistance Program, Fire Management Assistance Program, Individual Assistance Program and Mitigation based upon known and estimated damage assessment data.

Disaster Recovery Reform Act of 2018 (DRRA): The DRRA represents the most comprehensive Emergency Management reform since the Post-Katrina Emergency Management Reform Act in 2006. It includes a larger and more reliable funding stream for pre-disaster mitigation, expanded assistance for individuals and households, and support for states, localities, tribes, and territories (SLTTs) to develop their own emergency management capabilities.

Emergency: A condition in which local and state emergency response agencies are overwhelmed by an incident to the point that federal assistance is needed. Unlike a disaster, an emergency does not have a recovery phase. The Governor may request a Stafford Act Emergency Declaration through FEMA, asking for the Public Assistance Program and/or Fire Management Assistance Grant.

Emergency Work: Work which must be done before, during and immediately after a disaster event to save lives and to protect improved property and public health and safety or to avert or lessen the threat of a major disaster. The FEMA Public Assistance emergency work Categories are:

- Category A (Debris Removal)
- Category B (Emergency Protective Measures)

Equipment: Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or $5,000. 2 C.F.R. 200.1 Equipment.

*Expenditures***:** Charges made by a non-federal entity to a project or program for which a federal award was received. 2 C.F.R. 200.1 Expenditures.

Federal Award: The federal financial assistance that a recipient receives directly from a federal awarding agency or indirectly from a pass-through entity. 2 C.F.R. 200.1 Federal award.

Federal Emergency Management Agency (FEMA): The federal agency responsible for coordinating disaster recovery efforts in partnership with state, local, and tribal governments.

Federal Share: The portion of the federal award costs that are paid using federal funds. 2 C.F.R. 200.1 Federal share.

FEMA/State Agreement: A formal, legal document between FEMA and the state or a tribal government giving the understandings, commitments, terms, conditions, and timelines for assistance resulting from a federal disaster, emergency, or fire declaration, declared by the President.

Governor's Authorized Representative (GAR): The person designated by the Governor to execute all necessary documents for disaster assistance programs on behalf of the state and local grant recipients. The GAR is responsible for state compliance with the FEMA/State Agreement. The GAR may also be designated as the State Coordinating Officer.

Hazard Mitigation: Mitigation is the effort to reduce loss of life and property by lessening the impact of disasters.

Hazard Mitigation (Sections 404 and 406): Section 406 Mitigation measures are specific to the mechanism of the declared disaster and are an integral part of the reconstructed work on a facility or will protect or benefit the repaired portion of the facility. These are different from mitigation measures that are considered for eligibility under the Hazard Mitigation Grant Program (HMGP) of Section 404 of the Stafford Act. In the HMGP program, measures are proposed that may involve facilities other than those damaged by the disaster, new facilities, or even non-structural measures such as the development of floodplain management regulations.

Incident Period: The time interval during which the declared disaster occurs. The Regional Administrator, in consultation with the Governor's Authorized Representative and the Principal Advisor will establish the incident period. Generally, costs must be incurred during the incident period to be considered eligible.

The declaration designates the incident period. The incident period is the span of time during which the federally declared incident occurs. This period varies in length, depending on the incident.

Improved Project: When performing restoration work on a damaged facility, a sub-recipient may use the opportunity to make improvements to the facility. Projects that incorporate such improvements are improved projects. The improved facility must have the same function and at least the equivalent capacity as that of the pre-disaster facility. Federal funding for improved projects is limited to the lesser of the following: the federal share of the approved estimated costs to restore the damaged facility to its pre-disaster design and function or the federal share of the actual cost of completing the improved project.

The sub-recipient must obtain FEMA approval, via the NMDHSEM, for an improved project prior to construction.

Indirect Costs: Costs a recipient or sub-recipient incurs for a common or joint purpose benefitting more than one cost objective that are not readily assignable to the cost objectives specifically benefited.

Joint Field Office (JFO): A temporary facility established in or near a declared disaster area to serve as the field headquarters for FEMA, other federal and state recovery personnel, and serve as the focal point for federal disaster operations, direction, coordination, and information.

Large Project: An approved project estimated to cost the same as or more than the large project threshold amount. The large project threshold is a dollar amount adjusted annually to reflect changes in the Consumer Price Index for all urban consumers. The large project threshold amount, applicable to all projects, is the amount in effect on the declaration date of the disaster, regardless of when project approval is made or when the work is performed.

Management Costs: Management costs are any indirect costs, any direct administrative costs, and any other administrative expenses associated with the administration of HMA awards and subawards. Management costs are provided under HMGP, HMGP Post Fire, BRIC and FMA. For the Hazard Mitigation Grant Program (HMGP) and Hazard Mitigation Grant Program Post Fire (HMGP Post Fire), recipients will be reimbursed no more than 15% of the total amount of the award, of which not more than 10% may be used by the recipient and 5% by the sub-recipient. Under HMGP and HMGP Post Fire, recipients' Administrative Plans must include procedures for monitoring and reporting on sub-recipient management costs before receiving funding for management costs. For Building Resilient Infrastructure and Communities (BRIC) and Flood Mitigation Assistance (FMA), recipients may apply for a maximum of 10% of the total funds requested in their application cost estimate (federal and non-federal shares) for management costs to support the sub-applications included as part of their award. Subapplicants for BRIC and FMA may apply for a maximum of 5% of the total funds requested in a sub-application for management costs. Additional information is available in FEMA Policy #104-11-1, Hazard Mitigation Grant Program Management Costs (Interim).

Pass-through Entity: A non-federal entity that provides a subaward to a sub-recipient to carry out part of a federal program. 2 C.F.R. 200.1 Pass through entity (PTE).

Performance Period for Hazard Mitigation Assistance: The period of time stipulated in the Sub-recipient Grant Agreement, as amended, during which the sub-recipient must finish the approved work. Projects completed after the active Period of Performance deadline will be considered ineligible.

Quarterly Financial Progress Report: The information in this report is used by NMDHSEM to monitor sub-recipient cash flow, performance, and project implementation to ensure proper use of federal funds.

Recipient: Formally referred to as the grantee or sub-grantee or applicant. Federally Recognized Indian Tribal Governments may also be Recipients if they so desire and if they meet FEMA requirements.

Recovery Officer: Aids in the administration of disaster recovery grant programs for statewide disasters and emergencies. Coordinates and co-administers disaster recovery grant programs, ensuring that they are implemented and carried out according to state and federal program requirements.

Recovery Unit: This is the unit within the NMDHSEM Response and Recovery Bureau designated as responsible for the programmatic administration of the FEMA PA and FMAG Programs.

Recovery Unit Manager: Responsible for administering and supervising staff responsible for federal and state disaster recovery programs and serves as the Deputy State Coordinating Officer (SCO) for emergencies or major disaster declarations.

Response & Recovery Bureau Chief: Responsible for supervising staff responsible for federal and state disaster recovery programs and staff that provides operational response capabilities to support the citizens of New Mexico. This position also serves as State Coordinating Officer (SCO) for emergencies or major disaster declarations.

Request for Approval Form: Used by sub-recipient to request approval from NMDHSEM to expend funds for previously identified and approved projects. Approval must be received prior to expenditure.

Small Project: An approved project estimated to cost less than the large project threshold amount.

State Coordinating Officer (SCO): The person designated by the Governor to coordinate state and local disaster assistance efforts with those of the federal government. The GAR may also be the SCO. The Governor will name the GAR and the SCO in the FEMA/State Agreement.

Sub-recipient: Formally referred to as the sub-grantee or applicant, is a state agency, local government, tribal government, other legal governmental entity, or a private non-profit (PNP) organization that receives a sub-grant award and which is accountable to the state for the use of the funds provided. The FEMA reserves the final decision as to sub-recipient eligibility.

Supplanting: When a state or unit of local government reduces state or local funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. When supplanting is not permitted, federal funds must be used to **supplement** existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace state or local funding that is required by law. If a question of supplanting arises, the sub-recipient or grantee will be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. US Department of Justice Office of Justice Programs, Grants 101.

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ATTACHMENT 4
Acronyms

AEL: Authorized Equipment List
AGAR: Alternate Governor's Authorized Representative
ASB: Administrative Services Bureau of NMDHSEM
CFDA: Catalog of Federal Domestic Assistance
DAC: Direct Administrative Costs
DOT: Department of Transportation
DPS: Department of Public Safety
DRRA: Disaster Recovery Refo1m Act of 2018
DSCO: Deputy State Coordinating Officer
DSIBD: Deputy State Infrastructure Branch Director
DSPAGS: Deputy State Public Assistance Group Supervisor
EMAC: Emergency Management Assistance Compact
EMMIE: Emergency Management Mission Integrated Environment
EMNRD: Energy, Minerals and Natural Resources Department
FEMA: Federal Emergency Management Agency
FFATA- Federal Funding Accountability and Transparency Act
FMAG - Fire Management Assistance Grant
GAR: Governor's Authorized Representative
IMAS: Intrastate Mutual Aid System
INF: Immediate Needs Funding
IOF: Initial Operating Facility
JFO: Joint Field Office
NSPO: Net Small Project Overrun
NMDHSEM: New Mexico Department of Homeland Security and Emergency Management
ONA: Other Needs Assistance
OMB: Office of Management and Budget
PA: Public Assistance
PAGS: Public Assistance Group Supervisor
PAPPG: Public Assistance Program and Policy Guide
PDA: Preliminary Damage Assessment
PDMG: Program Delivery Manager
PIO: Public Information Officer
PNP: Private Non-Profit
POP: Period of Performance
PW: Project Worksheet
QPR: Quarterly Progress Report
QFR: Quarterly Financial Report
R&R: Response & Recovery Bureau
REC: Record of Environmental Consideration
RO: Recovery Officer
RP A - Request for Public Assistance
SCO: State Coordinating Officer

SOW: Scope of Work
SHARE: New Mexico Statewide Human Resources, Accounting, and Management Reporting System
SIBD: State Infrastructure Branch Director
SPAGS: State Public Assistance Group Supervisor
SPAO: State Public Assistance Officer
USDHS: United States Department of Homeland Security
USFS: US Forest Service
VFO: Virtual Field Office

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View Event: Award:AWD000540: DR-4652-0026-NM Hazard Mitigation Assistance Grant 03/19/2026 for $3,537,705.69

For	AWD000540: DR-4652-0026-NM Hazard Mitigation Assistance Grant 03/19/2026 (version 0)
Overall Process	Award:AWD000540: DR-4652-0026-NM Hazard Mitigation Assistance Grant 03/19/2026 for $3,537,705.69
Overall Status	In Progress
Due Date	06/02/2026
Calendars In Use	Consecutive Days (No Calendars Selected)

Details

Award	AWD000540: DR-4652-0026-NM Hazard Mitigation Assistance Grant 03/19/2026 (version 0)
Award Number	AWD000540
Award Status	Approval In Process
Version	0
Version Status	History

Award

Company	Doña Ana County
Description	Fire Station Generators
Name	DR-4652-0026-NM Hazard Mitigation Assistance Grant: Fire Station Generators
Award Lifecycle Status	Open
Sponsor Award Reference Number	DR-4652-0026-NM
Award Date	03/19/2026
Award Signed Date	
Award Type	Sub-Award
Purpose Code	Office of Emergency Management
Institutional Id	
Spend Restriction Default	
Award Group	Abraham Palma
Award Contract Owner	Julie Powers

Sponsor

Is Subaward	Yes
Prime Sponsor	US DEPARTMENT OF HOMELAND SECURITY (FEMA)
Sponsor	STATE OF NEW MEXICO DEPARTMENT OF HOMELAND SECURITY/EMERGENCY MANAGEMENT
Bill-To Sponsor	STATE OF NEW MEXICO DEPARTMENT OF HOMELAND SECURITY/EMERGENCY MANAGEMENT
Letter of Credit	
Document ID	
Award Billing Sequence Active	No

Award Amounts

Currency	USD
Zero Amount Award	
Sponsor Direct Cost	2,653,279.27
Sponsor Facilities And Administration	0.00
Sponsor Total	2,653,279.27
Cost Share Total	884,426.42
Award Total	3,537,705.69
Entered Line Amount	2,653,279.27
Authorized Amount	2,653,279.27
Billing Limit Override	0.00
Billed To Date	0.00
Cost Share Required by Sponsor	Yes
Anticipated Sponsor Direct Cost	0.00
Anticipated Facilities And Administration	0.00
Anticipated Sponsor Total	0.00

Award Calendar

Award Schedule	DR-4652-0026-NM Hazard Mitigation Assistance Grant: Fire Station Generators
Start Date	03/19/2026
End Date	05/14/2028
Contract Start Date	03/19/2026
Contract End Date	05/14/2028

Proposal

Federal Award Id Number	DR-4652-0026-NM
Assistance Listing	97.039 - Hazard Mitigation Grant Program - Post Fire
Assistance Listing Description	Hazard Mitigation Grant Program - Post Fire
Proposal ID	
Proposal Version	
Related Proposals	

Award Line Summary

Line	Line Number	Grant	Revenue Category	Line Type	Line Status	Line Amount	Billing Schedule	Scheduled, In Progress, and Ready To Bill Amount	Cost Reimbursable Spend Outside Award Line Dates	Cost Reimbursable Scheduled, In Progress, and Ready To Bill Amount	Billed Amount	Non-Billed Amount
AWD000540 RC-032 Grant Revenues (Line 1)	1	GR000696 FY26- DR-4652-0026 Hazard Mitigation Assistance Grant - Fire Station Generators - Grant	RC-032 Grant Revenues	Cost Reimbursable	Draft	2,653,279.27	BILLING_SCHEDULE-3-1198		0.00	0.00	0.00	0.00
AWD000540 RC-032 Grant Revenues (Line 2)	2	GR000697 FY26- DR-4652-0026 Hazard Mitigation Assistance Grant - Fire Station Generators - Match	RC-032 Grant Revenues	Fixed Amount	Draft	0.00		0.00			0.00	0.00

Award Lines

Award Line AWD000540 RC-032 Grant Revenues (Line 1)
Line Number 1
Billed Amount 0.00
Line Status Draft

Line Item Details

Company Doña Ana County
Line Type Cost Reimbursable
Primary Yes
Grant GR000696 FY26- DR-4652-0026 Hazard Mitigation Assistance Grant - Fire Station Generators - Grant

Line Amount 2,653,279.27
Revenue Category RC-032 Grant Revenues
Award Line Lifecycle Status Open
Spend Restriction
Line Item Description
Deferred Revenue No
Line Assistance Listing 97.039 - Hazard Mitigation Grant Program - Post Fire
Line Assistance Listing Description Hazard Mitigation Grant Program - Post Fire

Facilities And Administration

Current Rate	0.00%
Rate Agreement	0% Rate Agreement (01/01/2020)
Basis Type	Total Direct Costs
Object Class Set	Standard Object Class
Cost Rate Type	0%
Exception	
Revenue Allocation Profile	No Allocation
Basis Limit	

Additional Information

From Date	
To Date	
Memo	
Cost Center	CC-009 Office of Emergency Management
***Fund**	F-027 Civil Preparedness - State
Project	
Program	
Subrecipient	
Line Federal Award Id Number	

Award Lines

Award Line	AWD000540 RC-032 Grant Revenues (Line 2)
Line Number	2
Billed Amount	0.00
Line Status	Draft

Line Item Details

Company	Doña Ana County
Line Type	Fixed Amount
Primary	
Grant	GR000697 FY26- DR-4652-0026 Hazard Mitigation Assistance Grant - Fire Station Generators - Match

Line Amount	0.00
Revenue Category	RC-032 Grant Revenues
Award Line Lifecycle Status	Open
Spend Restriction	

	Line Item Description
	Deferred Revenue
No	**Line Assistance Listing**
	Line Assistance Listing Description

Facilities And Administration

Current Rate	0.00%
Rate Agreement	0% Rate Agreement (01/01/2020)
Basis Type	Total Direct Costs
Object Class Set	Standard Object Class
Cost Rate Type	0%
Exception	
Revenue Allocation Profile	No Allocation
Basis Limit	

Additional Information

From Date	
To Date	
Memo	
Cost Center	CC-009 Office of Emergency Management
***Fund**	F-027 Civil Preparedness - State
Project	
Program	
Subrecipient	
Line Federal Award Id Number	

Schedules

Billing Schedule	Type	Schedule Status	Used By Lines	Scheduled Installment Amount	Installment Amount Completed	Schedule Type
BILLING_SCHEDULE-3-1198	Billing	Approved	AWD000540 RC-032 Grant Revenues (Line 1)	0.00	0.00	Standard

Assigned Roles

Assignable Role	Rolee Details
	Assigned To
Lead Principal Investigator	

Special Conditions

Special Condition Type	Comment

Committed Effort

Person	Responsibility	Key Personnel	Committed Effort							
			Plan Period	From Date	To Date	Months	Annual Committed Effort	Cost Share Rate	Annual Effort - Sponsor	Annual Effort - Cost Share

Attachments

Attachment
DR-4652-0026-NM Co DonaAna_SGA.pdf

Plan

Award Budget Defaults

Default Plan Structure Award Life to Date Budget
Default Entry Type Award Life To Date
Default Balanced Amendment No

Details

Plan Template Award Life to Date Budget : AWD000540: DR-4652-0026-NM Hazard Mitigation Assistance Grant 03/19/2026 (version 0)
Plan AWD000540: DR-4652-0026-NM Hazard Mitigation Assistance Grant 03/19/2026 (version 0)
Budget Check Enabled No

Plan Information

Company Doña Ana County
Plan Structure Award Life to Date Budget
Years 1
Entry Type Award Life To Date
Currency USD

AWD000540: DR-4652-0026-NM Hazard Mitigation Assistance Grant 03/19/2026 (version 0)

Award Amount	Budget Period
2,653,279.27	2,653,279.27

Plan Lines

*Grant	*Cost Center	*Fund	Spend Category	Budget Period
				Amount
GR000696 FY26- DR-4652-0026 Hazard Mitigation Assistance Grant - Fire Station Generators - Grant	CC-009 Office of Emergency Management	F-027 Civil Preparedness - State	SC-035 Capital Outlay - Architectural Services [T]	7,560.00
GR000696 FY26- DR-4652-0026 Hazard Mitigation Assistance Grant - Fire Station Generators - Grant	CC-009 Office of Emergency Management	F-027 Civil Preparedness - State	SC-032 Capital Outlay - Construction [T]	1,191,619.27
GR000696 FY26- DR-4652-0026 Hazard Mitigation Assistance Grant - Fire Station Generators - Grant	CC-009 Office of Emergency Management	F-027 Civil Preparedness - State	SC-033 Capital Outlay - Equipment [T]	1,454,100.00

Subtotals

Budget Period 2,653,279.27

Process

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Award Event	Award Event	Step Completed	05/29/2026 03:33:11 PM	06/02/2026	Julie Powers	1	
Award Billing Schedule Event	Award Billing Schedule Event	Step Completed	05/29/2026 03:42:08 PM		Julie Powers (Initiator)	1	
Award Budget Hub Event	Award Budget Hub Event	Step Completed	05/29/2026 03:53:18 PM		Julie Powers (Initiator)	1	
Plan Event	Plan Event	Approved	05/29/2026 03:53:53 PM		Julie Powers (Initiator)	1	
Plan Event	Approval by Budget Manager	Not Required				0	
Award Event	Review Award	Awaiting Action		06/02/2026	Abraham Palma (Grant Accountant)	6	
					Daniel Silva (Grant Accountant)		
					Dawn Ybarra (Grant Accountant)		
					Krystle Martinez [C] (Grant Accountant)		
					Matthew Adam (Grant Accountant)		

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

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

Facilities and Parks	June 23, 2026
Initiating Department	**Meeting Date**
Justin Weaver, Project Manager	16
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

USE CES CONTRACT # 2026-03-R1137-ALL WITH GLOBAL MAVEN FOR A CHANGE ORDER IN THE AMOUNT OF $178,903.42 FOR ASPHALT PAVING AT THE TRANSITIONAL LIVING MODULAR BUILDING.

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

Approve a change order in the amount of $178,903.42 for the Transitional Living Modular Building to allow for asphalt paving to the parking lot, pond areas for rainwater, and relocation of the dumpster area.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Proposal

SUMMARY OF FINANCIAL IMPACT

$178,903.42 out of the matching funds for Transitional Living

ADMINISTRATIVE REVIEW AND APPROVAL

Haley Mendes, Administrative Assistant	Created/Initiated - 5/29/2026
Justin Weaver, Project Manager	Approved - 6/2/2026
Asma Dawood, Finance Director	Approved - 6/2/2026
Michael Perez, Purchasing Manager	Approved - 6/17/2026
Stephen Lopez, Assistant County Manager	Final Approval - 6/18/2026

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County
BOCC Agenda Item Executive Summary

Meeting Date:	June 23, 2026
Agenda Item Title:	Approve a change order in the amount of $178,903.42 for the Transitional Living Modular Building
Type of Action:	Approval
Fiscal Impact:	$178,903.42 from the matching funds authorized for FY26

Overview:

A change order for the Transitional Living Modular Building that is currently being constructed is being requested in the amount of $178,903.42, that includes tax. Funding for this change order is through DAC Commitment/HHS F-001/CC-018/SC-032. The change order is for the asphalt paving to the parking lot and for engineering of ponds and dumpster relocation.

The placement of asphalt will decrease wear and tear from traffic and weather exposure. The pond areas will assist in providing an area for rainwater. The ponds placement requires the dumpster area to be relocated.

Additionally, approval is requested to authorize the County Manager to provide signature authority for the execution of all related contracts, amendments, and renewals associated with the project.

What Will BOCC Action Mean:

- **Vote "YES" =** This will approve the change order
- **Vote "NO" =** This will reject the change order
- **Vote to "Amend" =** The BOCC will change the resolution (if the amendment is approved)
- **Vote to "Table" =** The Resolution will not proceed, and will either be schedule for a future meeting ("tabled to a date certain") or will not be heard until the BOCC takes future action to bring it back ("tabled indefinitely")

Price Proposal - Cooperative Educational Services JOC for General Construction 2023-05-R1218-ALL

This proposal was prepared exclusively for Cooperative Educational Services

Job Number:	416
Job Name:	DAC Modular Building Addition
Contractor:	Grass Masters LLC
Certified Proposal Number:	416
Date Created:	09/04/2025
Last Update:	06/05/2026
Proposal Value:	$1,797,198.31
Construction Procurement Catalog:	Year 2025 Quarter 3 - LAS CRUCES, NM

Summary By Division

Division	Line Total
01 General Requirements	$44,260.32
01 General Requirements	$260,555.27
02 Existing Conditions	$33,619.22
03 Concrete	$186,406.14
04 Masonry	$163,400.27
05 Metals	$49,828.80
07 Thermal and Moisture Protection	$12,230.14
08 Openings	$7,117.54
11 Equipment	$11,957.42
11 Equipment	$20,175.81
12 Furnishings	$3,187.86
22 Plumbing	$40,952.02
26 Electrical	$277,621.36
31 Earthwork	$273,089.95
32 Exterior Improvements	$315,008.34
32 Exterior Improvements	$48,534.05
33 Utilities	$49,253.80

Non-Prepriced Items

Item Name	Division	QTY	Unit Price	Factor	Line Total
State Tax	01 General Requirements	1.000000	$139,113.33	1.0000	$139,113.33
Bond	01 General Requirements	1.000000	$40,441.10	1.0000	$40,441.10
Engineering & Surveying	01 General Requirements	1.000000	$68,355.14	1.1850	$81,000.84
Outdoor Cooking Grill	11 Equipment	2.000000	$1,013.00	1.1850	$2,400.81
Relocation of modular building	11 Equipment	2.000000	$7,500.00	1.1850	$17,775.00
3/8" Golden Brown, exclude delivery and spread	32 Exterior Improvements	136.000000	$62.00	1.1850	$9,991.92
2"-4", 3/4" Mixed Hueco Mountain rock, exclude delivery and spread	32 Exterior Improvements	25.000000	$61.00	1.1850	$1,807.13
3/8" Hueco Mountain, exclude delivery and spreading of gravel	32 Exterior Improvements	500.000000	$62.00	1.1850	$36,735.00

Detailed Price Proposal

Sr.#	Division	Line Item #	Mod	UOM	Description	Line Total
1	General Requirements	015436501300		Ea.	Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer Equipment hauled on 3-ton capacity towed trailer	$1,621.79

QTY	Unit Price	Factor	Total
6.000000	$228.10	1.1850	$1,621.79

2		015436501400		Ea.	Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer 20-ton capacity	$5,754.30

QTY	Unit Price	Factor	Total
9.000000	$539.55	1.1850	$5,754.30

3		013114200050		Ea.	Multi-pole circuit breaker lock out device (15 to 225 Amp) Multi-pole circuit breaker lock out device (15 to 225 Amp)	$226.70

QTY	Unit Price	Factor	Total
7.000000	$27.33	1.1850	$226.70

4		013114200090		Ea.	Lock out disconnect switch, 30 to 100 Amp Lock out disconnect switch, 30 to 100 Amp	$67.97

QTY	Unit Price	Factor	Total
4.000000	$14.34	1.1850	$67.97

5		014523500250		Ea.	Asphalt testing, extraction, individual tests on sample Extraction, individual tests on sample	$1,957.62

QTY	Unit Price	Factor	Total
7.000000	$236.00	1.1850	$1,957.62

6	014523500300	Ea.	Asphalt testing, penetration Penetration	$754.85

QTY	Unit Price	Factor	Total
7.000000	$91.00	1.1850	$754.85

7	014523500360	Ea.	Asphalt testing, mix design, additional specimens Additional specimen	$85.32

QTY	Unit Price	Factor	Total
2.000000	$36.00	1.1850	$85.32

8	014523500450	Ea.	Asphalt testing, water effect and cohesion, set of 6 samples Water effect and cohesion, set of 6	$1,509.69

QTY	Unit Price	Factor	Total
7.000000	$182.00	1.1850	$1,509.69

9	014523500600	Ea.	Concrete testing, aggregates, abrasion, ASTM C 131 Concrete testing, aggregates, abrasion, ASTM C 131	$971.70

QTY	Unit Price	Factor	Total
4.000000	$205.00	1.1850	$971.70

10	014523500800	Ea.	Concrete testing, aggregates, petrographic analysis, ASTM C 295 Petrographic analysis, ASTM C 295	$4,313.40

QTY	Unit Price	Factor	Total
4.000000	$910.00	1.1850	$4,313.40

11	014523501000	Ea.	Concrete testing, aggregates, sieve analysis, washed, ASTM C 136 Sieve analysis, washed, ASTM C 136	$616.20

QTY	Unit Price	Factor	Total
4.000000	$130.00	1.1850	$616.20

12	014523501500	Ea.	Concrete testing, cement, physical tests, ASTM C 150 Cement, physical tests, ASTM C 150	$2,275.20

QTY	Unit Price	Factor	Total
6.000000	$320.00	1.1850	$2,275.20

13	014523502400	Ea.	Concrete testing, drying shrinkage at 28 days Drying shrinkage at 28 days	$1,677.96

QTY	Unit Price	Factor	Total
6.000000	$236.00	1.1850	$1,677.96

14	014523502900	Ea.	Concrete testing, tensile test, cylinders, ASTM C 496 Tensile test, cylinders, ASTM C 496	$246.48

QTY	Unit Price	Factor	Total
4.000000	$52.00	1.1850	$246.48

15	014523503400	Ea.	Masonry testing, compressive strength, per 5 bricks, ASTM C 67 Compressive strength, per 5 brick, ASTM C 67	$450.30

QTY	Unit Price	Factor	Total

				4.000000	$95.00	1.1850	$450.30
16	014523503440	Ea.	Masonry testing, imperviousness, per 5 bricks Imperviousness, per 5 brick				$206.19
				QTY	Unit Price	Factor	Total
				2.000000	$87.00	1.1850	$206.19
17	014523503500	Ea.	Masonry testing, moisture, block only Moisture, block only				$322.32
				QTY	Unit Price	Factor	Total
				4.000000	$68.00	1.1850	$322.32
18	014523503470	Ea.	Masonry testing, modulus of rupture, per 5 bricks Modulus of rupture, per 5 brick				$203.82
				QTY	Unit Price	Factor	Total
				2.000000	$86.00	1.1850	$203.82
19	014523504510	Ea.	Soil testing, hydrometer analysis Hydrometer analysis				$1,836.75
				QTY	Unit Price	Factor	Total
				10.000000	$155.00	1.1850	$1,836.75
20	014523504750	Ea.	Soil testing, moisture content, ASTM D 2216 Moisture content, ASTM D 2216				$213.30
				QTY	Unit Price	Factor	Total
				10.000000	$18.00	1.1850	$213.30
21	014523504950	Ea.	Soil testing, proctor compaction, 6" modified mold 6" modified mold				$1,303.50
				QTY	Unit Price	Factor	Total
				10.000000	$110.00	1.1850	$1,303.50
22	014523504850	Ea.	Soil testing, permeability, recompacted Recompacted				$2,962.50
				QTY	Unit Price	Factor	Total
				10.000000	$250.00	1.1850	$2,962.50
23	015113800700	Month	Temporary utilities, temporary construction water bill per month, average Temporary construction water bill per month, average				$910.22
				QTY	Unit Price	Factor	Total
				6.000000	$128.02	1.1850	$910.22
24	015436501500	Ea.	Mobilization or demobilization, delivery charge for equipment, hauled on 40-ton capacity towed trailer 40-ton capacity				$3,117.12
				QTY	Unit Price	Factor	Total
				4.000000	$657.62	1.1850	$3,117.12

25	015436501200	Ea.	Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck Small equipment, placed in rear of, or towed by pickup truck	$1,446.49

QTY	Unit Price	Factor	Total
9.000000	$135.63	1.1850	$1,446.49

26	015423805310	Ea.	Staging aid/fall protection equipment, installation (setup and removal) of aluminum scaffolding plank, 20" W x 24' L Aluminum scaffold plank, 20" x 24'	$162.58

QTY	Unit Price	Factor	Total
8.000000	$17.15	1.1850	$162.58

27	015423705700	Ea.	Scaffolding, planks, labor only to install & remove, 2"x10"x16', up to 50' high Planks, 2" x 10" x 16'-0", labor only to erect & remove to 50' H	$409.82

QTY	Unit Price	Factor	Total
24.000000	$14.41	1.1850	$409.82

28	015423702940	Ea.	Scaffolding, steel tubular, regular, accessory, walk-thru frame guardrail, rent/mo Walk-thru frame guardrail	$120.87

QTY	Unit Price	Factor	Total
8.000000	$12.75	1.1850	$120.87

29	015423702600	Ea.	Scaffolding, steel tubular, regular, accessory, guardrail section, rent/mo, 7' long Guardrail 7' section	$48.87

QTY	Unit Price	Factor	Total
4.000000	$10.31	1.1850	$48.87

30	015423702550	Ea.	Scaffolding, steel tubular, regular, accessory, guardrail post, rent/mo Guardrail post	$151.30

QTY	Unit Price	Factor	Total
32.000000	$3.99	1.1850	$151.30

31	015423701650	Ea.	Scaffolding, steel tubular, regular, accessory, screw jack & plate, buy Screw jacks & plates	$330.28

QTY	Unit Price	Factor	Total
16.000000	$17.42	1.1850	$330.28

32	017123131100	Day	Boundary & survey markers, crew for building layout, 2 person crew Crew for layout of building, trenching or pipe laying, 2 person crew	$1,691.47

QTY	Unit Price	Factor	Total
2.000000	$713.70	1.1850	$1,691.47

33	015626500100	L.F.	Temporary fencing, chain link, 6' high, 11 ga 6' high	$448.64

QTY	Unit Price	Factor	Total
60.000000	$6.31	1.1850	$448.64

34		015623100850	Ea.	Barricades, traffic cones, PVC, 28" high 28" high	$497.94

QTY	Unit Price	Factor	Total
22.000000	$19.10	1.1850	$497.94

35		015623100500	Ea.	Barricades, plastic, 24" wide, foldable Barricades, plastic, 8" x 24" wide, foldable	$1,271.41

QTY	Unit Price	Factor	Total
6.000000	$178.82	1.1850	$1,271.41

36		015623100020	L.F.	Barricades, wood, fixed, 3 rail, 5' high, 3 rail @ 2" x 8" 5' high, 3 rail @ 2" x 8", fixed	$4,075.45

QTY	Unit Price	Factor	Total
80.000000	$42.99	1.1850	$4,075.45

37	General Requirements	Non-Prepriced	EA	State Tax	$139,113.33

QTY	Unit Price	Factor	Total
1.000000	$139,113.33	1.0000	$139,113.33

38		Non-Prepriced	EA	Bond	$40,441.10

QTY	Unit Price	Factor	Total
1.000000	$40,441.10	1.0000	$40,441.10

39		Non-Prepriced	EA	Engineering & Surveying	$81,000.84

QTY	Unit Price	Factor	Total
1.000000	$68,355.14	1.1850	$81,000.84

40	Existing Conditions	024119252000	L.F.	Selective demolition, saw cutting, brick or masonry, per inch of depth, w/hand held saw Brick or masonry w/hand held saw, per inch of depth	$2,305.54

QTY	Unit Price	Factor	Total
640.000000	$3.04	1.1850	$2,305.54

41		024119200100	Ton	Selective demolition, dump charges, typical urban city, building construction materials, includes tipping fees only Building construction materials	$13,036.00

QTY	Unit Price	Factor	Total
148.660000	$74.00	1.1850	$13,036.00

42		024113175050	S.Y.	Demolish, remove pavement & curb, remove bituminous pavement, 4" to 6" thick, excludes hauling and disposal fees 4"-6" thick	$1,262.88

QTY	Unit Price	Factor	Total
166.000000	$6.42	1.1850	$1,262.88

43		022113130600	Ea.	Boundary & survey markers, monuments, 3' long Monuments, 3' long	$754.94

				QTY	Unit Price	Factor	Total	
				4.000000	$159.27	1.1850	$754.94	
44		024119180300	C.Y.	Selective demolition, disposal only, urban buildings with salvage value allowed, concrete frame, includes loading and 5 mile haul to dump Concrete frame				$16,259.86
				QTY	Unit Price	Factor	Total	
				1134.000000	$12.10	1.1850	$16,259.86	
45	Concrete	031516200160	L.F.	Control joint, concrete floor slab, sawcut in green concrete, 2" depth 2" depth				$368.89
				QTY	Unit Price	Factor	Total	
				566.000000	$.55	1.1850	$368.89	
46		031516200200	L.F.	Control joint, air blast joint to blow out debris and air dry, 2 passes Air blast joint to blow out debris and air dry, 2 passes				$120.73
				QTY	Unit Price	Factor	Total	
				566.000000	$.18	1.1850	$120.73	
47		030513300250	Bag	Cement, portland, type I/II, 94 lb. Bags, less than truckload or less than carload lots, includes material only L.T.L./L.C.L. lots				$5,352.76
				QTY	Unit Price	Factor	Total	
				210.000000	$21.51	1.1850	$5,352.76	
48		031113054100	M.B.F.	C.I.P. concrete forms, wood, lumber framing, buy, includes material only, average Lumber, framing, average				$5,477.54
				QTY	Unit Price	Factor	Total	
				4.500000	$1,027.20	1.1850	$5,477.54	
49		031113251600	L.F.	C.I.P. concrete forms, column, round fiber tube, recycled paper, 12" diameter, 1 use, includes erecting, bracing and stripping 12" diameter				$5,194.28
				QTY	Unit Price	Factor	Total	
				288.000000	$15.22	1.1850	$5,194.28	
50		031113655050	L.F.	C.I.P. concrete forms, slab on grade, screed, wood, 2" x 4", includes stakes, erecting, bracing, stripping and cleaning 2" x 4"				$8,848.40
				QTY	Unit Price	Factor	Total	
				2620.000000	$2.85	1.1850	$8,848.40	
51		031113654000	L.F.	C.I.P. concrete forms, slab on grade, slab blockouts, wood, to 12" high, 1 use, includes erecting, bracing, stripping and cleaning For slab blockouts, to 12" high, 1 use				$603.92
				QTY	Unit Price	Factor	Total	
				62.000000	$8.22	1.1850	$603.92	
52		031113550020	SFCA	C.I.P. concrete forms, mat foundation, plywood, 1 use, includes erecting, bracing, stripping and cleaning Job-built plywood, 1 use				$1,930.07

	QTY	Unit Price	Factor	Total
	125.000000	$13.03	1.1850	$1,930.07

53	031505308600	Cwt.	Tie wire, for reinforcing steel, 16 gauge, black annealed 16 gauge	$626.37

QTY	Unit Price	Factor	Total
2.000000	$264.29	1.1850	$626.37

54	031516300350	L.F.	Expansion joint, poured asphalt, plain, 1" x 2" 1" x 2"	$1,282.47

QTY	Unit Price	Factor	Total
185.000000	$5.85	1.1850	$1,282.47

55	031516304100	L.F.	Expansion joint, rod, 3/8" polyethylene/rubberized asphalt sealer, 1/4" x 3/4" Rod, 3/8" polyethylene/rubberized asphalt sealer, 1/4" x 3/4"	$199.08

QTY	Unit Price	Factor	Total
120.000000	$1.40	1.1850	$199.08

56	031519059100	Ea.	Anchor bolt template, wood, 8" bolt spacing Wood, 8" bolt spacing	$311.49

QTY	Unit Price	Factor	Total
6.000000	$43.81	1.1850	$311.49

57	031519100110	Set	Anchor bolt, J-type, 2-bolt set, plain steel, 1/2" dia x 12" L, incl nut & washer, job-built 2-hole template 12" long	$130.97

QTY	Unit Price	Factor	Total
4.000000	$27.63	1.1850	$130.97

58	032105101202	C	High chairs, for reinforcing steel, individual (HC), galvanized, 3" high, includes material only Galvanized	$780.35

QTY	Unit Price	Factor	Total
4.000000	$164.63	1.1850	$780.35

59	032111600100	Ton	Reinforcing steel, in place, beams and girders, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories Beams & Girders, #3 to #7	$4,968.26

QTY	Unit Price	Factor	Total
1.350000	$3,105.65	1.1850	$4,968.26

60	033053400720	C.Y.	Structural concrete, in place, column (4000 psi), square, up to 2% reinforcing by area, 12" x 12", includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing Up to 2% reinforcing by area	$19,114.89

QTY	Unit Price	Factor	Total
8.750000	$1,843.51	1.1850	$19,114.89

61	033053404700	C.Y.	Structural concrete, in place, slab on grade (3500 psi), 6" thick, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), and placing, excludes finishing 6" thick	$20,493.69

QTY	Unit Price	Factor	Total
75.000000	$230.59	1.1850	$20,493.69

62	033113250130	C.F.	Concrete, hand mix, for small quantities or remote areas, 3000 psi, using gas powered cement mixer, includes local bulk aggregate & sand, bagged Portland cement (Type I) and water, excludes, forms, reinforcing, placing & finishing 3000 psi	$46,387.77

QTY	Unit Price	Factor	Total
4924.000000	$7.95	1.1850	$46,387.77

63	033113250340	C.F.	Concrete, hand mix, for small quantities or remote areas, 4000 psi, using wheelbarrow, includes bagged pre-mixed dry ingredients (80-Lb bag = 0.6 C.F.) and water, excludes, forms, reinforcing, placing & finishing 4000 psi	$1,758.66

QTY	Unit Price	Factor	Total
85.000000	$17.46	1.1850	$1,758.66

64	033113350460	C.Y.	Structural concrete, ready mix, heavyweight, high early, 3000 psi, includes local aggregate, sand, Portland cement (Type III) and water, delivered, excludes all additives and treatments 3000 psi	$40,352.66

QTY	Unit Price	Factor	Total
186.000000	$183.08	1.1850	$40,352.66

65	033113351430	C.Y.	Structural concrete, ready mix, for retarder, add For retarder, add	$1,154.95

QTY	Unit Price	Factor	Total
186.000000	$5.24	1.1850	$1,154.95

66	033113351510	Hr.	Structural concrete, ready mix, for truck holding/waiting time past 1st free hour per load, add For truck holding/waiting time past 1st hour per load, add	$2,125.89

QTY	Unit Price	Factor	Total
13.000000	$138.00	1.1850	$2,125.89

67	033113351520	Ea.	Structural concrete, ready mix, for short load (less than 4 C.Y.), add per load For short load (less than 4 C.Y.), add per load	$681.38

QTY	Unit Price	Factor	Total
5.000000	$115.00	1.1850	$681.38

68	033113702000	C.Y.	Structural concrete, placing, continuous footing, shallow, with crane and bucket, includes leveling (strike off) & consolidation, excludes material With crane and bucket	$4,277.95

QTY	Unit Price	Factor	Total
72.550000	$49.76	1.1850	$4,277.95

69	033113705610	C.Y.	Structural concrete, placing, by walking cart, 50' haul, excludes material, add to placing costs above Walking cart, 50' haul, add	$693.65

QTY	Unit Price	Factor	Total
54.000000	$10.84	1.1850	$693.65

70		033513300200	S.F.	Concrete finishing, fresh concrete flatwork, floors, basic finishing for unspecified flatwork, bull float, manual float & manual steel trowel, excl placing, striking off & consolidating Bull float, manual float & manual steel trowel	$8,222.57

QTY	Unit Price	Factor	Total
10842.000000	$.64	1.1850	$8,222.57

71		033923130820	Gal.	Concrete surface treatment, curing compound, water based, 250 S.F. per gallon, 5 gallon lots, includes material only 5 gallon lots	$1,392.73

QTY	Unit Price	Factor	Total
35.000000	$33.58	1.1850	$1,392.73

72		033923130300	C.S.F.	Concrete surface treatment, curing, sprayed membrane compound Sprayed membrane curing compound	$3,240.41

QTY	Unit Price	Factor	Total
137.000000	$19.96	1.1850	$3,240.41

73		038216100250	Ea.	Concrete impact drilling, for anchors, 3/8" dia, in concrete or brick walls and floors, includes bit cost, layout and set up time, excl anchor, for each additional inch of depth in same hole, add For each additional inch of depth in same hole, add	$62.71

QTY	Unit Price	Factor	Total
54.000000	$.98	1.1850	$62.71

74		038216100300	Ea.	Concrete impact drilling, for anchors, up to 4" D, 1/2" dia, in concrete or brick walls and floors, includes bit cost, layout and set up time, excl anchor 1/2" diameter	$250.65

QTY	Unit Price	Factor	Total
32.000000	$6.61	1.1850	$250.65

75	Masonry	040120400050	L.F.	Sawing masonry, brick or block, by hand, per inch depth Brick or block by hand, per inch depth	$895.86

QTY	Unit Price	Factor	Total
280.000000	$2.70	1.1850	$895.86

76		040120520220	S.F.	Cleaning masonry, new construction, medium construction dust, by chemical, brush and rinse, excludes scaffolding Medium construction dust	$597.24

QTY	Unit Price	Factor	Total
672.000000	$.75	1.1850	$597.24

77		040513950100	Ton	Sand, for mortar, screened and washed, at the pit, includes 30 mile haul per ton With 30 mile haul per ton	$6,524.85

QTY	Unit Price	Factor	Total
95.000000	$57.96	1.1850	$6,524.85

78		040513950300	C.Y.	Sand, for mortar, screened and washed, at the pit, includes 30 mile haul per cy With 30 mile haul per cy	$381.57

QTY	Unit Price	Factor	Total
4.000000	$80.50	1.1850	$381.57

79		040516302000	C.F.	Grout, for bond beams, lintels and concrete masonry unit (CMU) cores, C476, includes material only Grout, C476, for bond beams, lintels and CMU cores	$305.16

QTY	Unit Price	Factor	Total
24.000000	$10.73	1.1850	$305.16

80		040519260050	Lb.	Masonry reinforcing bars, #3 and #4 reinforcing steel bars, placed vertically, ASTM A615 Placed vertical, #3 & #4 bars	$912.39

QTY	Unit Price	Factor	Total
435.000000	$1.77	1.1850	$912.39

81		042210143150	S.F.	Concrete block, back-up, lightweight, tooled joint one side, 2000 psi, 8" x 8" x 16", includes mortar and horizontal joint reinforcing every other course, excludes scaffolding, vertical reinforcing and grout 8" thick	$11,461.05

QTY	Unit Price	Factor	Total
1483.400000	$6.52	1.1850	$11,461.05

82		042210162100	L.F.	Concrete block, bond beam, normal weight, 2000 psi, 8" x 8" x 16", includes mortar, grout and 2-#5 horizontal reinforcing bars, excludes scaffolding and vertical reinforcing Regular block, 8" high, 8" thick	$2,498.45

QTY	Unit Price	Factor	Total
168.000000	$12.55	1.1850	$2,498.45

83		042210261150	S.F.	Concrete block, foundation wall, trowel cut joints, normal weight, hollow, 2000 psi, 8" x 8" x 16", includes mortar, vertical reinforcing and horizontal joint reinforcing every other course, excludes scaffolding 8" thick	$1,546.43

QTY	Unit Price	Factor	Total
145.000000	$9.00	1.1850	$1,546.43

84		044110100600	C.F.	Rubble stone, wall, up to 18" thick, in mortar bed Rubble stone walls, in mortar bed, up to 18" thick	$138,277.27

QTY	Unit Price	Factor	Total
2403.000000	$48.56	1.1850	$138,277.27

85	Metals	050521900300	Hr.	Welding structural steel in field, cost per welder, 1/8" dia, type 6011, incl 1 operating engineer With 1 operating engineer	$6,466.31

QTY	Unit Price	Factor	Total
40.000000	$136.42	1.1850	$6,466.31

86		051223050020	Lb.	Canopy framing, structural steel, 6" and 8" members, shop fabricated 6" and 8" members, shop fabricated	$711.71

QTY	Unit Price	Factor	Total
220.000000	$2.73	1.1850	$711.71

87		051223400450	Lb.	Angle framing, structural steel, less than 4", field fabricated, incl cutting & welding Less than 4" angles	$2,042.56

QTY	Unit Price	Factor	Total
266.000000	$6.48	1.1850	$2,042.56

88		051223401380	Lb.	Roof frames, structural steel, 3'-0" square, 5' span, shop fabricated, incl shop primer, fasteners Roof frames, shop fabricated, 3'-0" square, 5' span	$1,653.39

QTY	Unit Price	Factor	Total
419.000000	$3.33	1.1850	$1,653.39

89		051223652220	S.F.	Steel plate, 1/2" T, warehouse price, no shop fabrication, welded in place 1/2" steel plate, welded in place	$332.18

QTY	Unit Price	Factor	Total
8.000000	$35.04	1.1850	$332.18

90		053123503000	S.F.	Metal roof decking, steel, open type B wide rib, galvanized, over 500 Sq, 1-1/2" D, 18 gauge Over 500 squares	$3,846.51

QTY	Unit Price	Factor	Total
600.000000	$5.41	1.1850	$3,846.51

91		055413700020	L.F.	Trench cover, cast iron grating with bar stops and angle frame, to 18" W, field fabricated Cast iron grating with bar stops and angle frame, to 18" wide	$5,490.52

QTY	Unit Price	Factor	Total
15.000000	$308.89	1.1850	$5,490.52

92		057323500500	L.F.	Railing, ornamental, wrought iron, 3'-6" high, posts @ 6' OC, hand-forged, fancy Fancy	$29,285.62

QTY	Unit Price	Factor	Total
80.000000	$308.92	1.1850	$29,285.62

93	Thermal and Moisture Protection	071113100300	S.F.	Bituminous asphalt foundation coating, below grade dampproofing, sprayed on, 1 coat Sprayed on, below grade, 1 coat	$12,230.14

QTY	Unit Price	Factor	Total
16646.440000	$.62	1.1850	$12,230.14

94	Openings	083456101000	Ea.	Security gate, driveway, opener 12 VDC Security gate, driveway, opener 12 VDC	$7,117.54

QTY	Unit Price	Factor	Total
2.000000	$3,003.18	1.1850	$7,117.54

95	Equipment	116613100900	Ea.	Health club equipment, squat racks Squat racks	$1,194.18

QTY	Unit Price	Factor	Total
1.000000	$1,007.75	1.1850	$1,194.18

96		116813100200	Ea.	Playground equipment, bike rack, permanent, 10' long Bike rack, 10' long, permanent	$842.46

QTY	Unit Price	Factor	Total
1.000000	$710.94	1.1850	$842.46

97		116813100392	Ea.	Playground equipment, fitness trail, upper body warm-up station Upper body warm-up station	$5,718.88

					QTY	Unit Price	Factor	Total
					2.000000	$2,413.03	1.1850	$5,718.88
98		116813100398	Ea.	Playground equipment, fitness trail, upper body stretch station Upper body stretch station				$4,201.90
					QTY	Unit Price	Factor	Total
					1.000000	$3,545.91	1.1850	$4,201.90
99	Equipment	Non-Prepriced	EA	Outdoor Cooking Grill				$2,400.81
					QTY	Unit Price	Factor	Total
					2.000000	$1,013.00	1.1850	$2,400.81
100		Non-Prepriced	EA	Relocation of modular building				$17,775.00
					QTY	Unit Price	Factor	Total
					2.000000	$7,500.00	1.1850	$17,775.00
101	Furnishings	129323100510	Ea.	Trash receptacle, recycled plastic, various colors, round, 32 gallon, 31" x 32" high 32 gal., 31" x 32" high				$3,187.86
					QTY	Unit Price	Factor	Total
					2.000000	$1,345.09	1.1850	$3,187.86
102	Plumbing	220523601760	Ea.	Valves, plastic, CPVC, ball, single union, socket or threaded, 1-1/2" 1-1/2"				$664.89
					QTY	Unit Price	Factor	Total
					3.000000	$187.03	1.1850	$664.89
103		220576102100	Ea.	Cleanout, floor type, round scoriated nickel bronze top, extra heavy duty, 4" pipe size 4" pipe size				$2,988.71
					QTY	Unit Price	Factor	Total
					4.000000	$630.53	1.1850	$2,988.71
104		221113440815	L.F.	Pipe, steel, black, threaded, 1" diameter, schedule 40, A-106, grade A/B seamless, includes coupling and clevis hanger assembly sized for covering, 10' OC 1" diameter				$1,512.06
					QTY	Unit Price	Factor	Total
					80.000000	$15.95	1.1850	$1,512.06
105		221113441910	Ea.	Nipple, steel, pipe, standard, black, threaded, 2" long x 1" diam. Pipe nipple std black 2" long, 1" diameter				$535.74
					QTY	Unit Price	Factor	Total
					15.000000	$30.14	1.1850	$535.74
106		221113449128	Ea.	Pipe, steel, cutting pipe labor, one cut, 2" pipe size or less, schedule 40, shop fabrication, machine cut 2" pipe size or less				$174.93
					QTY	Unit Price	Factor	Total

				22.000000	$6.71	1.1850	$174.93
107	221113449020	Ea.	Pipe, steel, threading pipe labor, one end, 1" through 2" pipe size, threading, includes all schedules through 80 1" through 2" pipe size				$146.25
				QTY	**Unit Price**	**Factor**	**Total**
				22.000000	$5.61	1.1850	$146.25
108	221113450663	Ea.	Tee, steel, cast iron, black, reducing on the run and outlet, threaded, standard weight, 1" 1"				$146.49
				QTY	**Unit Price**	**Factor**	**Total**
				2.000000	$61.81	1.1850	$146.49
109	221113450110	Ea.	Elbow, 90 Deg., steel, cast iron, black, straight, threaded, standard weight, 1" 1"				$399.19
				QTY	**Unit Price**	**Factor**	**Total**
				9.000000	$37.43	1.1850	$399.19
110	221113451360	Ea.	Coupling, steel, cast iron, black, straight, threaded, extra heavy weight, 1" 1"				$856.80
				QTY	**Unit Price**	**Factor**	**Total**
				16.000000	$45.19	1.1850	$856.80
111	221113741090	L.F.	Pipe, plastic, PVC, high impact/pressure, 1" diameter, schedule 80, includes couplings 10' OC, and hangers 3 per 10' 1" diameter				$3,060.86
				QTY	**Unit Price**	**Factor**	**Total**
				180.000000	$14.35	1.1850	$3,060.86
112	221113763200	Ea.	Tee, plastic, PVC, white, socket joint, 1", schedule 40 1"				$60.08
				QTY	**Unit Price**	**Factor**	**Total**
				2.000000	$25.35	1.1850	$60.08
113	221113763732	Ea.	Reducer, plastic, PVC, white, insert, socket weld x female/male thread, 1/2", schedule 40 1/2"				$29.53
				QTY	**Unit Price**	**Factor**	**Total**
				2.000000	$12.46	1.1850	$29.53
114	221113765304	Ea.	Wye, plastic, PVC, reducing, socket joint, 2" x 1-1/2" x 1-1/2", type DWV, schedule 40 2" x 1-1/2" x 1-1/2"				$49.65
				QTY	**Unit Price**	**Factor**	**Total**
				1.000000	$41.90	1.1850	$49.65
115	221113769824	Ea.	Pipe cutter, plastic, polypropylene, for 1-1/2" thru 4" sizes For 1-1/2" thru 4"				$696.42
				QTY	**Unit Price**	**Factor**	**Total**
				3.000000	$195.90	1.1850	$696.42

116		221119221020	Ea.	Pressure reducing valve, steam, iron body, pilot operated, 125 lb. flanges, 2" size 2" size	$14,874.95

QTY	Unit Price	Factor	Total
2.000000	$6,276.35	1.1850	$14,874.95

117		221119424180	Ea.	Backflow preventer, reduced pressure principle, corrosion resistant, automatic operation, ball valves, threaded, 2" pipe size, includes valves and four test cocks 2" pipe size	$2,174.00

QTY	Unit Price	Factor	Total
2.000000	$917.30	1.1850	$2,174.00

118		221119382360	Ea.	Water supply meter, domestic/commercial, bronze, threaded/flanged, to 160 GPM, 2" diameter 2" diameter, to 160 GPM	$5,078.65

QTY	Unit Price	Factor	Total
2.000000	$2,142.89	1.1850	$5,078.65

119		224713108660	Ea.	Drinking fountain, floor mounted, pedestal type, enameled iron, heavy duty service, 4 bubblers, for connection to cold water supply 4 bubblers	$7,502.82

QTY	Unit Price	Factor	Total
1.000000	$6,331.49	1.1850	$7,502.82

120	Electrical	260513103600	Ea.	Cable terminations, outdoor systems, 25 kV, 1,000 kcmil 25 kV	$815.40

QTY	Unit Price	Factor	Total
1.000000	$688.10	1.1850	$815.40

121		260519350045	Ea.	Wire connector, screw type, insulated, #12 to #6 #12 to #6	$98.28

QTY	Unit Price	Factor	Total
26.000000	$3.19	1.1850	$98.28

122		260519350300	Ea.	Terminal lugs, solderless, 4/0 4/0	$213.70

QTY	Unit Price	Factor	Total
2.000000	$90.17	1.1850	$213.70

123		260519350850	Ea.	Split bolt connectors, tapped, 2/0 2/0	$440.25

QTY	Unit Price	Factor	Total
6.000000	$61.92	1.1850	$440.25

124		260519355520	Ea.	Crimp 2-way connectors, copper or aluminum, 600 volt, 350 kcmil 350 kcmil	$201.95

QTY	Unit Price	Factor	Total
2.000000	$85.21	1.1850	$201.95

125		260519500100	C.L.F.	Mineral insulated cable, 1 conductor, 600 volt, #12 1 conductor, #12	$2,911.79

QTY	Unit Price	Factor	Total
3.000000	$819.07	1.1850	$2,911.79

126	260519550320	C.L.F.	Non-metallic sheathed cable, copper with ground wire, 600 V, 4 conductor, #12, (Romex) 4 conductor	$2,321.27

QTY	Unit Price	Factor	Total
6.000000	$326.48	1.1850	$2,321.27

127	260519551500	C.L.F.	Underground feeder cable, copper with ground, #12, 2 conductor, type UF #12, 2 conductor	$705.10

QTY	Unit Price	Factor	Total
3.000000	$198.34	1.1850	$705.10

128	260519550900	C.L.F.	Service entrance cable, aluminum, 3 RHW and 1 bare neutral, 600 V, 3 #4/0 & 1 #2/0, type SER 3 #4/0 & 1 #2/0	$4,910.81

QTY	Unit Price	Factor	Total
3.000000	$1,381.38	1.1850	$4,910.81

129	260519554620	C.L.F.	Service entrance cable, copper, 600 V, 2 conductor, 4/0 + 4/0 neutral, type SEU 4/0 + 4/0 neutral	$16,158.65

QTY	Unit Price	Factor	Total
3.000000	$4,545.33	1.1850	$16,158.65

130	260519556800	Ea.	Service entrance cap, for copper SEU, 200 amp 200 amp	$401.43

QTY	Unit Price	Factor	Total
4.000000	$84.69	1.1850	$401.43

131	260519700300	L.F.	Portable cord, type SO, 600 volt, 4 conductor, #12, in tray or exposed 4 conductor	$655.68

QTY	Unit Price	Factor	Total
318.000000	$1.74	1.1850	$655.68

132	260519900100	C.L.F.	Wire, copper, stranded, 600 volt, #12, type THW, normal installation conditions in wireway, conduit, cable tray #12	$155.33

QTY	Unit Price	Factor	Total
2.000000	$65.54	1.1850	$155.33

133	260526800050	Ea.	Grounding rod, copper clad, 8' long, 3/4" diameter 3/4" diameter	$838.09

QTY	Unit Price	Factor	Total
5.000000	$141.45	1.1850	$838.09

134	260526800170	Ea.	Grounding coupling, bronze, 3/4" diameter 3/4" diameter	$145.93

QTY	Unit Price	Factor	Total
5.000000	$24.63	1.1850	$145.93

135	260526800220	Ea.	Grounding drive studs, 3/4" diameter 3/4" diameter	$235.93

QTY	Unit Price	Factor	Total
5.000000	$39.82	1.1850	$235.93

136	260526800260	C.L.F.	Ground wire, ground bare armored, #8-1 conductor Wire ground bare armored, #8-1 conductor	$368.88

QTY	Unit Price	Factor	Total
1.000000	$311.29	1.1850	$368.88

137	260526805330	Ea.	Protective boxes at grade level, round, concrete, 12" long, incl breather slots Concrete	$1,053.47

QTY	Unit Price	Factor	Total
5.000000	$177.80	1.1850	$1,053.47

138	260529200200	Ea.	Strap, steel, 2 holes, rigid steel conduit, 1" diameter 1" diameter	$42.23

QTY	Unit Price	Factor	Total
27.000000	$1.32	1.1850	$42.23

139	260529201500	Ea.	Hanger, steel, 1" diameter, incl bolt 1" diameter	$48.35

QTY	Unit Price	Factor	Total
10.000000	$4.08	1.1850	$48.35

140	260529202000	Ea.	Riser clamps, steel, conduit, 1" diameter 1" diameter	$211.11

QTY	Unit Price	Factor	Total
7.000000	$25.45	1.1850	$211.11

141	260529202200	Ea.	Riser clamps, steel, conduit, 2" diameter 2" diameter	$313.41

QTY	Unit Price	Factor	Total
8.000000	$33.06	1.1850	$313.41

142	260529204110	L.F.	Hangers, channel, steel, 16 gauge, 1-5/8" x 13/16" 1-5/8" x 13/16", 16 ga.	$236.55

QTY	Unit Price	Factor	Total
18.000000	$11.09	1.1850	$236.55

143	260529203100	C	Nuts, galvanized steel, 1/2" diameter 1/2" diameter	$99.97

QTY	Unit Price	Factor	Total
1.000000	$84.36	1.1850	$99.97

144	260529203600	C	Lock washers, galvanized steel, 1/2" diameter 1/2" diameter	$43.47

QTY	Unit Price	Factor	Total

				1.000000	$36.68	1.1850	$43.47
145	260529204160	Ea.	Flat plate fitting, steel channel, 2 hole, material only, 3-1/2" Flat plate fitting, 2 hole, 3-1/2", material only				$36.31
				QTY	Unit Price	Factor	Total
				8.000000	$3.83	1.1850	$36.31
146	260529204450	Ea.	Spring nuts, steel channel, short, 1/2" 1/2"				$360.60
				QTY	Unit Price	Factor	Total
				34.000000	$8.95	1.1850	$360.60
147	260529204500	L.F.	Closure strip, steel channel Closure strip				$151.23
				QTY	Unit Price	Factor	Total
				9.000000	$14.18	1.1850	$151.23
148	260529204600	Ea.	End connector, steel channel, 3/4" conduit End connector 3/4" conduit				$53.47
				QTY	Unit Price	Factor	Total
				2.000000	$22.56	1.1850	$53.47
149	260529204550	Ea.	End cap, steel channel End cap				$46.83
				QTY	Unit Price	Factor	Total
				4.000000	$9.88	1.1850	$46.83
150	260529204850	Ea.	Splice plate, steel channel Splice plate				$92.32
				QTY	Unit Price	Factor	Total
				3.000000	$25.97	1.1850	$92.32
151	260529204800	Ea.	Junction boxes, steel channel, 4 channel 4 channel				$1,350.58
				QTY	Unit Price	Factor	Total
				3.000000	$379.91	1.1850	$1,350.58
152	260529206100	Ea.	Strap, steel channel, rigid conduit, 1" diameter 1" diameter				$161.16
				QTY	Unit Price	Factor	Total
				40.000000	$3.40	1.1850	$161.16
153	260529207250	Ea.	Clip, steel channel, 1 hole for rigid conduit, 2" diameter 2" diameter				$107.15
				QTY	Unit Price	Factor	Total
				33.000000	$2.74	1.1850	$107.15
154	260529207840	Ea.	Conduit hangers, steel, 1" diameter, incl bolt & 12" rod 1" diameter				$185.81

				QTY	Unit Price	Factor	Total
				10.000000	$15.68	1.1850	$185.81
155	260533131800	L.F.	Rigid galvanized steel conduit, 1" diameter, to 10' H, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF 1" diameter				$2,082.76
				QTY	Unit Price	Factor	Total
				130.000000	$13.52	1.1850	$2,082.76
156	260533132050	Ea.	Rigid galvanized steel conduit elbows, 1" diameter, to 10' high 1" diameter				$236.19
				QTY	Unit Price	Factor	Total
				6.000000	$33.22	1.1850	$236.19
157	260533132300	Ea.	Rigid galvanized steel conduit couplings, 1" diameter, to 10' high 1" diameter				$96.46
				QTY	Unit Price	Factor	Total
				10.000000	$8.14	1.1850	$96.46
158	260533134170	L.F.	Rigid galvanized steel plastic coated conduit, 40 mil thick, 1" diameter, to 15' high, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF 1" diameter				$24,779.24
				QTY	Unit Price	Factor	Total
				735.000000	$28.45	1.1850	$24,779.24
159	260533134450	Ea.	Rigid galvanized steel plastic coated conduit elbows, 1" diameter, to 10' high 1" diameter				$1,685.07
				QTY	Unit Price	Factor	Total
				25.000000	$56.88	1.1850	$1,685.07
160	260533134730	Ea.	Rigid galvanized steel plastic coated conduit couplings, 1" diameter, to 10' high 1" diameter				$430.45
				QTY	Unit Price	Factor	Total
				25.000000	$14.53	1.1850	$430.45
161	260533139870	Ea.	Cement, gallon Gallon				$489.31
				QTY	Unit Price	Factor	Total
				2.000000	$206.46	1.1850	$489.31
162	260533160220	Ea.	Outlet boxes, pressed steel, 4" square, 2-1/8" deep, 1" KO 2-1/8" deep, 1" KO				$285.16
				QTY	Unit Price	Factor	Total
				8.000000	$30.08	1.1850	$285.16
163	260533161870	Ea.	Outlet boxes, cast, weatherproof in-use cover, 2 gang 2 gang				$208.80
				QTY	Unit Price	Factor	Total

				4.000000	$44.05	1.1850	$208.80
164	260533250300	Ea.	Conduit fittings for rigid galvanized steel, standard, locknuts, 1" diameter 1" diameter				$8.44
				QTY	Unit Price	Factor	Total
				8.000000	$.89	1.1850	$8.44
165	260533251170	Ea.	Conduit fittings for rigid galvanized steel, bushings, plastic, 1" diameter 1" diameter				$231.64
				QTY	Unit Price	Factor	Total
				12.000000	$16.29	1.1850	$231.64
166	260533350250	L.F.	Flexible metallic conduit, steel, 1" diameter 1" diameter				$332.75
				QTY	Unit Price	Factor	Total
				45.000000	$6.24	1.1850	$332.75
167	260533337200	Lb.	Wire and cable Wire and cable				$6,241.40
				QTY	Unit Price	Factor	Total
				230.000000	$22.90	1.1850	$6,241.40
168	260533350750	Ea.	Flexible metallic conduit, steel, connectors, plain, 90 Deg., 1" diameter 1" diameter				$140.21
				QTY	Unit Price	Factor	Total
				3.000000	$39.44	1.1850	$140.21
169	260533350450	Ea.	Flexible metallic conduit, steel, connectors, plain, 1" diameter 1" diameter				$99.68
				QTY	Unit Price	Factor	Total
				6.000000	$14.02	1.1850	$99.68
170	260533953050	Ea.	Knockouts, metal boxes & enclosures, with hole saw, 1" pipe size, to 8' high 1" pipe size				$26.40
				QTY	Unit Price	Factor	Total
				2.000000	$11.14	1.1850	$26.40
171	260923100600	Ea.	Lighting devices, photoelectric control, D.P.S.T., 208 V/277 V D.P.S.T. 208 V/277 V				$5,467.15
				QTY	Unit Price	Factor	Total
				17.000000	$271.39	1.1850	$5,467.15
172	260913301220	Ea.	Smart metering, in panel, three phase, 277/480 volt, 200 amp 200 amp				$3,019.69
				QTY	Unit Price	Factor	Total
				2.000000	$1,274.13	1.1850	$3,019.69
173	260913100600	Ea.	Switchboard instruments, ground fault protection, zero sequence Ground fault protection, zero sequence				$6,622.67

QTY	Unit Price	Factor	Total
1.000000	$5,588.75	1.1850	$6,622.67

174	260936132000	Ea.	Lighting control module Lighting control module	$1,608.31

QTY	Unit Price	Factor	Total
2.000000	$678.61	1.1850	$1,608.31

175	260923100660	Ea.	Lighting devices, daylight level sensor, wall mounted, on/off or dimming, up to 50 ballasts Daylight level sensor, wall mounted, on/off or dimming	$4,060.02

QTY	Unit Price	Factor	Total
17.000000	$201.54	1.1850	$4,060.02

176	260926100110	Ea.	Lighting control relay panel, 8 relay, with timeclock 8 Relay	$5,365.30

QTY	Unit Price	Factor	Total
2.000000	$2,263.84	1.1850	$5,365.30

177	261316105200	Ea.	Circuit breaker, 3 pole, 125 to 225 amp, type KA 125 to 225 amp, type KA	$6,095.50

QTY	Unit Price	Factor	Total
1.000000	$5,143.88	1.1850	$6,095.50

178	261316104300	Ea.	Circuit breaker, 2 pole, 125 to 225 amp, type KA 125 to 225 amp, type KA	$5,247.38

QTY	Unit Price	Factor	Total
1.000000	$4,428.17	1.1850	$5,247.38

179	262413200100	Ea.	Switchboards, main lugs only, 3 pole, 3 wire, to 600 volt, 200 amp Main lugs only, to 600 volt, 3 pole, 3 wire, 200 amp	$2,495.70

QTY	Unit Price	Factor	Total
1.000000	$2,106.08	1.1850	$2,495.70

180	262413400170	Ea.	Circuit breakers, 2 pole, 240 V, 15 to 60 amp, FA frame, for feeder section 2 pole	$17,760.21

QTY	Unit Price	Factor	Total
24.000000	$624.48	1.1850	$17,760.21

181	262413402080	Ea.	Fusible switch, 2 pole, 600 V, 200 amp, for feeder section 200 amp, 2 pole	$3,943.04

QTY	Unit Price	Factor	Total
2.000000	$1,663.73	1.1850	$3,943.04

182	262416300350	Ea.	Panelboards, 1 phase 3 wire, main lugs, 120/240 V, 225 amp, 24 circuits, NQ, incl 20 A 1 pole bolt-on breakers 225 amp main lugs, 24 circuits	$3,054.55

QTY	Unit Price	Factor	Total

				1.000000	$2,577.68	1.1850	$3,054.55	
183	262416203250	Ea.	Circuit breakers, panelboard spacers, per pole Panelboard spacers, per pole					$344.91
				QTY	Unit Price	Factor	Total	
				22.000000	$13.23	1.1850	$344.91	
184	262416303770	Ea.	Panelboards, main circuit breaker, shunt trip, 225 amp 225 amp					$12,790.53
				QTY	Unit Price	Factor	Total	
				3.000000	$3,597.90	1.1850	$12,790.53	
185	262716109200	Ea.	Enclosure panels, 36" x 24", NEMA 12 & 4 36" x 24"					$532.66
				QTY	Unit Price	Factor	Total	
				2.000000	$224.75	1.1850	$532.66	
186	262716109140	Ea.	Enclosure panels, 24" x 24", NEMA 12 & 4 24" x 24"					$380.55
				QTY	Unit Price	Factor	Total	
				2.000000	$160.57	1.1850	$380.55	
187	262716109040	Ea.	Enclosure panels, 12" x 24", NEMA 12 & 4 12" x 24"					$336.23
				QTY	Unit Price	Factor	Total	
				3.000000	$94.58	1.1850	$336.23	
188	262726203820	Ea.	Receptacle, 3 pole, 30 amp, 125/250 volt, NEMA 14 125/250 volt NEMA 14					$1,159.97
				QTY	Unit Price	Factor	Total	
				8.000000	$122.36	1.1850	$1,159.97	
189	262726203170	Ea.	Switch cover, weatherproof, 1 gang Switch cover, weatherproof, 1 gang					$127.74
				QTY	Unit Price	Factor	Total	
				7.000000	$15.40	1.1850	$127.74	
190	262726204980	Ea.	Receptacle cover plate, weatherproof, NEMA 7-23 Weatherproof NEMA 7-23					$686.54
				QTY	Unit Price	Factor	Total	
				8.000000	$72.42	1.1850	$686.54	
191	263343552330	Ea.	Electric vehicle charging, free standing, double connector, with RFID with RFID					$34,322.03
				QTY	Unit Price	Factor	Total	
				3.000000	$9,654.58	1.1850	$34,322.03	
192	263353100200	Ea.	Uninterruptible power supply, charger, inverter, and alarm 1 phase, 120 V, 5 kVA, incl 10 minutes battery 5 kVA					$37,502.97

				QTY	Unit Price	Factor	Total	
				3.000000	$10,549.36	1.1850	$37,502.97	
193		263553300130	Ea.	Transient suppressor/voltage regulator, single phase, 115 V, 4.0 kVA 4.0 kVA				$8,474.20
				QTY	Unit Price	Factor	Total	
				3.000000	$2,383.74	1.1850	$8,474.20	
194		265613103000	Ea.	Light poles, anchor base, aluminum, 20' high, excl concrete bases 20' high				$33,695.33
				QTY	Unit Price	Factor	Total	
				17.000000	$1,672.64	1.1850	$33,695.33	
195		265626500200	Ea.	Landscape LED Fixtures, 12 volt alum bullet hooded-BRZ 12 volt alum bullet hooded-BRZ				$8,981.73
				QTY	Unit Price	Factor	Total	
				32.000000	$236.86	1.1850	$8,981.73	
196	Earthwork	312323239010	B.C.Y.	Compaction, water for, 3,000 gallon truck, 6 mile haul 6 mile haul				$4,353.22
				QTY	Unit Price	Factor	Total	
				1640.000000	$2.24	1.1850	$4,353.22	
197		310513100800	C.Y.	Soils for earthwork, topsoil borrow, weed free, spread with 200 HP dozer, includes load at pit and haul, 2 miles round trip, excludes compaction Topsoil, weed free				$48,871.58
				QTY	Unit Price	Factor	Total	
				1438.000000	$28.68	1.1850	$48,871.58	
198		310516100360	L.C.Y.	Aggregate for earthwork, crushed stone, 1.40 tons per C.Y., 3/8", spread with 200 HP dozer, includes load at pit and haul, 2 miles round trip, excludes compaction 3/8"				$30,132.83
				QTY	Unit Price	Factor	Total	
				535.000000	$47.53	1.1850	$30,132.83	
199		310523300200	Ton	Plant mixed bituminous concrete, plant mix, all weather patching mix, hot, 145 lb. per C.F. All weather patching mix, hot				$5,395.64
				QTY	Unit Price	Factor	Total	
				54.000000	$84.32	1.1850	$5,395.64	
200		311413230500	C.Y.	Topsoil stripping and stockpiling, topsoil, sandy loam, adverse conditions, 400 HP dozer Adverse conditions				$1,024.22
				QTY	Unit Price	Factor	Total	
				584.000000	$1.48	1.1850	$1,024.22	
201		312213200280	Ea.	Rough grading sites, open, 75,100-100,000 S.F., grader 75,100-100,000 S.F.				$9,964.90
				QTY	Unit Price	Factor	Total	

				2.000000	$4,204.60	1.1850	$9,964.90
202	312216103120	S.Y.	Fine grading, select gravel, 8" deep, hand grading, including compaction 8" deep				$9,041.79
				QTY	**Unit Price**	**Factor**	**Total**
				2430.000000	$3.14	1.1850	$9,041.79
203	312216101200	S.Y.	Fine grading, fine grade granular base for sidewalks and bikeways Fine grade granular base for sidewalks and bikeways				$1,480.49
				QTY	**Unit Price**	**Factor**	**Total**
				1358.000000	$.92	1.1850	$1,480.49
204	312216101100	S.Y.	Fine grading, fine grade for slab on grade, machine Fine grade for slab on grade, machine				$12,405.77
				QTY	**Unit Price**	**Factor**	**Total**
				7220.000000	$1.45	1.1850	$12,405.77
205	312316130050	B.C.Y.	Excavating, trench or continuous footing, common earth, 3/8 C.Y. excavator, 1' to 4' deep, excludes sheeting or dewatering 1' to 4' deep, 3/8 C.Y. excavator				$7,917.70
				QTY	**Unit Price**	**Factor**	**Total**
				1160.000000	$5.76	1.1850	$7,917.70
206	312316140700	L.F.	Excavating, chain trencher, utility trench, common earth, 12 HP, 8" wide, 24" deep, operator walking 24" deep				$4,117.64
				QTY	**Unit Price**	**Factor**	**Total**
				2380.000000	$1.46	1.1850	$4,117.64
207	312316137060	B.C.Y.	Excavating, trench or continuous footing, dense hard clay, 1/2 C.Y. excavator, 1' to 4' deep, excludes sheeting or dewatering 1/2 C.Y. excavator				$5,757.92
				QTY	**Unit Price**	**Factor**	**Total**
				860.000000	$5.65	1.1850	$5,757.92
208	312316160040	B.C.Y.	Structural excavation for minor structures, bank measure, heavy clay, pits to 6' deep, hand pits Heavy clay				$16,995.74
				QTY	**Unit Price**	**Factor**	**Total**
				83.000000	$172.80	1.1850	$16,995.74
209	312316425610	B.C.Y.	Excavating, bulk bank measure, sandy clay/loam, open site, 1/2 C.Y. capacity = 44 C.Y./hour, backhoe, hydraulic, wheel mounted, excluding truck loading Wheel mounted, 1/2 C.Y. cap. = 44 C.Y./hr.				$16,764.48
				QTY	**Unit Price**	**Factor**	**Total**
				4235.700000	$3.34	1.1850	$16,764.48
210	312323131700	B.C.Y.	Backfill, bulk, 6" to 12" lifts, dozer backfilling, compaction with sheepsfoot roller Sheepsfoot roller				$14,816.53
				QTY	**Unit Price**	**Factor**	**Total**

				4580.000000	$2.73	1.1850	$14,816.53

211		312323201084	L.C.Y.	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 15 min load/ wait/unload, 12 C.Y. truck, cycle 50 miles, 40 MPH, excludes loading equipment cycle 50 miles			$18,201.01
				QTY	**Unit Price**	**Factor**	**Total**
				850.000000	$18.07	1.1850	$18,201.01
212		312323235000	B.C.Y.	Compaction, riding, vibrating roller, 2 passes, 6" lifts Riding, vibrating roller, 6" lifts, 2 passes			$13,559.48
				QTY	**Unit Price**	**Factor**	**Total**
				42380.000000	$.27	1.1850	$13,559.48
213		312514161000	L.F.	Synthetic erosion control, silt fence, install and remove, 3' high Silt fence, install and remove			$1,732.00
				QTY	**Unit Price**	**Factor**	**Total**
				580.000000	$2.52	1.1850	$1,732.00
214		312514161250	L.F.	Erosion control, straw bale, install and remove, 3' Long Straw bale, install and remove			$280.37
				QTY	**Unit Price**	**Factor**	**Total**
				35.000000	$6.76	1.1850	$280.37
215		313219161510	S.Y.	Geosynthetic soil stabilization, geotextile fabric, woven, heavy duty, 600 lb. tensile strength Heavy duty, 600 lb. tensile strength			$5,472.80
				QTY	**Unit Price**	**Factor**	**Total**
				920.000000	$5.02	1.1850	$5,472.80
216		313713100200	S.Y.	Rip-rap and rock lining, random, broken stone, 18" minimum thickness, machine placed for slope protection, not grouted 18" minimum thickness, not grouted			$3,385.36
				QTY	**Unit Price**	**Factor**	**Total**
				28.000000	$102.03	1.1850	$3,385.36
217		313213130240	S.Y.	Asphalt soil stabilization, 3 gallon per S.Y., 6" deep, includes scarifying and compaction 3 gal./S.Y.			$41,418.48
				QTY	**Unit Price**	**Factor**	**Total**
				3622.000000	$9.65	1.1850	$41,418.48
218	Exterior Improvements	320610102165	C.Y.	Sidewalks, driveways, and patios, sidewalk, load, dump and spread stone, 200' haul, with skid steer, excludes base 200' haul			$10,234.37
				QTY	**Unit Price**	**Factor**	**Total**
				140.000000	$61.69	1.1850	$10,234.37
219		321216132020	Ton	Plant-mix asphalt paving, intersections, binder course, 2" thick, no hauling included 2" thick			$2,808.73
				QTY	**Unit Price**	**Factor**	**Total**

				24.000000	$98.76	1.1850	$2,808.73
220	321216132170	S.Y.	Plant-mix asphalt paving, intersections, wearing course, 2" thick, no hauling included alternate method for developing paving costs 2" thick				$42,731.10
				QTY	Unit Price	Factor	Total
				3000.000000	$12.02	1.1850	$42,731.10
221	320610204025	L.F.	Steps, edging steel edge strips, 1/4" x 5", includes stakes Steel edge strips, incl. stakes, 1/4" x 5"				$6,387.27
				QTY	Unit Price	Factor	Total
				565.000000	$9.54	1.1850	$6,387.27
222	321126191200	S.Y.	Bituminous-stabilized base courses, for roadways and large paved areas, macadam penetration crushed stone, 4 gallons/S.Y., 8" thick 8" thick, 4 gal./S.Y.				$8,656.43
				QTY	Unit Price	Factor	Total
				300.000000	$24.35	1.1850	$8,656.43
223	321216131420	Ton	Plant-mix asphalt paving, bridge approach, binder course, less than 300 tons, 2" thick, no hauling included 2" thick				$25,830.15
				QTY	Unit Price	Factor	Total
				210.300000	$103.65	1.1850	$25,830.15
224	321613130435	L.F.	Cast-in place concrete curbs & gutters, straight, wood forms, 0.066 C.Y. per LF, 6" high curb, 6" thick gutter, 30" wide, includes concrete 30" wide, 0.066 C.Y./L.F.				$65,731.95
				QTY	Unit Price	Factor	Total
				1500.000000	$36.98	1.1850	$65,731.95
225	321713191100	Ea.	Precast concrete parking bumpers, wheel stops, precast concrete, 8" x 13" x 6' - 0", includes 2 dowels per each 8" x 13" x 6'-0"				$2,843.19
				QTY	Unit Price	Factor	Total
				22.000000	$109.06	1.1850	$2,843.19
226	321713131300	Ea.	Metal parking bumpers, pipe bollards, concrete filled/painted, 8' L x 4' D hole, 6" diam. Pipe bollards, conc. filled/paint, 8' L x 4' D hole, 6" diam.				$2,717.58
				QTY	Unit Price	Factor	Total
				4.000000	$573.33	1.1850	$2,717.58
227	321723141200	Ea.	Pavement markings, handicap symbol, painted Handicap symbol				$134.00
				QTY	Unit Price	Factor	Total
				2.000000	$56.54	1.1850	$134.00
228	321723141210	Ea.	Pavement markings, handicap sign and post, 12" x 18" Handicap parking sign 12" x 18" and post				$642.72
				QTY	Unit Price	Factor	Total

				2.000000	$271.19	1.1850	$642.72	
229	321813100200	S.F.	Synthetic grass surfacing, standard, 1/2" pile and 5/16" cushion pad, includes cushion pad, excludes asphalt base or drainage 1/2" pile and 5/16" cushion pad, standard					$12,307.03
				QTY	**Unit Price**	**Factor**	**Total**	
				1048.000000	$9.91	1.1850	$12,307.03	
230	321726100100	S.F.	Pavement, tactile warning tiles S.F. Detectable warning pad, ADA					$2,397.26
				QTY	**Unit Price**	**Factor**	**Total**	
				70.000000	$28.90	1.1850	$2,397.26	
231	323343131080	Ea.	Site seating, backless mall bench, recycled plastic, various colors, 8' long 8' long					$2,555.64
				QTY	**Unit Price**	**Factor**	**Total**	
				2.000000	$1,078.33	1.1850	$2,555.64	
232	323343131050	Ea.	Site seating, classic park bench, recycled plastic, various colors, 8' long 8' long					$3,338.62
				QTY	**Unit Price**	**Factor**	**Total**	
				2.000000	$1,408.70	1.1850	$3,338.62	
233	323343131020	Ea.	Site seating, picnic tables, recycled plastic, various colors, 8' long 8'					$15,651.29
				QTY	**Unit Price**	**Factor**	**Total**	
				8.000000	$1,650.98	1.1850	$15,651.29	
234	328413101100	Ea.	Subsurface drip irrigation, flush risers Flush risers					$644.45
				QTY	**Unit Price**	**Factor**	**Total**	
				48.000000	$11.33	1.1850	$644.45	
235	328413100900	L.F.	Subsurface drip irrigation, supply tubing, material only, 1/2", 500' coil 500' coil					$72.05
				QTY	**Unit Price**	**Factor**	**Total**	
				380.000000	$.16	1.1850	$72.05	
236	328423101490	Ea.	Underground sprinklers irrigation system, for lawns, pressure vacuum breaker, brass, 15 - 150 psi, 1" 1"					$2,278.80
				QTY	**Unit Price**	**Factor**	**Total**	
				8.000000	$240.38	1.1850	$2,278.80	
237	328423101450	Ea.	Underground sprinklers irrigation system, for lawns, backflow preventer, bronze, with valves, test cocks, 0-175 psi, 1" 1"					$2,940.32
				QTY	**Unit Price**	**Factor**	**Total**	
				4.000000	$620.32	1.1850	$2,940.32	

238		328423101310	Ea.	Underground sprinklers irrigation system, for lawns, electric remote control valve, plastic, 1", 5-30 GPM, 15-125 psi, excludes piping, excavation and backfill 1"	$296.77

QTY	Unit Price	Factor	Total
4.000000	$62.61	1.1850	$296.77

239		329113232500	M.S.F.	Soil preparation, structural soil mixing, root raking and loading, large commercial, with boulders With boulders	$3,287.49

QTY	Unit Price	Factor	Total
405.000000	$6.85	1.1850	$3,287.49

240		329333200400	Ea.	Shrubs, boxwood, B&B, 15"-18", planted in prepared beds Boxwood, 15"-18", B&B	$37,514.14

QTY	Unit Price	Factor	Total
402.000000	$78.75	1.1850	$37,514.14

241		329343200100	Ea.	Deciduous trees, ash, balled & burlapped (B&B), 2" caliper, in prepared beds Ash, 2" caliper	$36,278.47

QTY	Unit Price	Factor	Total
73.000000	$419.38	1.1850	$36,278.47

242		329343102000	Ea.	Planting, stake out tree and shrub locations Stake out tree and shrub locations	$1,384.67

QTY	Unit Price	Factor	Total
475.000000	$2.46	1.1850	$1,384.67

243		329450101100	Ea.	Tree guying, guy wire and wrap, less than 3" caliper, 3" anchors, includes arrowhead anchor, cable, turnbuckles and wrap Less than 3" caliper, 3" anchors	$7,186.84

QTY	Unit Price	Factor	Total
73.000000	$83.08	1.1850	$7,186.84

244	Exterior Improvements	Non-Prepriced	TON	3/8" Golden Brown, exclude delivery and spread	$9,991.92

QTY	Unit Price	Factor	Total
136.000000	$62.00	1.1850	$9,991.92

245		Non-Prepriced	TON	2"-4", 3/4" Mixed Hueco Mountain rock, exclude delivery and spread	$1,807.13

QTY	Unit Price	Factor	Total
25.000000	$61.00	1.1850	$1,807.13

246		Non-Prepriced	TON	3/8" Hueco Mountain, exclude delivery and spreading of gravel	$36,735.00

QTY	Unit Price	Factor	Total
500.000000	$62.00	1.1850	$36,735.00

247	Exterior Improvements	323236106020	C.Y.	Gabion retaining walls, stone filled gabions, stone delivered, galvanized, 3' wide, 6' long, 3'-0" high, excludes excavation 3'-0" high	$11,724.07

					QTY	Unit Price	Factor	Total
					33.000000	$299.81	1.1850	$11,724.07
248		321723140830	Stall	Pavement markings, parking stall, thermoplastic, white, 4" wide Lines on pvmt., parking stall, thermoplastic, white, 4" wide				$1,265.39
					QTY	Unit Price	Factor	Total
					32.000000	$33.37	1.1850	$1,265.39
249		320130106410	M.S.F.	Site maintenance, road & walk maintenance, sweep walk, power vacuum Power vacuum				$5,167.55
					QTY	Unit Price	Factor	Total
					1580.000000	$2.76	1.1850	$5,167.55
250	Utilities	330597050020	Ea.	Utility connection, water, sanitary, stormwater, gas, single connection (12" mainline, 8" connecting line) Water, sanitary, stormwater, gas, single connection (12"x8" connection)				$15,215.54
					QTY	Unit Price	Factor	Total
					2.000000	$6,420.06	1.1850	$15,215.54
251		331413254010	L.F.	Water supply distribution piping, polyvinyl chloride pressure pipe, 2", ASTM D2241, class 200, SDR 21, excludes excavation or backfill 2" diameter				$235.70
					QTY	Unit Price	Factor	Total
					65.000000	$3.06	1.1850	$235.70
252		331417158030	Ea.	Water service connection, tapping sleeves with rubber gaskets, 8" x 4", excludes excavation and backfill 8" x 4"				$4,507.34
					QTY	Unit Price	Factor	Total
					2.000000	$1,901.83	1.1850	$4,507.34
253		333111253200	Ea.	Public sanitary utility sewerage piping, wyes, polyvinyl chloride, 4" diameter, SDR 35 Wyes, 4" diameter				$364.79
					QTY	Unit Price	Factor	Total
					4.000000	$76.96	1.1850	$364.79
254		333111253040	Ea.	Public sanitary utility sewerage piping, piping polyvinyl chloride pipe, fittings, bends or elbows, 4" diameter, SDR 35, excludes excavation or backfill Fittings, bends or elbows, 4" diameter				$152.70
					QTY	Unit Price	Factor	Total
					2.000000	$64.43	1.1850	$152.70
255		333111252000	L.F.	Public sanitary utility sewerage piping, piping polyvinyl chloride pipe, B & S, 20' lengths, 4" diameter, SDR 35, excludes excavation or backfill 20' lengths, SDR 35, B&S, 4" diameter				$3,919.45
					QTY	Unit Price	Factor	Total
					415.000000	$7.97	1.1850	$3,919.45
256		337116231200	Ea.	Electrical utility pole, light poles roadway, galvanized steel, round, tapered, 20', incl two 6' arm Two 6' arms, 20'				$21,318.65

				QTY	Unit Price	Factor	Total
				7.000000	$2,570.06	1.1850	$21,318.65
257	337119171000	Ea.	Electrical underground ducts and manholes, hand holes, precast concrete, with concrete cover, 4' x 4' x 4' deep, excludes excavation, backfill and cast in place concrete 4' x 4' x 4' deep				$3,539.63
				QTY	Unit Price	Factor	Total
				1.000000	$2,987.03	1.1850	$3,539.63

Global Maven Enterprises, LLC

PROPOSAL

PO Box 2016
Las Cruces, NM 88004
Phone: 575-571-7417

Proposal #354
Date: 5/12/2026
CES # 2026-03-R1237-ALL

TO: Dona Ana County
Attn.: Albert Castaneda
845 Motel Blvd.
Las Cruces, NM 88005

Project Name: Transitional Living

DESCRIPTION		COST
Asphalt Paving		
Asphalt Recommendation for Parking Lot (2" thick, Type C)		$143,055.28
The installation of base course material alone is insufficient for long-term durability, as it will eventually erode and		
wash out due to exposure to traffic and weather. To address this concern, the engineer strongly recommends the		
use of asphalt for the parking lot. Asphalt not only enhances the effectiveness of the parking area, but it also		
facilitates the proper flow of rainwater toward the designated ponds.		
Additionally, the use of asphalt allows for a lower proposed grade elevations, which contribute to improved site		
drainage and efficiency. Another important benefit is that asphalt provides a suitable srface for applying the		
parking lot striping layout. Proper striping is essential for organizing parking spaced and maintaining orderly traffic		
flow within the lot.		
Engineering for Ponds and Dumpster Relocation.		$22,000.00
These services will cover key aspects such as elevation measurements and calculations related to rainwater		
management. By carefully determining the dimensions of the new ponds, engineers ensure that water flow and		
capacity meet site requirements. Additionally, the plan includes relocating the dumpster to allow for the placement		
of a pond behind it.		
It is important to note that the original pond locations werer situated directly over a city sewer line. This		
arrangement was not permitted unless the sewer line was properly encased in a steel pipe. Therefore, engineering		
efforts must also address compliance with munifipal standards regarding sewer line encasement, ensuring the		
safety and legality of the new pond and dumpster locations.		
TAX:	8.39%	$13,848.14
Modification to the schedule for this project to increase the time of 60 days.		

Gilbert Espinoza/Project Manager
Global Maven Enterprises, LLC

Original Contract Amount	$1,508,979.43
Total Previous Change Orders	$109,315.46
Total Before this Change Order	$1,618,294.89
Amount of this Change Order	$178,903.42
Revised Contract Amount	$1,797,198.31

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

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

Doña Ana County Manager's Office	June 23, 2026
Initiating Department	**Meeting Date**
Stephen Lopez, Assistant County Manager	17
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE RESOLUTION SUPPORTING PROPOSED LAND SWAP BETWEEN US BUREAU OF LAND MANAGEMENT AND THE NM STATE LAND OFFICE.

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

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Resolution

SUMMARY OF FINANCIAL IMPACT

ADMINISTRATIVE REVIEW AND APPROVAL

Stephen Lopez, Assistant County Manager	Created/Initiated - 6/16/2026
Scott Andrews, County Manager	Final Approval - 6/17/2026

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County
BOCC Agenda Item Executive Summary

Meeting Date: June 23, 2026

Agenda Item Title: Approve Resolution supporting the BLM and State Land Office land exchange

Type of Action: Approve Resolution

Fiscal Impact: None

Strategic Plan Alignment: Thriving Natural World.

Overview:

The Resolution supports the proposed land exchange between BLM and the State Land Office, encourages the exchange to happen quickly, and directs the County Manager to provide copies to the NM federal delegation, BLM, and SLO.

What Will BOCC Action Mean:

- **Vote "YES" =** This will approve the resolution.
- **Vote "NO" =** This will deny the resolution.
- **Vote to "Amend" =** The BOCC will change the resolution (if the amendment is approved)
- **Vote to "Table" =** The Resolution will not proceed unless brought back at a future date.

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

RESOLUTION NO. 2026-_____

A Resolution Supporting the Bureau of Land Management and State Land Office Land Exchange

WHEREAS, the Dingell Act of 2019 directs a land exchange between the United States Bureau of Land Management (BLM) and the New Mexico State Land Office (NMSLO); and

WHEREAS, the BLM has a mission to administer lands for multi-use and sustainable yield, ensuring that public lands benefit everyone, and are conserved for many more generations to come; and

WHEREAS, the NMSLO is dedicated to generating funds for New Mexico public schools, universities, and other public institutions critical to the well-being of New Mexicans; and

WHEREAS, both the NMSLO and BLM are important land management agencies in our area working to ensure lands are maintained for economic, cultural, educational, and recreational purposes; and

WHEREAS, the NMSLO would exchange for BLM lands on the Doña Ana County West Mesa, which would be leased by the NMSLO to support commercial development and grow jobs in the area's industrial parks and airports; and

WHEREAS, the NMSLO would exchange for BLM lands in the fast-growing Santa Teresa area, and where subsequent NMSLO leasing would support commercial development and create jobs in and around the area's industrial parks, the rail facility and the international port of entry; and

WHEREAS, NMSLO leases would support the beneficiary institutions including New Mexico public schools, universities, and other public institutions critical to the well-being of New Mexicans; and

WHEREAS, the BLM would gain infill lands from the NMSLO that would allow for more efficient and holistic management of the area; and

WHEREAS, Doña Ana County is at the center of the popular Organ Mountains Desert-Peaks (OMDP) National Monument, which is an integral part of the County's economy, environment, and quality of life; and

WHEREAS, the citizens of Doña Ana County deeply value their public lands for their recreational, economic, cultural, and spiritual significance, recognizing that these lands are

accessible to all; and

WHEREAS, Secretarial Order 3442 of 2025 directs local governments to provide written support for projects concerning Land and Water Conservation Fund, and land exchanges between state and federal entities,

NOW, THEREORE, BE IT RESOLVED that the Board of County Commissioners hereby:

1. Expresses its strong support for this exchange between the BLM and the NMSLO;

2. Encourages the process to be completed as quickly as possible;

3. Encourages the BLM to prioritize this exchange in order for both federal and state agencies involved to focus on the maintenance and restoration of public lands surrounding Doña Ana County; and

4. Directs the County Manager to send copies of this resolution to the entire New Mexico Congressional Delegation, the U.S Department of Interior, the New Mexico Bureau of Land Management State Office, the New Mexico State Land Office, and Las Cruces BLM District Office.

PASSED and ADOPTED this 23rd day of June, 2026.

BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY, NEW MEXICO

Manuel A. Sanchez, District 5, Chair	**For/Against**
Gloria Gameros, District 2, Vice-Chair	**For/Against**
Christopher Schaljo Hernandez, District 1	**For/Against**
Patricia S. Kimble, District 3	**For/Against**
Susana Chaparro, District 4	**For/Against**

ATTEST:

Amanda López Askin, Ph.D.
County Clerk

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

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

Doña Ana County Manager's Office	June 23, 2026
Initiating Department	**Meeting Date**
Stephen Lopez, Assistant County Manager	18
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE RESOLUTION SUPPORTING DEVELOPMENT OF ALL ACCESS PARKS AND ESTABLISHING COOPERATIVE AGREEMENT WITH PARKSFORALL.

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

Approve resolution establishing partnership with ParksForAll for showcase park for all residents, including Deaf, Blind, Deafblind, mobility disorders, intellectual disorders, developmental disorders, etc.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Sumamry
Resolution

SUMMARY OF FINANCIAL IMPACT

ADMINISTRATIVE REVIEW AND APPROVAL

Stephen Lopez, Assistant County Manager	Created/Initiated - 6/17/2026
Scott Andrews, County Manager	Final Approval - 6/17/2026

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County
BOCC Agenda Item Executive Summary

Meeting Date: June 23, 2026

Agenda Item Title: Approve Resolution supporting the development of All Access Parks in partnership with ParksForAll.

Type of Action: Approve Resolution

Fiscal Impact: None

Strategic Plan Alignment: Thriving Natural World.

Overview:

The Resolution supports the development of a showcase park for all residents, to include those who are Deaf, Blind, Deafblind, have access and functional needs related to mobility disorders, intellectual disorders, developmental disorders, and all ages. Establishes formal partnership with the community-driven volunteer organization ParksForAll for the planning, design, construction oversight, and maintenance of the showcase park, and encourages partnerships with other community organizations. Directs the County Manager to incorporate inclusive park elements in other current and future parks.

What Will BOCC Action Mean:

- **Vote "YES" =** This will approve the resolution.
- **Vote "NO" =** This will deny the resolution.
- **Vote to "Amend" =** The BOCC will change the resolution (if the amendment is approved)
- **Vote to "Table" =** The Resolution will not proceed unless brought back at a future date.

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

RESOLUTION NO. 2026-_____

A Resolution Regarding All Access Parks

WHEREAS, the Board of County Commissioners has prioritized Quality-Of-Life initiatives throughout the County for all residents; and

WHEREAS, parks create more vibrant, healthy, safe, and equitable communities by improving physical health and mental health; providing environmental benefits; increasing social and economic opportunities; and promoting community cohesion; and

WHEREAS, parks create opportunities for neighbors and families to interact and build community ties, which leads to greater civic engagement and volunteerism;

WHEREAS, residents with access and functional needs with physical and mobility disabilities (cerebral palsy, multiple sclerosis, spinal cord, and limb injury or loss), sensory impairments (blindness, visual impairment, deafness, hard of hearing conditions, nerve damage, hypoesthesia, and paresthesia), cognitive and developmental disabilities (Autism spectrum disorder, acquired demyelinating syndrome, Down Syndrome, attention deficit disorder, attention deficit hyperactivity disorder), traumatic brain injury, neurodiversity chronic illness and autoimmune conditions (diabetes, chronic respiratory, postural orthostatic tachycardia syndrome), asthma, and hidden disabilities deserve access to parks where they can thrive; and

WHEREAS, a community-driven, volunteer effort to develop such parks and open spaces has been initiated under the name Parks For All LC;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners hereby:

1.) Recognizes Parks For All LC as a community engagement and accessibility partner for the project;
2.) Directs the County Manager to have County staff work with the Parks For All LC volunteers to help design, develop, construct, and maintain a showcase park for all residents, to be built on the East Mesa, north of Highway 70;
3.) Encourages participation from all parts of the community, to include schools, disability organizations, veterans groups, healthcare professionals, and the disabled members of the community;
4.) Directs the County Manager to have County staff develop a plan for improvements to existing and future parks throughout the County to incorporate elements that are inclusive and welcoming for all residents.

PASSED and ADOPTED this 23rd day of June, 2026.

BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY, NEW MEXICO

Manuel A. Sanchez, District 5, Chair	**For/Against**
Gloria Gameros, District 2, Vice-Chair	**For/Against**
Christopher Schaljo Hernandez, District 1	**For/Against**
Patricia S. Kimble, District 3	**For/Against**
Susana Chaparro, District 4	**For/Against**

ATTEST:

Amanda López Askin, Ph.D.
County Clerk

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

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

Doña Ana County Manager's Office	June 23, 2026
Initiating Department	**Meeting Date**
Stephen Lopez, Assistant County Manager	19
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE RESOLUTION ESTABLISHING RECORDS RETENTION SCHEDULE.

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

The Board of County Commissioners of Doña Ana County will consider a Resolution to ensure that all Records in Doña Ana County are classified, retained and disposed of following all statutory and Administrative schedules. To ensure such compliance, Doña Ana County shall implement the Record Retention Policy

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Records Retention Schedule
Resolution

SUMMARY OF FINANCIAL IMPACT

None at this time

ADMINISTRATIVE REVIEW AND APPROVAL

Stephen Lopez, Assistant County Manager	Created/Initiated - 6/18/2026
Scott Andrews, County Manager	Final Approval - 6/18/2026

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County
BOCC Agenda Item Executive Summary

Meeting Date:

June 23, 2026

Agenda Item Title:

Approve Resolution Establishing Record Retention Schedule

Overview:

The Board of County Commissioners of Doña Ana County will consider a Resolution to ensure that all records in Doña Ana County are classified, retained and disposed of following all statutory and administrative schedules. To ensure such compliance Doña Ana County shall implement the Record Retention Policy.

Doña Ana County Record Retention Schedule

Created June 23, 2026

Purpose: Doña Ana County recognizes a need to maintain certain documents, but realizes that paying to store documents that are antiquated, unnecessary, or of no value, whether through an outside company or by utilizing County buildings which could be put to a more beneficial use, is not a fiscally responsible manner of utilizing taxpayer funds. This policy outlines the responsibilities and procedures for the retention, transfer, and lawful destruction of public records in compliance with New Mexico statutes. The purpose is to ensure proper maintenance, preservation, or lawful disposal of records in a manner that protects legal, historical, and administrative interests.

Policy: With the exception of documents, the law requires to be maintained in their original form, any paper document that can be converted to digital or electronic format should be converted and electronically saved in accordance with NMSA § 14-16-12.

All records, including electronic records, may be destroyed after obtaining approval from the State Records Administrator and in accordance with the timeline included in Table 1 (attached).

In accordance with NMSA Section 14-1-8, County record custodians may not destroy records unless they adhere to the following procedures.

1. A formal written notice must be sent via registered or certified mail to the State Records Administrator at the State Records Center in Santa Fe, NM.
2. The notice must include
    i. The date of the proposed destruction.
    ii. A description of the records, including type and date.
3. The notice must be sent at least 60 days prior to the proposed destruction date.
4. If the State Records Administrator determines that any of the records should be preserved, the documents must be made available to transfer to the State Records Center.

No employee may destroy official records without this formal process and prior approval.

Retention of copies: Unless specified otherwise in this retention schedule, copies of public records used for administrative purposes may be destroyed once they are no longer needed. Copies are considered transitory records and should be retained only as long as necessary to fulfill their administrative function.

Table 1 contains the most common categories of documents which are used by the County, but may not cover every document. If a document or documents do not appear to be covered by Table 1, the Department Head should determine the category that most closely describes the document in question and retain the document for the longest amount of time found under that category.

A primary department will be assigned to serve as record custodian for the types of records identified in Table 1. Other departments may have or maintain the same or similar types of records. The primary department identified will not indicate the department that should maintain the records. Each department shall be responsible for maintaining the records belonging to that department; and each department shall be responsible for requesting authorization to destroy records from the State Records Administrator.

Table 1

Record Type	Description	Record eligible for requested destruction after…
Accidents – General	Records related to reporting damage to County owned and operated property including, but not limited to, claims.	3 years after file closed
Accidents – Fatality – Law Enforcement Records	Records related to accident reports and incidents involving fatalities	25 years from date file closed
Accident and Incidents – Law Enforcement Records	Records related to accident report and incidents	10 years from date file closed
Administration – General	General reports not identified in other classifications.	2 years from date file created
Awards & Proclamations by BOCC/County Manager	Records related to awards and recognition issued by the Board of County Commissioners or the County Manager.	Permanent – transferred to archives one year from date filed closed
Awards – Employee & Other	Records related to programs that award and recognize employee contributions to improvements in service, operations and the work environment.	5 years from date file closed
Building Files – Govt. Facility	Records related to government owned buildings and facilities including, but not limited to, capital improvements, as-built and as-constructed drawings, does not include routine maintenance and construction projects.	Permanent, transfer to archives 5 years from date file closed
Calendars/Schedules	Appointments and schedules and related records.	1 year after close of calendar year in which created
Complaints – General	Records related to complaints by the public relating to policies, procedures or business practices including, but not limited to, filing forms, recommendations, responses and resolution.	4 years from date file closed
Computer Systems & Network	Records related to development and maintenance of voice and data networks, infrastructure and computer applications.	1 year after superseded or obsolete
Constituent Requests/Responses	Records related to constituent requests and responses.	10 years after close of calendar year in which created

Record Type	Description	Record eligible for requested destruction after…
Construction Project – Capital Projects	Records relating to construction projects for buildings, roads, bridges, etc., including designs, specifications, and construction using capital funds	Permanent – transfer to archives 5 years from date file closed.
Correspondence – General	Routine correspondence and related records of day-to-day office administration and not identified in other classifications.	1 year after close of calendar year in which created
E-Mail - SPAM/Malware/Ads	E-mails that are unsolicited and are filtered out by security settings as being SPAM, malware, phishing, or advertisements	Delete immediately
Notes – Temporary	Notations made on mark boards, to-do lists, and reminders.	Dispose of when no longer needed
Photos, Videos	Handle based on purpose and relation to other categories (e.g., If related to a disaster response, it would be a disaster record. If related to a training course, it would be a training record.)	See appropriate section
Cell Phone Text Messages – County	Handle based on purpose and relation to other categories (e.g., If related to a disaster response, it would be a disaster record. If related to a training course, it would be a training record.)	See appropriate section
Cell Phone Text Messages - Personal phone with allowance	If County business has been conducted on a personal phone when an allowance is paid, handle based on purpose and relation to other categories.	See appropriate section
Voice messages	Voice messages on phone lines	Delete after retrieved
Employee Records – General Contributing	Records related to an individual employee who contributes to a retirement plan; does not include medical files.	50 years from date file created
Employee Records – Non-Contributing	Records related to an individual employee who does not contribute to retirement plan; does not include medical files.	3 years from separation of employment
Employee Drug & Alcohol Testing	Records related to drug and alcohol testing of employees.	5 years after termination of coverage or file closed
Employee Benefits – Enrollment & Claims	Records related to employee enrollment in government benefit plans.	5 years after termination of coverage or file is closed

Record Type	Description	Record eligible for requested destruction after…
Employee Benefits – Plans	Records related to benefit plans and statements.	10 years after file closed
Employee Evaluations – Performance	Performance evaluations and related records.	3 years after separation from employment
Employee Grievances, Investigations, Discipline	Records related to filing of grievances and investigations related to employees.	3 years after separation from employment
Employee Injuries and Accidents	Records related to incidents including minor injury reports	3 years from date file close
Employee Leave	Employees leave records and related records.	3 years after close of fiscal year in which created
Employee Medical – General	Records related to employee medical records excluding cases of hazardous material exposure.	3 years after separation from employment
Employee Medical – Hazardous Materials	Records related to employee medical records specific to cases of hazardous material exposure.	30 years after separation from employment
Employee Recruitment	Records related to recruitment of employees.	3 years from date file closed
Employee Retirement Contributions	Record related to membership and contribution to retirement funds and plans for employees.	65 years from date file created
Employee Time & Attendance	Records related to reporting and approving employee attendance.	1 year from the close of the fiscal year in which file closed
Employee Training Certificates & Records – Not Otherwise Specified	Records related to employee's training history.	3 years after separation from employment
Employee Worker Compensation, Injury Claims, & Unemployment	Records related to workers' compensation and unemployment claims.	3 years from date file closed
Employee Worker Compensation Accident Reporting	Records related to workers' compensation administration accident reporting.	60 years from date file closed
Workers Compensation Report of Injury	Records related to reports of injuries resulting in no action or claim	2 years from date created
Employment Screening	Records related to pre-employment screening.	5 years from date file created
Employee Positions and Classifications	Records related to preparation of job descriptions and position classifications.	3 years from date file closed
Labor Relations	Records related to labor relations.	3 years from date file closed

Record Type	Description	Record eligible for requested destruction after…
Infrastructure Projects	Records related to the planning, design and construction of specific projects including, but not limited to, facility and infrastructure projects.	Permanent – transfer to archives 25 years from date file closed
Maintenance – Roads, Bridges, Dams Recommended	Records related to the inspection or preventive maintenance of roads, bridges, or dams	5 years from end of calendar year in which inspection or maintenance performed. This may include capital expenditures.
Insurance Certificates and Bonds	Records of insurance certificates and bonds provided by contractors, vendors and other non-governmental entities.	10 years from date file closed
Insurance Policies	Records related to insurance of government owned and operated property and assets	10 years from date file closed
IPRA Requests	Records related to requests for information under the Inspection of Public Records Act including, but not limited to, tracking, responses and written explanations of denials.	4 years from date request is deemed by the public body to be fulfilled or denied.
General Liability Claims	Records related to general liability claims.	3 years after close of calendar year in which closed
Logs	Logs used to monitor or control.	Destroy when no longer needed for reference.
Maintenance & Repair	Records related to the maintenance and repair of government owned and operated buildings and facilities.	3 years after close of fiscal year in which closed
Maps, Drawings, Plans – Not otherwise specified	Maps, drawings or plans of government owned assets including, but not limited to, property, facilities, buildings and infrastructure.	Permanent, transfer to archives when no longer needed for reference
Payroll – Reports	Reports for payroll, including deductions and garnishments.	3 years from the close of the fiscal year in which created
Payroll – Register	Payroll registers.	50 years after file creation
Payroll – Taxes	Records related to payroll taxes for employees including, but not limited to, withholding, remittances, filings and returns.	10 years from close of calendar year in which created
Planning and Development	Records related to planning and development.	Permanent – transfer to archives 5 years from date closed
Press and News Releases	Records related to official County press, news releases and notices.	Permanent – transfer to archives 5 years from date file is created

Record Type	Description	Record eligible for requested destruction after…
Publicity & Promotion	Records related to marketing of the County including, but not limited to, advertising and public relations with the media including newspapers, television and magazines.	Permanent – transfer to archives 5 years from date file created
Publications	Publications intended for distribution to the public.	Permanent – transfer to state library when published
Program and Project Files	Records related to administrative programs and projects not identified in other classifications.	5 years after file closed
Reports – General	General reports not identified in other classifications.	2 years after close of calendar year in which created
Reports – Statistical	Statistical reports.	5 years after close of calendar year in which created
Reports – Historical	Historical reports, including but not limited to: vital records, natural records, emissions, professional licensure registries, disease management, rural health care, student nutrition, emergency response, homeland security, infrastructure, tribal education and statutory required reports: including those not identified in other classifications	Permanent, transfer to archive from 1 year of file created.
Safety, Security, Access	Records related to security and access to County owned or operated buildings or information technology.	3 years after file closed
Surveys – Opinions or Feedback	Surveys or questionnaires and related records.	5 years from date file created
Vehicle Files	Records related to vehicles including, but not limited to, history, maintenance, repairs, logs, manuals and operating procedures.	3 years after disposition of vehicle
Volunteer	Records related to volunteers.	5 years after last date of volunteering; if becomes employee, then transfer to employee file
Waivers & Releases	Waivers and releases of liability and related records.	2 years after date file closed
Website & Web Management	Records related to County websites, social media pages, and other online platforms, including design, graphics, format, and links.	3 years after replaced or removed

Record Type	Description	Record eligible for requested destruction after…
Work Orders	Requests for repairs or service of property, internal to County.	1 year after close of calendar year in which created
E-Mails – General Correspondence	E-mails sent or received by County personnel	1 year from end of calendar year in which sent/received
E-Mails – Legal, Policy, Compliance	E-mails sent regarding policy, legal, or compliance issues	7 years from end of calendar year in which sent/received
Grant Documents – General	Grant applications, award letters, administration, and supporting reports and documents	3 years after grant ends or 7 years after final closeout, whichever is longer
Accounts Payable	Records relating to accounts payable, including but not limited to purchasing and reimbursements	6 years from date audit report released
Accounts Receivable	Records related to accounts receivable including, but not limited to, invoicing.	6 years from date audit report released
Account Transfers	Records relating to transferring of funds.	3 years from date audit report released
Collections	Records related to collections of funds including, but not limited to, bankruptcy.	3 years from date audit report released
Donations	Records related to donations of funds and assets to or from a government entity.	3 years from date audit report released
Funds Management	Records related to the management of funds including, but not limited to, inmate and patient funds.	3 years from date audit report released
Journal Entries	Journal entries.	3 years from date audit report released
Ledgers	Records relating to ledger management.	3 years from date audit report released
Reports – Accounting	Records related to accounting processes and controls.	1 year from date audit report released
Fixed Assets	Records related to the control of fixed assets.	3 years from date audit report released
Inventories – General	Records related to the control of supplies and stock inventory.	3 years from date audit report released
Inventories – Equipment	Records related to equipment acquisition and inventory	5 years from disposal
Surplus and Disposal	Records related to the disposal of surplus equipment.	3 years from date audit report released
Bank Relationship	Records relating to the establishment, maintenance and termination of bank accounts.	3 years from the close of the fiscal year in which file closed

Record Type	Description	Record eligible for requested destruction after…
Statements and Reports – Bank Administration	Records related to bank account and credit card statements and reconciliations.	3 years from date audit report released
Annual Budget	Records related to the request, recommendation and approved annual budget.	Permanent, transfer to archives when no longer needed for reference
Reconciliations and Balancing	Records related to reconciliations and balancing for financial reports and statements.	3 years from date audit report released
Case Files – Loans	Records related to loan programs including, but not limited to, loan documents and tracking.	3 years from close of fiscal year in which file closed
Investments	Records related to investments including, but not limited to, bonds, debt issuance and certificates of deposit.	6 years from date file closed
Statements and Reports – Investment	Records related to investment statements and reports.	3 years from the date file closed
Bids, Proposals, and Quotes	Bids, quotes and proposals and related records.	3 years from date file closed
Vendor Management	Records related to management of vendors.	3 years from date file closed
Exemptions	Records related to exemptions from taxation.	1 year from close of calendar year in which file created
Reports – Tax	Tax reports.	10 years from close of calendar year in which file closed
Tax Assessments	Records related to the general assessment of taxes, reductions and refunds, including, but not limited to, cigarette, alcohol, road and fuel, lodgers, estate, corporate, personal and employer tax.	10 years from close of calendar year in which file created
Valuations	Records related to valuation for tax purposes not identified in other classifications.	10 years from close of calendar year in which file created
Valuations – Historical	Records related to valuations for tax purposes including, but not limited to, tax schedules and annual renditions.	Permanent, transfer to archives five years from close of calendar year in which file created
Unclaimed Property	Records related to unclaimed property. See NMSA, Section 7-8A-21. See Exhibit G.	10 years after the holder files the reports, unless a shorter period is provided by rule of the administrator

Record Type	Description	Record eligible for requested destruction after…
Detention Center	Records related to accreditation and certification of correctional facilities.	5 years from date file closed
Individual Certification	Records related to accreditation and certification of individuals who meet specified criteria.	5 years from date individual is no longer certified
Environmental	Records related to oversight of environmental programs, including SWIPP	permanent, transfer to archives 5 years from date file closed
Federal Compliance and Monitoring	Records related to oversight and federal compliance reporting.	3 years from date file closed
Financial – Audits	Records related to financial audits of agencies and programs.	3 years from the close of the fiscal year in which file created
General – Audits and Compliance	Records related to general compliance and audits of agencies and programs.	5 years from date file closed
Insurance	Records related to oversight of insurance companies and agencies.	10 years from date file closed
Appointments – Election	Records related to appointments of election management positions.	2 years from date file closed
Candidacy	Records related to candidacy including, but not limited to, nominating petitions.	2 years from date file closed
Canvass	Canvass of an election.	Permanent, transfer to archives five years from date file closed
Election Administration	Records related to the preparation of the canvass for elections in which no federal candidate appears on the ballot including, but not limited to, ballots, voting permits, signature rosters and tally sheets.	45 days from date file closed
Financial – Campaign	Records related to candidate, elected and appointed officials financial records.	Permanent, transfer to archives 10 years from date file closed
Election Investigations	Records related to election investigations.	Permanent, transfer to archives 5 years from date file closed
Petitions	Records related to petitions, not including nominating petitions.	Permanent, transfer to archives 5 years from date file closed
Election Reports	Records related to the reporting on the administration and management of elections.	2 years from date file closed
Voter Registration	Records related to voter registration.	6 years from date file closed
Air, Land, and Water Quality	Records related to environmental compliance for air, land and water quality.	Permanent, transfer to archives 5 years from date file closed

Record Type	Description	Record eligible for requested destruction after…
Environmental Consents and Clearances	Records related to environmental consents and clearances.	Permanent, transfer to archives 5 years from date file closed
Environmental Impact Statements	Environmental impact statements and related records.	Permanent, transfer to archives 5 years from date file closed
Remediation – Superfund	Records related to remediations involving superfunds.	Permanent, transfer to archives 5 years from date file closed
Reviews and Monitoring	Records related to environmental reviews and monitoring.	3 years from date file closed
Storage Tanks	Records related to the installation, remediation and removal of storage tanks.	Permanent, transfer to archives 5 years from date file closed
Water Facilities – Environment Management	Records related to water facilities.	Permanent, transfer to archives 5 years from date file closed
Water Pollution	Records related to water pollution including, but not limited to, national pollutant discharge elimination system (NPDES) permits and reporting.	Permanent, transfer to archives 5 years from date file closed
Appointments – Governance	Records related to appointments not identified in other classifications.	2 years from date file closed
Bylaws	Bylaws.	Permanent, transfer to archives 5 years from date file closed
Meetings	Records related to meetings of statutory and policy making bodies including, but not limited to, minutes and not identified in other classifications.	Permanent, transfer to archives 5 years from date file closed
Oaths of Office	Oaths of office and related records.	Permanent, transfer to archives 1 year from date file closed
ADA Accommodations	Records related to accommodations for disabilities under the Americans with Disabilities Act.	3 years from date file closed
Investigations – Civil and Human Rights	Records related to civil and human rights investigations including, but not limited to, grievances and complaints.	Permanent, transfer to archives 5 years from date file closed
Air Quality	Records related to inspections and testing of air quality.	5 years from date file closed
Asbestos	Records related to inspections and monitoring of asbestos.	Permanent, transfer to archives 5 years from date file closed
Construction Material Samples	Records related to inspections and monitoring of samples of construction materials.	Destroy 20 years from date file closed
Building and Construction	Records related to inspections and monitoring of building and construction.	10 years from date file closed

Record Type	Description	Record eligible for requested destruction after…
Infrastructure – Inspections and Monitoring	Records related to inspections and monitoring of infrastructure including, but not limited to, safety.	Permanent, transfer to archives 25 years from date file closed
Equipment & Vehicles	Records related to inspections and monitoring of equipment and vehicles.	3 years from date file closed
Equipment – Radioactive	Records related to inspections and monitoring of radioactive equipment.	Destroy 75 years from date file closed
Fire and Electrical	Records related to inspections for fire prevention and fire protection for buildings, facilities and structures including, but not limited to, fire reports.	3 years from date file closed
General – Inspection	Records related to general inspections and tests, not identified in other classifications.	5 years from date file closed
Surveillance Cameras – General	Records related to surveillance cameras, not including detention and law enforcement.	90 days after created unless otherwise needed
Hazardous Materials – Facility Inspections – OEM	Inspection of hazardous materials sites for Tier II Compliance	5 years after calendar year of inspection
Hazardous Materials	Records related to inspections and testing of hazardous materials, excluding OEM Tier II Compliance inspections.	Permanent, transfer to archives 25 years from date file closed
Herbicide, Pesticide, and Chemicals	Records related to inspections and testing of herbicides, pesticides and chemicals.	10 years from date file closed
Hospitals and Medical Facilities	Records related to inspections of hospitals and medical facilities.	5 years from date file closed
Investigations – Inspections and Monitoring	Records related to inspections and investigations not identified in other classifications.	25 years from date file closed
Trade and Service Marks, Brands	Records related to the monitoring of trade and service marks.	Permanent, transfer to archives 5 years from date file closed
Water Facilities – Inspections and Monitoring	Records related to inspections of water treatment facilities.	Permanent, transfer to archives 5 years from date file closed
Water Quality	Records related to the inspection and testing of drinking and potable water.	10 years from date file closed
Ordinances & Resolutions	Records related to ordinances and resolutions.	Permanent, transfer to archives 5 years from date file closed

Record Type	Description	Record eligible for requested destruction after…
BOCC Meetings	Board of County Commissioner Meetings and Work Sessions	Permanent, transfer to archives 15 years from date file created
Meetings – Other	Records of meetings of established bodies, boards, committees other than the BOCC, including agendas, minutes, and presentations	5 years from date of meeting
Lobbyists	Records related to lobbyists.	10 years from date file closed
Orders and Proclamations	Proclamations by the BOCC or County Manager	Permanent, transfer to archives from date file closed
Worker Compensation Inspections & Investigations	Records related to occupational safety and health compliance inspections and investigations.	10 years from date file closed
Short-term Permits	Records related to short-term permits not identified in other classifications.	3 years from date file closed
Policies and Procedures	Policies and procedures including, but not limited to, code of conduct.	Permanent, transfer to archives 1 year from date superseded or obsolete
Standards	Records related to standards and best practices including, but not limited to, information technology standards.	Permanent, transfer to archives 1 year from date superseded or obsolete
Conversion Authorization	Records related to the conversion of public records from one media format to another.	Permanent, transfer to archives 5 years from date file closed
Disposition Authorization	Records related to the disposition of public records including, but not limited to, approvals.	25 years from date file closed
Records Custody	Records related to withdrawal and receipt of records.	25 years from date file closed
Agreements – Other	Records related to agreements not identified in other classifications.	6 years from date file closed
Interstate Compacts/ Agreements	Interstate compacts and agreements and related records.	Permanent, transfer to archives 5 years from date file closed
Cooperative Agreements	Cooperative agreements including, but not limited to, memoranda of understanding.	Permanent, transfer to archives 5 years from date file closed
Goods & Services	Records related to contracting of goods and services.	6 years from date file closed
Leases	Leases and related records, does not include mineral leases.	6 years from date file closed

Record Type	Description	Record eligible for requested destruction after…
Settlements	Records related to settlements of contract or agreement disputes.	14 years from date file closed
Advice & Opinions	Records related to research and correspondence related to legal issues including, but not limited to, precedents and opinions.	Permanent, transfer to archives 3 years from date file closed
Bonds	Statutory or Court ordered bonds and related records.	3 years from the close of the fiscal year in which created
Extraditions and Requisitions	Records related to extraditions and requisitions.	3 years from date file closed
Hearings and Appeals	Records related to hearings and appeals.	10 years from date file closed
Hearings and Appeals – Historical	Records related to hearings and appeals which affect public policy.	Permanent, transfer to archive 10 years from date file closed
Investigations – Legal Matter Management	Records related to investigations with merit of alleged criminal activities and not identified in other classifications.	10 years from date file closed
Legal Case Files	Legal case files other than historical case files.	15 years from date file closed
Missing Person Files	Missing person files and related records.	Permanent, transfer to archives 5 years from date file closed
Waivers and Releases – Legal Matter Management	Records related to waivers and releases.	2 years from date file closed
Victim Claim Files	Victim claim files and related records.	100 years from date of birth of claimant
Legal Case Files – Dismissed	Dismissed case files.	1 year from date file closed
Business Licenses	Records related to licenses for businesses not determined to be historical.	10 years from date entity is no longer licensed

Record Type	Description	Record eligible for requested destruction after…
Business Licenses – Historical	Records related to licenses for businesses including, but not limited to, financial institutions, funeral homes, zoo, burial transit, child placement agency (foster care), private investigation, construction/contractor, liquid petroleum and natural gas, liquor license, private post-secondary institution, higher education distance learning, small brewer, winegrower or craft distiller, body art, medical marijuana producer and racing establishments.	Permanent, transfer to archives 10 years from date file closed
Motor Vehicle Titles	Records related to motor vehicle titles.	25 years from change of ownership or disposal
Registrations	Records related to motor vehicle titles and registration.	3 years from date file closed
Notary	County maintained notary records	Permanent, transfer to archives 5 years from date file closed
Professional Licenses – Historical	Records related to professional licenses required by the County related to professionals who are employed by the County, including, but not limited to, attorney, architect, certified public accountants, pharmacist, polygraph examiner, private investigator, physician, physician's assistant, nursing, radioactive material licensee	Permanent, transfer to archives 10 years from date file closed
Appraisals – Valuations	Records related to appraisals for valuation, does not include tax valuations.	5 years from date file closed
Land and Easements	Records related to property rights, exchanges, sale or acquisition of land including, but not limited to, easements.	Permanent, transfer to archives 5 years from date file closed
Rights of Way	Records related to property rights of way.	Permanent, transfer to archives 5 years from date file closed
Water Rights	Records related to water rights and permits.	Permanent, transfer to archives 5 years from date file closed
Surveys and Inspections	Records related to surveys and inspections.	5 years from date file closed
Veterinarian Client /Patient Files	Veterinarian client/patient records.	4 years from date file closed.

Record Type	Description	Record eligible for requested destruction after…
Natural Resources	Records related to the management of natural not identified in other classifications	Permanent, transfer to archives 5 years from date file closed
Facilities: Parks, Trails, Recreation Areas	Records related to the management of county parks, trails, and facilities	Permanent, transfer to the archives 10 years from date file closed
Hazardous Waste	Records related to hazardous waste, materials and biohazards, including agency programs and response.	30 years from date file closed
Radioactive Material	Records related to the receipt, maintenance and disposal of radioactive material.	Permanent, transfer to archives 5 years from date file closed
Material Safety Data Sheets	Records related to identifying hazardous materials and chemicals including, but not limited to, use and analyses.	30 years from date file closed
Analysis – X-Ray and Chemical	Records related to the analysis of x-rays and chemicals.	12 years from date file closed
Drugs and Controlled Substances	Records related to drugs and controlled substances including, but not limited to, inventories and prescriptions.	3 years from date file closed
Patient Management	Records related to management of patients including, but not limited to, accounts and client files.	10 years from date file closed
Patient Records – Adults	Adult patient records	10 years from date file closed
Patient records – Minors	Patient records for minors nine years of age or over **at** date of last discharge	10 years from date of last discharge
Complaints and Investigations – Detention Center	Records related to investigations including, but not limited to, shakedown, site or staff and search logs.	10 years from date file closed
Inmate Files – Adult - Detention Center	Jail inmate files.	10 years from date file closed
Inmate Files – Juveniles – Detention Center	Juvenile inmate files.	22 years from date of birth
Inmate Mail	Records related to offenders mail including, but not limited to, unidentified foreign objects.	5 years from close of calendar year in which file closed
Programs – Detention Center	Records related to inmate programs including, but not limited to, medical and recreational.	3 years from date file closed
Safety Records – Detention Center	Safety records.	5 years from the close of the calendar year in which file created
Security & Access – Detention Center	Records related to security and access.	5 years from date file closed

Record Type	Description	Record eligible for requested destruction after…
Surveillance – Detention Center	Records related to surveillance including, but not limited to, radio, telephone and cameras.	2 years from date file closed
Unit Files – Detention Center	Records related to unit files.	3 years from date file closed
Disaster Files – OEM	Records related to management and history of disasters.	Permanent, transfer to archives 5 years from date file closed
Emergency and Fire Drills – County	Records related to emergency and fire drills.	1 year from date file closed
Disaster Response	Records related to responses to a disaster or emergency situation including, but not limited to, communications with responding agencies, details of the activation and all documentation or issues relating to or arising from the disaster.	7 years from date file closed
Disaster Plans – OEM FEMA	Records related to disaster plans, including continuity of governance, continuity of operations, emergency operations, mitigation, and tactical interoperability	7 years after replaced with most recent version
Accidents and Incidents – Law Enforcement Records	Records related to accident reports and incidents.	10 years from date file closed
Accidents and Incidents – Fatality - Law Enforcement Records	Records related to accident reports and incidents involving fatalities.	25 years from date file closed
Case Files – Law Enforcement	Law enforcement case files.	10 years from date file closed
Citation Management – Law Enforcement	Records related to the management of citations, including, but not limited to, parking, traffic or game and fish violations; does not include DUI citations.	3 years from date file closed
Citation Management – DUI – Law Enforcement	Records related to the management of DUI citations.	55 years from date file closed
Evidence – Law Enforcement	Records relating to the tracking and disposition of evidence.	3 years from the close of the fiscal year in which file closed
Fingerprint Identification – Criminal	Records related to criminal fingerprint identification.	99 years from date file created

Record Type	Description	Record eligible for requested destruction after…
Fingerprint Identification – Noncriminal	Records related to non-criminal fingerprint identification.	Destroy upon completion of report
Sex Offender Registry	Records related to sex offender registration.	99 years from date file created
Victim Notification	Records related to victim notification program files.	1 year from date file created
Surveillance – Law Enforcement	Records related to surveillance not identified in other classifications.	2 years from date file closed
Training – Fire Fighter	Records related to training for fire fighters including, but not limited to, certifications.	10 years from date individual is no longer employed
Training – Law Enforcement	Records related to training for law enforcement.	10 years from date individual is no longer employed
Training – Emergency Management FEMA	Records related to training covering emergency management – all personnel.	7 years after course completion
Training – Course files	Records related to management of courses not identified in other classifications. Including curriculum, rosters, attendance, and completion of training courses **lesson plans, pre-test, post-test**	5 years from date file closed

DOÑA ANA COUNTY

RESOLUTION NO. 2026-_____

ESTABLISHING DOÑA ANA COUNTY'S RECORD RETENTION SCHEDULE

WHEREAS, Doña Ana County as a local governmental entity is subject to the Public Records Act and New Mexico Administrative Code; and

WHEREAS, The Public Records Act was established to promote transparency, accountability, and informed public participation in government by granting the public the right to inspect and obtain copies of most records maintained by Doña Ana County; and

WHEREAS, The New Mexico Administrative Code creates a schedule that establishes the required period that county records must be maintained; and

WHEREAS, Such Record Retention Policy is created to ensure that all required documents within Doña Ana County are maintained for the required period.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Doña Ana County that all records in Doña Ana County need to be classified, retained and disposed of following all statutory and administrative schedules. To ensure such compliance Doña Ana County shall implement the Record Retention Policy.

RESOLVED this 23rd day of June 2026.

BOARD OF COUNTY COMMISSIONERS OF

DOÑA ANA COUNTY, NEW MEXICO

Manuel A. Sanchez, District 5, Chair	**For/Against**
Gloria Gameros, District 2, Vice Chair	**For/Against**
Christopher Schaljo-Hernandez, District 1	**For/Against**
Patricia S. Kimble, District 3	**For/Against**
Susana Chaparro, District 4	**For/Against**

ATTEST:

_____

Amanda López Askin, Ph.D.

County Clerk

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

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

Community Development **Initiating Department**	June 23, 2026 **Meeting Date**
Christina Ainsworth, Community Development Director, Jonathan Davis, Codes Enforcement Supervisor **Contact Person**	20 **Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

A PUBLIC HEARING TO RECONSIDER RESOLUTION NO. 2026-58 DESIGNATING THE PROPERTY AT 15800 FURNACE AS A DANGER AND MENACE TO THE HEALTH SAFETY AND WELFARE OF THE GENERAL PUBLIC

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

On April 28, 2026, the staff presented a resolution for consideration by the BOCC to designate the property at 15800 Furnace Street a danger and menace to the health safety and welfare of the general public. The resolution was approved and notice provided to the property owner, occupant, or agent. On May 6, 2026, Amberlea Dillon, an occupant of the property submitted a written request for a public hearing.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Recorded Resolution
Hearing Request
Case File
Photos

SUMMARY OF FINANCIAL IMPACT

Estimated approximately $13,000.00

ADMINISTRATIVE REVIEW AND APPROVAL

Christina Ainsworth, Community Development Director	Created/Initiated - 6/10/2026
Christina Ainsworth, Community Development Director	Approved - 6/10/2026
Asma Dawood, Finance Director	Approved - 6/12/2026
Scott Andrews, County Manager	Final Approval - 6/17/2026

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County

Community Development Department

Executive Summary

Meeting Date: June 23, 2026

Agenda Item Title: A Public Hearing to Reconsider Resolution No. 2026-58 Designating the Property at 15800 Furnace as a Danger and Menace to the Health Safety and Welfare of the General Public

Overview:

Request: On April 28, 2026, the staff presented a resolution for consideration by the BOCC to designate the property at 15800 Furnace Street a danger and menace to the health safety and welfare of the general public. The resolution was approved and notice provided to the property owner, occupant, or agent. On May 6, 2026, Amberlea Dillon, an occupant of the property submitted a written request for a public hearing in accordance with 146-4 which states that; “Within 10 days of receipt of a copy of the resolution or of the posting and publishing of a copy of the resolution, the owner, occupant or agent in charge of the building, structure, mobile home, manufactured home or premises shall commence removing the building, structure, mobile home, manufactured home, ruin, rubbish, wreckage or debris, or file a written objection with the County Clerk asking for a hearing before the Board of County Commissioners.”

STATE OF NEW MEXICO

COUNTY OF DOÑA ANA

RESOLUTION No. 2026-58

RESOLUTION PURSUANT TO COUNTY ORDINANCE NO. 146-01, DESIGNATING THE PROPERTY AT 15800 FURNACE STREET, DONA ANA COUNTY, NEW MEXICO, AS A DANGER AND MENACE TO THE HEALTH, SAFETY AND WELFARE OF THE GENERAL PUBLIC

WHEREAS, the Board of County Commissioners, pursuant to NMSA 1978, Sections 3-18-5 and 4-37-1 and County Ordinance No. 146-01, has the authority to adopt a Resolution finding that a particular ruined, damaged or dilapidated building, structure or premises covered with ruins, rubbish, wreckage or debris is a danger or menace to the public comfort, health, peace or safety to the citizens of Doña Ana County, and to require the removal of the building, structure, ruins, rubbish, wreckage or debris

WHEREAS, the building, structure or property which is located and more particularly described as Subdivision: Organ Townsite (Book 3 Page 12) 48, Lot: LT 11, 12 Block 30 Section 2, Town, 22S, Range 3E, located at 15800 Furnace Street, Doña Ana County, New Mexico, has been deemed to be a nuisance endangering the health, safety, and welfare of the residents of Doña Ana County by the Environmental Codes Enforcement Department; and

WHEREAS, the violations of the County's Buildings, Dangerous Ordinance include:

Section 287-3 Solid Waste Accumulation and Disposition:

1. No person shall allow any solid waste to accumulate upon premises which he owns, rents, leases or otherwise occupies or controls except in the manner provided by this article.
2. It shall be unlawful for any person to scatter or distribute solid waste or to distribute the contents of any solid waste receptacles other than dispose of it in conformity with this article. It shall be unlawful for any person to sweep, place, throw, or deposit solid waste upon any street, alley, sidewalk, gutter, storm sewer, parkway, river, stream, lake, pond, arroyo, or other premises within the County, except in receptacles or

G2026-0111 APR 29, 2026 02:30:09 PM PAGES: 4
RESOLUTION Deputy: Jessica Hernandez
Amanda López Askin, County Clerk, Dona Ana, NM

CONTINUATION PAGE 2, RESOLUTION 2026-

containers consistent with the provisions of this article. It shall be unlawful to transport solid waste in such a manner as to cause it to be distributed onto such premises.

WHEREAS, the violations of the County's Buildings, Dangerous Ordinance include:

Section 312 Vehicles Abandoned, Dismantled or Inoperative Vehicles

1. No person shall park, store, leave or permit the parking, storing, or leaving of any motor vehicle of any kind which is abandoned, or which is in a wrecked, dismantled, partially dismantled, or inoperative condition, whether attended or not, or parts of any such vehicle, upon any private or public property within the County for a period of time in excess of 72 hours. The presence of an abandoned, wrecked, dismantled, partially dismantled, or inoperative vehicle or parts thereof on public property or private property in violation of this article is declared a public nuisance.

WHEREAS, when Doña Ana County finds that a ruined, damaged and dilapidated building or a property is covered with ruins, rubbish, wreckage, debris or that any other nuisance defined in the Buildings, Dangerous Ordinance exists, which is a menace to the public safety, health, morals, or welfare, or that its unsightly appearance tends to discourage residential or commercial development in the property's immediate area, the Board of County Commissioners may declare such building, structure or property to be a public nuisance which must be abated by removal or other corrective action in accordance with the County's Buildings, Dangerous Ordinance.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board of County Commissioners hereby declares that the property located 15800 Furnace Street, Doña Ana County, New Mexico, is a danger and menace to the comfort, health, peace and safety of the citizens of Doña Ana County.

2.The owner, occupant or agent in charge of said building is to commence the removal of the building, structure, ruin, rubbish, wreckage and debris on the premises within ten (10) days of service of a copy of this Resolution, or of the posting and publishing of a copy of this

CONTINUATION PAGE 3, RESOLUTION 2026-

Resolution. In the alternative, within the said ten (10) days, the owner, occupant, or agent in charge of the property may file a written objection with the County Clerk, asking for a hearing before this Commission-

3.In the event that the owner, occupant or agent in charge of said property fails within the ten (10) days described above to commence removal or file a written objection asking for a hearing, County staff is hereby authorized to follow the enforcement procedures as set forth in NMSA 1978, Section 3-18-5, and County Ordinance No. 146-01, as well as any other enforcement procedures allowed by law.

(Signatures continue on next page)

CONTINUATION PAGE 4, RESOLUTION 2026-

Resolved in the Board session this **28th** day of **April**, 2026.

BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY, NEW MEXICO

Absent

Manuel A. Sanchez, District 5, Chair **For/Against**

Gloria Cameros, District 2, Vice Chair **For/Against**

Christopher Schaljo-Hernandez, District 1 **For/Against**

Susie Kimble, District 3 **For/Against**

Susana Chaparro, District 4 **For/Against**

ATTEST:

Amanda Lopez Askin, PhD.
County Clerk

From: Frankie Estrada
To: Jonathan Davis
Cc: Christina Ainsworth
Subject: Fw: Resolution number 2026-58 15800 Furnace St Organ NM 88052
Date: Wednesday, May 6, 2026 3:03:51 PM
Attachments: Outlook-42y2il5a.png
Outlook-54ujlntb.png
Outlook-ma3fqkb5
Outlook-2qk3a1ic.png
Outlook-4jhwf24s.png
Outlook-tzjuvufi.png

FYI

Frankie V. Estrada
Codes Enforcement Supervisor
Community Development
Doña Ana County
Phone: 575-525-6116
Cell: 575-319-3060
frankiee@donaana.gov
www.donaana.gov

From: Brandi B. Delgado <brandid@donaana.gov>
Sent: Wednesday, May 6, 2026 2:58 PM
To: Frankie Estrada <frankiee@donaana.gov>
Subject: FW: Resolution number 2026-58 15800 Furnace St Organ NM 88052

Hi Frankie.

Our office received this email this morning.

Thank you,



From: Tamara Lewis <troth35@gmail.com>
Sent: Wednesday, May 6, 2026 4:51 AM
To: DAC Clerk Dept. <dacclerk@donaana.gov>; dillonalea888@gmail.com
Subject: Resolution number 2026-58 15800 Furnace St Organ NM 88052

EXTERNAL EMAIL: Open any links and attachments with caution.

Dear Members of the Board of Commissioners and Dona Ana County Clerk,

I am writing to formally object to your recent resolution regarding the condition of my home. As a single mother, I fully acknowledge the importance of maintaining a safe and orderly home environment. Over the past two months, I have made significant progress in addressing the issues cited. However, I recognize that there is still more to be done.

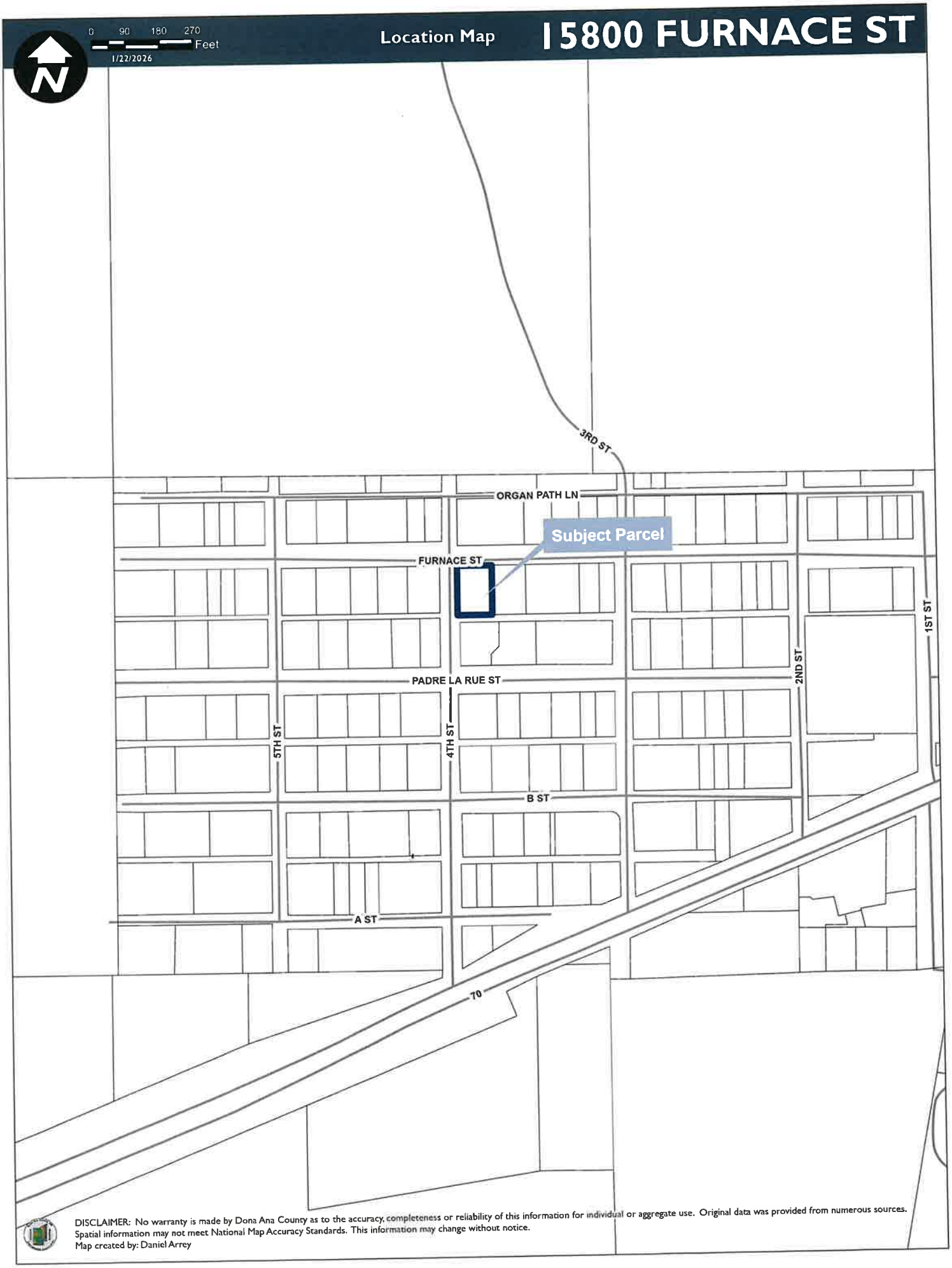
As you are aware the property belongs to Kathy Middour (deceased). I believe that the property was passed down to my boyfriend of the past three years, Patrick Middour. Patrick is currently incarcerated and I have been doing my best to clean up the property in his absence. As you can see from the photos that the codes enforcement officers continually take I have made a great deal of progress. It is my full intention to continue to clean the property and restore it back to its original state. I have a limited income and am working as quickly as I can. If there is any type of funding for people in situations like mine it would be most appreciated if you would inform me of how to apply or take advantage of any and all such programs.

I respectfully request a hearing to discuss my situation further. I would appreciate the opportunity to explain the challenges I face as a single parent and to seek assistance or recommendations that might support me in completing the necessary improvements. It has been difficult to manage everything on my own, and rather than feeling threatened by you, I hope to find a way forward that would rather involve cooperation and support.

Thank you for your time and consideration. I look forward to your response and the possibility of a hearing to resolve this matter.

Sincerely,

Amberlea Dillon
575-294-2862
PO Box 285
Organ, NM 88052


0 90 180 270
Feet
1/22/2026
Location Map
15800 FURNACE ST
3RD ST
ORGAN PATH LN
Subject Parcel
FURNACE ST
1ST ST
2ND ST
PADRE LA RUE ST
5TH ST
4TH ST
B ST
A ST
70
DISCLAIMER: No warranty is made by Dona Ana County as to the accuracy, completeness or reliability of this information for individual or aggregate use. Original data was provided from numerous sources.
Spatial information may not meet National Map Accuracy Standards. This information may change without notice.
Map created by: Daniel Arrey


0 10 20 30
Feet
1/22/2026
Subject Parcel Close Up with 2024 Aerial Photo
15800 FURNACE ST
FURNACE ST
4TH ST
DISCLAIMER: No warranty is made by Dona Ana County as to the accuracy, completeness or reliability of this information for individual or aggregate use. Original data was provided from numerous sources. Spatial information may not meet National Map Accuracy Standards. This information may change without notice.
Map created by: Daniel Arrey

Property Record Card

Doña Ana Assessor

MIDDOUR KATHY J
PO BOX 582
ORGAN, NM 88052

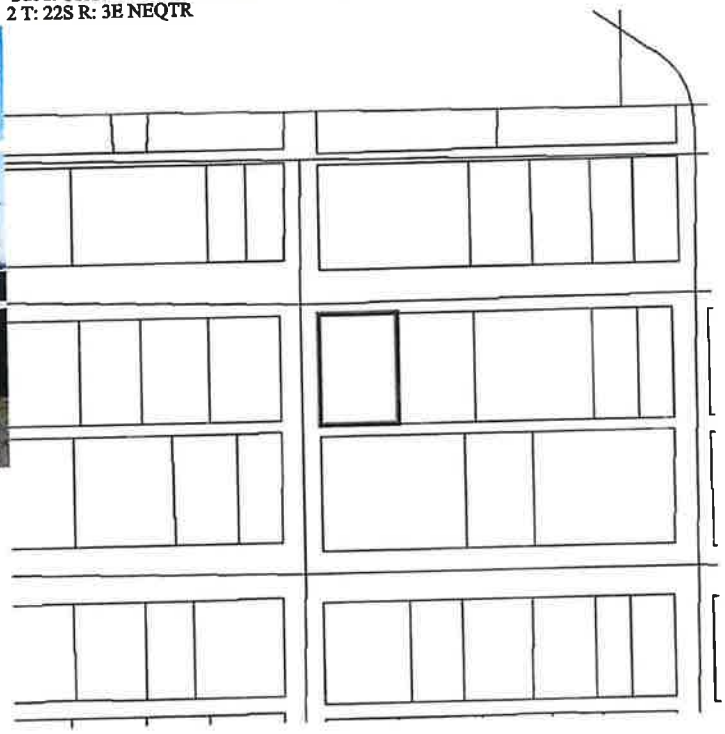
Account: R0317009
Tax Area: 2OUT_R - 2OUT_R
Acres: 0.000

Parcel: 4-017-127-362-176
Situs Address:
15800 FURNACE ST
Organ, 88052

Neighborhood 446 - ORGAN

Legal Description
Subd: ORGAN TOWNSITE (BK 3 PG 12) 48 Lot: LT 11 12 Block: 30 S: 2 T: 22S R: 3E NEQTR





Land Occurrence 1

Property Code	0100 - RESIDENTIAL LAND	Electricity	OE - OVER-ELECTRC
Gas	G - GAS	Measure	SF - PER-SQ-FOOT
Sewer Type	CM - COMM-SEWER	Street Code	A - ASPHALT
Topography Code	L - LEVEL	SQFT	9200
Zoning	T3 - NEIGHBORHOOD EDGE		

SubArea	ACTUAL	EFFECTIVE	HEATED	FOOTPRINT
Sq Ft				
Total				

Residential Occurrence 1

Property Code	0120 - RESIDENTIAL IMPROVEMENT	Actual Year Built	1990
Air Conditioning	E - EVAP-COOLER	Architectural Style	CN - CONVENTIONAL
Baths	1	Bedrooms	2
Building Type	PS - PRNCPL-SNGLE	Condition	AVERAGE
Construction Quality	A - AVERAGE	Heating Fuel	G - GAS
Heating Type	FC - FORCED-CIRCU	Roof Cover	SH - SHINGLE
Roof Structure	G - GABLE	Stories	1.0
Exterior Wall	SF - STUCCO-FRAME	Percent	100

A#: R0317009 P#: 4017127362176 As of: 07/09/2024

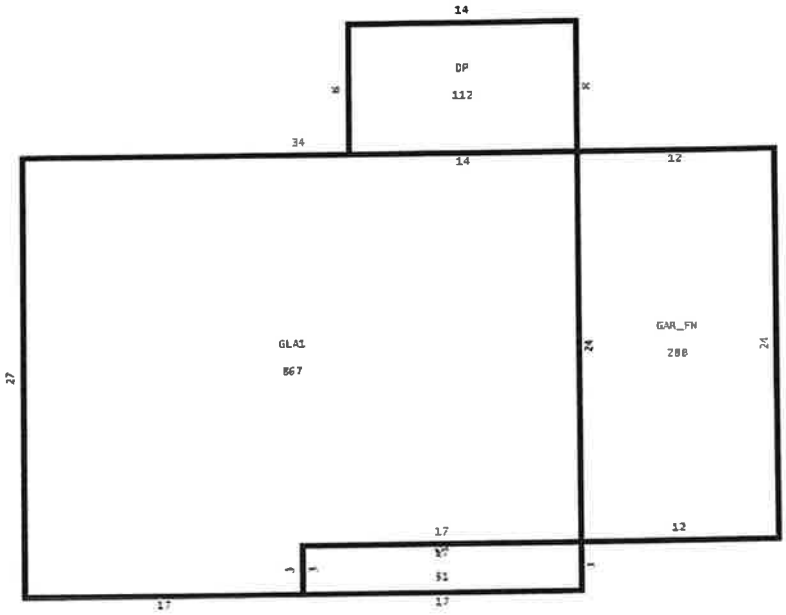
Property Record Card

Doña Ana Assessor

Residential Occurrence 1

Interior Wall SR - SHEETROCK

SubArea	ACTUAL	EFFECTIVE	HEATED	FOOTPRINT
GLA1 - First Floor	867	867	867	867
OP - Open Porch	51	51		51
GAR_FN - Attached Finished Garage	288	288		288
DP - Deck/Porch	112	112		112
Total	1,318.00	1,318.00	867.00	1,318.00



Assessment History

Type	Actual	Assessed
Residential Land	$9,986	$3,329
Residential Improvement	$59,863	$19,954
Actual (2024)	$69,849	
Primary Taxable		$23,283
Exemption Adjustments		
Head of Family		($2,000)
Adjusted Taxable Total		$21,283

mvet

39977

[Space Above This Line For Recording Data]

Form RD 3550-14 NM
(Rev. 11-00)

Form Approved
OMB No. 0575-0172

United States Department of Agriculture
Rural Housing Service

MORTGAGE FOR NEW MEXICO

THIS MORTGAGE ("Security Instrument") is made on October 23 , 2003 . [Date]
The mortgagor is Kathy J. Middour, a single person ("Borrower").

This Security Instrument is given to the United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture ("Lender"), whose address is Rural Housing Service, c/o Centralized Servicing Center, United States Department of Agriculture, P.O. Box 66889, St. Louis, Missouri 63166.

Borrower is indebted to Lender under the following promissory notes and/or assumption agreements (herein collectively called "Note") which have been executed or assumed by Borrower and which provide for monthly payments, with the full debt, if not paid earlier, due and payable on the maturity date:

Date of Instrument	Principal Amount	Maturity Date
10-28-03	$18,753.00	10-28-36
10-28-03	$43,792.77	10-28-36

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the property covered by this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note, and (d) the recapture of any payment assistance and subsidy which may be granted to the Borrower by the Lender pursuant to 42 U.S.C. §§ 1472(g) or 1490a. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Dona Ana, , State of New Mexico:

Lot 11 and 12, Block 30, Organ Townsite, in the County of Dona Ana, State of New Mexico, as shown and designated on the plat thereof,filed in the office of the County Clerk of said County on November 3, 1883, recorded in Book 3 at Page 12, Plat Records, Dona Ana County, New Mexico.

which has the address of 15800 Furnace Street, Organ, NM 88052
[Street] [City]
New Mexico ("Property Address");
[ZIP]

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures which now or hereafter are a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; and (d) yearly flood insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law or federal regulation that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held by a federal agency (including Lender) or in an institution whose deposits are insured by a federal agency, instrumentality, or entity. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If Lender shall acquire or sell the Property after acceleration under paragraph 22, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law or Lender's regulations provide otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied in the following order of priority: (1) to advances for the preservation or protection of the Property or enforcement of this lien; (2) to accrued interest due under the Note; (3) to principal due under the Note; (4) to amounts required for the escrow items under paragraph 2; (5) to late charges and other fees and charges.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Lender has

agreed in writing to such lien or Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

Borrower shall pay to Lender such fees and other charges as may now or hereafter be required by regulations of Lender, and pay or reimburse Lender for all of Lender's fees, costs, and expenses in connection with any full or partial release or subordination of this instrument or any other transaction affecting the property.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurer providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, at Lender's option Lender may obtain coverage to protect Lender's rights in the Property pursuant to paragraph 7.

All insurance policies and renewals shall be in a form acceptable to Lender and shall include a standard mortgagee clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The thirty (30) day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If after acceleration the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation, Maintenance, and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall maintain the improvements in good repair and make repairs required by Lender. Borrower shall comply with all laws, ordinances, and regulations affecting the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender is not required to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Refinancing. If at any time it shall appear to Lender that Borrower may be able to obtain a loan from a responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes, Borrower

will, upon the Lender's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby in full.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured hereby immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower and any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable. This instrument shall be subject to the present regulations of Lender, and to its future regulations not inconsistent with the express provisions hereof. All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

15. Borrower's Copy. Borrower acknowledges receipt of one conformed copy of the Note and of this Security Instrument.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is leased for a term greater than three (3) years, leased with an option to purchase, sold, or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

17. Nondiscrimination. If Borrower intends to sell or rent the Property or any part of it and has obtained Lender's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower, will refuse to negotiate for the sale or rental of the Property or will otherwise make unavailable or deny the Property to anyone because of race, color, religion, sex, national origin, handicap, age, or familial status, and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on dwelling relating to race, color, religion, sex, national origin, handicap, age or familial status.

18. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 13 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

19. Uniform Federal Non-Judicial Foreclosure. If a uniform federal non-judicial foreclosure law applicable to foreclosure of this security instrument is enacted, Lender shall have the option to foreclose this instrument in accordance with such federal procedure.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Property. The preceding sentence shall not apply to the presence, use, or storage on the Property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any federal, state, or local environmental law or regulation.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any hazardous substance or environmental law or regulation of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with applicable environmental law and regulations.

As used in this paragraph "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "environmental law" means federal laws and regulations and laws and regulations of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Cross Collateralization. Default hereunder shall constitute default under any other real estate security instrument held by Lender and executed or assumed by Borrower, and default under any other such security instrument shall constitute default hereunder.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent, or make an assignment for the benefit of creditors, Lender, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to Lender hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future laws.

23. The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid,(c) the debt evidenced by the note and all indebtedness to Lender secured hereby,(d) inferior liens of record required by law or a competent court to be so paid, (e) at Lender's option, any other indebtedness of Borrower owing to Lender, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay Lender's share of the purchase price by crediting such amount on any debts of Borrower owing to Lender, in the order prescribed above.

39977

24. Borrower agrees that Lender will not be bound by any present or future laws, (a) providing for valuation or appraisal of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, or (d) limiting the conditions which Lender may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws.

25. As against the debt evidenced by the note and any indebtedness to Lender hereby secured, with respect to the Property, Borrower (a) hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of valuation or appraisal to which Borrower is or becomes entitled under the laws and constitution of the jurisdiction where the Property lies, and (b) hereby agrees that the period in which the Property may be redeemed shall be limited to one month from the date of sale.

26. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box]

☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider executed by Borrower and recorded with this Security Instrument.

Kathy J. Middour
KATHY J. MIDDOUR *Borrower*

Borrower

39977

ACKNOWLEDGMENT

OCT 29 2003
5:22 P
474 147-152

STATE OF NEW MEXICO }
COUNTY OF Dona Ana } *ss :*

The foregoing instrument was acknowledged before me this 28th day of October, 2003 by Kathy J. Middour.

Notary Public

My commission expires the 2nd day of February, 2005

(SEAL)

STATE OF NEW MEXICO COUNTY CLERK DONA ANA COUNTY

Page 6 of 6

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FILED

Sec 1,2,35&36

MAP

OF THE

ORGAN TOWN SITE.

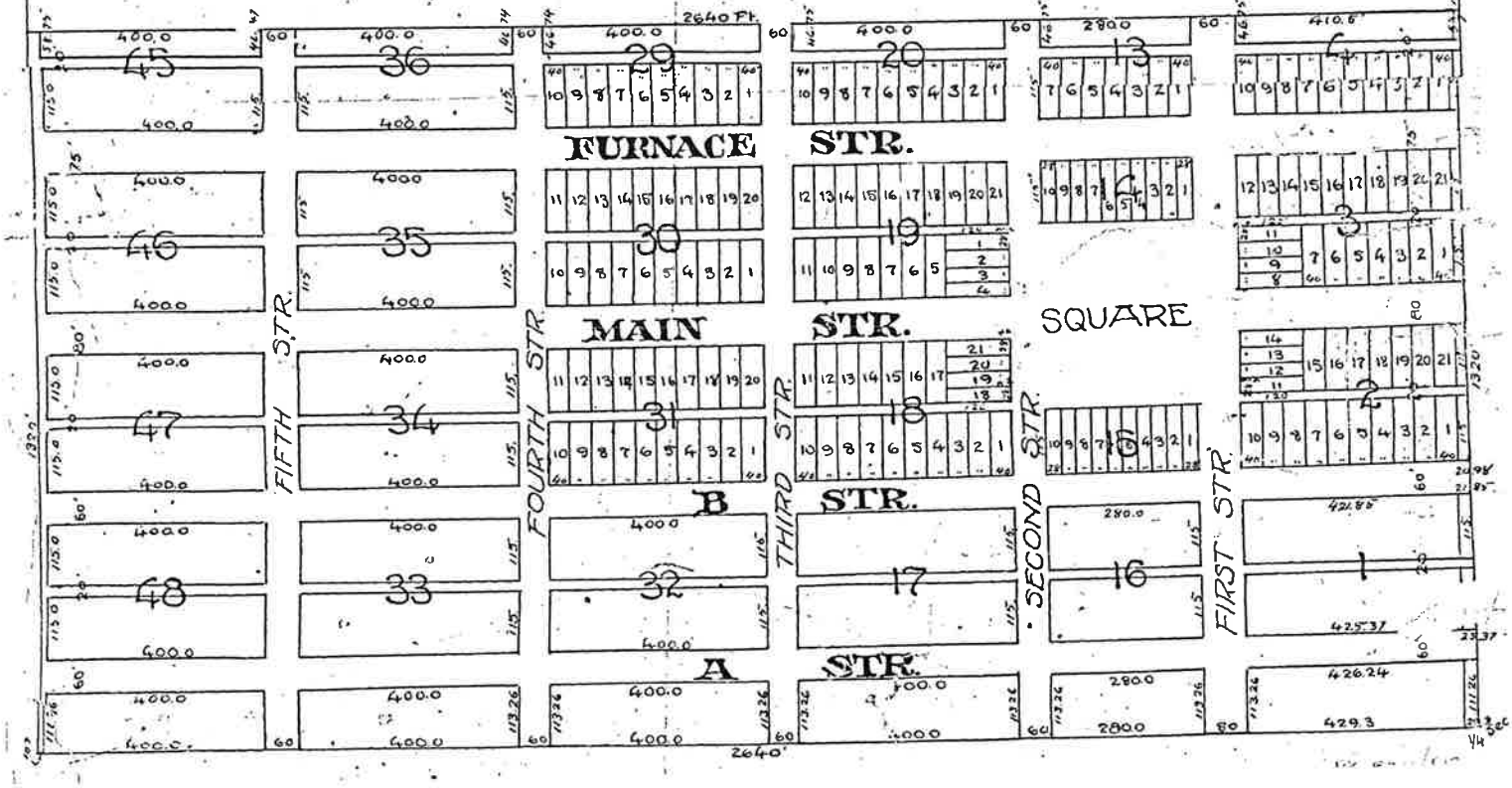
DONA ANA COUNTY. NEW. MEX.

T. 22 S. R. 3 E.

THE S ½ OF THE NE ¼ OF SEC. 2.

Scale 200 ft. to one Inch

SURVEYED 1882



#48

Filed in my office this
day of May A.D. 19
S. L. APODACA
COUNTY CLERK
By A. C. Lopez

Re-filed
#48

Doña Ana County
Codes Enforcement
Violation Notice

FILE # 24-4188-00075

DATE: JULY 9, 2024

CORELOGIC TAX SERVICES
3001 HACKBERRY RD
IRVING TX 75063

Location of violation(s): 15800 FURNACE ST ORGAN, NM 88052

The Doña Ana County Codes Enforcement Office has determined that you are in violation of the following County Code(s):

- [X] Accumulation of Solid Waste (County Code 287-3)
- [ ] Accumulation of Construction Materials (County Code 287-5)
- [ ] Accumulation of Junk Vehicles (County Code 287-3 & 312-3)
- [X] Prohibited Acts Trash or Litter (County Code 287-3)
- [ ] Weeds (County Code 287-3)
- [ ] Uncovered Trash trailers and Containers (County Code 287-4)
- [ ] Wastewater (County Code 287-3)
- [ ] Graffiti (County Code 220-22)
- [ ] Hazardous Waste (County Code 287-3)

Description of Violation: The above property is in violation of the Dona Ana County Code(s) as indicated above. To avoid a Criminal Complaint being filed against you in Magistrate Court, you must come into compliance on the violation(s) by **AUGUST 9, 2024**.

You are being issued a warning at this time for the above-described violation(s). You must contact my office within **TEN (10)** days of the date of this letter to discuss correction. Failure to respond **and** correct the violation(s) will result in charges being filed. **This will be your only notice.**

Thank you,

OFFICER J. DAVIS #4188
Doña Ana County
Codes Enforcement
(575) 525-6114
jonathand@donaanacounty.org

Doña Ana County
Codes Enforcement
Violation Notice

FILE # 24-4188-00075

DATE: JULY 9, 2024

UNITED STATES DEPARTMENT OF AGRICULTURE
C/O CENTRALIZED SERVICING CENTER
PO BOX 66889
ST. LOUIS, MO 63166

Location of violation(s): 15800 FURNACE ST ORGAN, NM 88052

The Doña Ana County Codes Enforcement Office has determined that you are in violation of the following County Code(s):

- [X] Accumulation of Solid Waste (County Code 287-3)
- [ ] Accumulation of Construction Materials (County Code 287-5)
- [ ] Accumulation of Junk Vehicles (County Code 287-3 & 312-3)
- [X] Prohibited Acts Trash or Litter (County Code 287-3)
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Thank you,

OFFICER J. DAVIS #4188
Doña Ana County
Codes Enforcement
(575) 525-6114
jonathand@donaanacounty.org

Doña Ana County
Codes Enforcement
Violation Notice

FILE # 24-4188-00075

DATE: JANUARY 20, 2026

MIDDOUR KATHY J
PO BOX 582
ORGAN, NM 88052

Location of violation(s): 15800 FURNACE ST ORGAN, NM 88052

The Doña Ana County Codes Enforcement Office has determined that you are in violation of the following County Code(s):

- [X] Accumulation of Solid Waste (County Code 287-3)
- [ ] Accumulation of Construction Materials (County Code 287-5)
- [ ] Accumulation of Junk Vehicles (County Code 287-3 & 312-3)
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Thank you,

OFFICER J. DAVIS #4188
Doña Ana County
Codes Enforcement
(575) 525-6114
jonathand@donaanacounty.org

Doña Ana County
Codes Enforcement
Violation Notice

FILE # 24-4188-00075

DATE: MARCH 3, 2026

MIDDOUR KATHY J
PO BOX 582
ORGAN, NM 88052

Location of violation(s): 15800 FURNACE ST ORGAN, NM 88052

The Doña Ana County Codes Enforcement Office has determined that you are in violation of the following County Code(s):

- [X] Accumulation of Solid Waste (County Code 287-3)
- [ ] Accumulation of Construction Materials (County Code 287-5)
- [ ] Accumulation of Junk Vehicles (County Code 287-3 & 312-3)
- [X] Prohibited Acts Trash or Litter (County Code 287-3)
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- [ ] Uncovered Trash trailers and Containers (County Code 287-4)
- [ ] Wastewater (County Code 287-3)
- [ ] Graffiti (County Code 220-22)
- [ ] Hazardous Waste (County Code 287-3)

Description of Violation: The above property is in violation of the Dona Ana County Code(s) as indicated above. To avoid a Criminal Complaint being filed against you in Magistrate Court, you must come into compliance on the violation(s).

Thank you,

OFFICER J. DAVIS #4188
Doña Ana County
Codes Enforcement
(575) 525-6114
jonathand@donaanacounty.org

Doña Ana County
Codes Enforcement
Violation Notice

FILE # 24-4188-00075

DATE: MARCH 10, 2026

MIDDOUR KATHY J
PO BOX 582
ORGAN, NM 88052

Location of violation(s): 15800 FURNACE ST ORGAN, NM 88052

The Doña Ana County Codes Enforcement Office has determined that you are in violation of the following County Code(s):

- [X] Accumulation of Solid Waste (County Code 287-3)
- [ ] Accumulation of Construction Materials (County Code 287-5)
- [ ] Accumulation of Junk Vehicles (County Code 287-3 & 312-3)
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Thank you,

OFFICER J. DAVIS #4188
Doña Ana County
Codes Enforcement
(575) 525-6114
jonathand@donaanacounty.org

Jonathan Davis

From: Castillo, Jeannette - RD, NM <jeannette.castillo@usda.gov>
Sent: Thursday, July 11, 2024 10:38 AM
To: Jonathan Davis
Subject: RE: [External Email]15910 Padre La Rue & 15800 Furnace

Good morning Mr. Davis,
I received your folders and have forwarded the copies of the citations to appropriate department. The email with attachments was much more user friendly on my end.
Thank you!

Jeannette Castillo
Single Family Housing | Loan Specialist
Las Cruces Field Office | Rural Development
United States Department of Agriculture
760 Stern Drive, Suite 139
Las Cruces, NM 88005
Phone:575.522.8775. ext 140 | Fax: 877.494.5299
www.rd.usda.gov/nm | Follow us on Twitter at:
@RD_NewMexico

"Together, America Prospers"

Stay Connected with USDA:

USDA is an equal opportunity provider, Employer, and lender

From: Jonathan Davis <jonathand@donaanacounty.org>
Sent: Wednesday, July 10, 2024 9:46 AM
To: Castillo, Jeannette - RD, NM <jeannette.castillo@usda.gov>
Subject: [External Email]15910 Padre La Rue & 15800 Furnace

You don't often get email from jonathand@donaanacounty.org. Learn why this is important

[External Email]
If this message comes from an **unexpected sender** or references a **vague/unexpected topic;**
Use caution before clicking links or opening attachments.
Please send any concerns or suspicious messages to: Spam.Abuse@usda.gov

Morning Mrs. Castillo

I shared both of my case file in Organ, NM. Let me know if you are able to view the files. I have also attached the notices to this email along with the mortgage contract. Thank You for the help

Jonathan Davis
Environmental Codes Officer
Dona Ana County

Doña Ana County

Community Development Department
Building • Planning • GIS • Codes
845 N. Motel Boulevard
Las Cruces, NM 88007

CERTIFIED MAIL®

9589 0710 5270 2237 5218 43

MIDDOUR KATHY J
PO BOX 582
ORGAN, NM 88052

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Middour Kathy J
PO Box 582
Organ, NM 88052

9590 9402 8374 3156 8738 45

2. Article Number *(Transfer from service label)*
9589 0710 5270 2237 5218 43

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ■ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

USPS Tracking®

FAQs >

Remove ×

Tracking Number:

9589071052702237521843

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

This is a reminder to please pick up your item at the ORGAN, NM 88052 Post Office.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Feedback

Delivery Attempt
Reminder to pick up your item
ORGAN, NM 88052
March 18, 2026

Available for Pickup
ORGAN
15770 PADRE LA RUE ST
ORGAN NM 88052-9800
M-F 0900-1600
March 13, 2026, 10:24 am

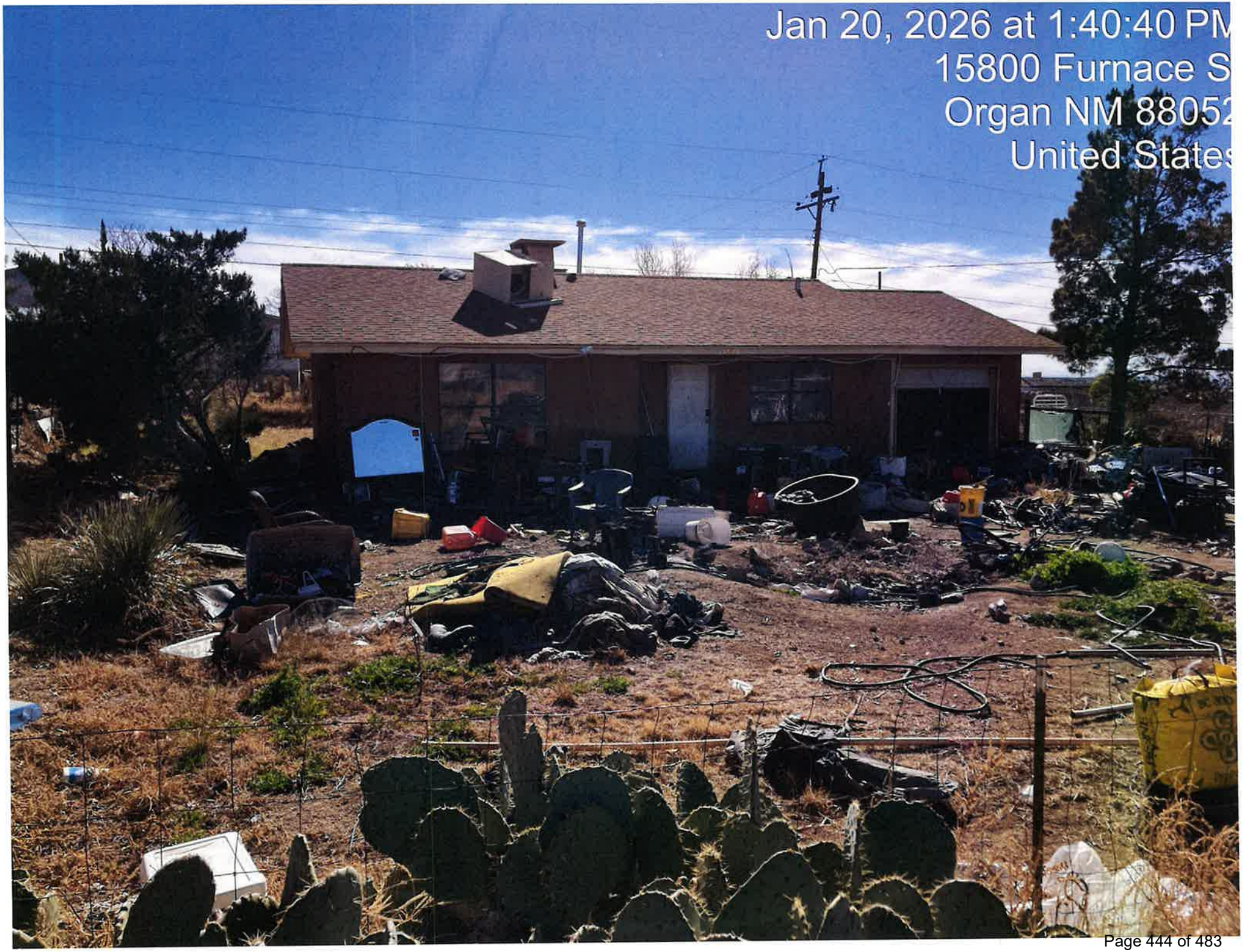
Arrived at Post Office
ORGAN, NM 88052
March 13, 2026, 10:23 am

Departed USPS Regional Facility
EL PASO TX DISTRIBUTION CENTER
March 12, 2026, 8:30 pm

Arrived at USPS Regional Facility
EL PASO TX DISTRIBUTION CENTER


Jul 9, 2024 at 11:54:25 AM
15800 Furnace S
Organ NM 88052
United States


Jul 9, 2024 at 11:48:43 AM
15801–15899 Furnace S
Organ NM 8801
United State


Jan 20, 2026 at 1:40:40 PM
15800 Furnace S
Organ NM 88052
United States


Jan 20, 2026 at 1:43:04 PM
15800 Furnace S
Organ NM 88052
United States

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

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

Community Development	June 23, 2026
Initiating Department	**Meeting Date**
Christina Ainsworth, Community Development Director	21
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

PRELIMINARY PLAT APPROVAL FOR A TYPE II SUBDIVISION TO BE KNOWN AS SOLARA SPRINGS SUBDIVISION.

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

The applicant, Ken Thurston Development Corporation, is requesting a Type II Subdivision for 371 residential lots on a parcel totaling 60.00 ± acres, lots ranging in size from 0.047 acres to .179 acres, to be known as Solara Springs Subdivision. All utilities will be underground, with the exception of solid waste disposal. Water services will be provided by Moongate Water Company. Wastewater services will be provided by the City of Las Cruces. Main access to the subdivision will be from Jornada Road onto the internal proposed 50' ROW's. All residential lots will be accessible from paved maintained roadway meeting applicable standards to include emergency access. The internal roadways will be DAC maintained roadways upon completion of a 1-yr warranty period. The roads within the subdivision will consist of a minimum 32'-wide roadways, measured from face of curb to face of curb, centered in a 50' road right-of-way. The surface will be asphalt concrete on aggregate base course. There are proposed neighborhood multi-purpose fields, open spaces and plaza as part of the Community Type subdivision.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

1) Executive Summary
2) Final Plat
3) Disclosure Statement
4) P&Z Analysis

SUMMARY OF FINANCIAL IMPACT

NONE

ADMINISTRATIVE REVIEW AND APPROVAL

Albert Casillas, Senior Planner	Created/Initiated - 6/16/2026
Christina Ainsworth, Community Development Director	Approved - 6/16/2026
Asma Dawood, Finance Director	Approved - 6/18/2026
Scott Andrews, County Manager	Final Approval - 6/18/2026

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

EXECUTIVE SUMMARY
PRELIMINARY PLAT APPROVAL FOR THE
SOLARA SPRINGS SUBDIVISION

On May 28, 2026, the Planning and Zoning Commission (P&Z) voted 5-0-1 recommending Conditional Approval for the Preliminary Plat for the Solara Springs Subdivision Phase 1 and 2. The Type II Subdivision consists of 371 lots on 60.00 ± acres, lots ranging in size from 0.047 acres to .179 acres. The P&Z also approved CT25-001, a Community Type application to create a "Neighborhood" Community Type for this subdivision.

All utilities will be underground, with the exception of solid waste disposal. Water services will be provided by Moongate Water Company. Wastewater services will be provided by the City of Las Cruces. Main access to the subdivision will be from Jornada Road onto the internal proposed 50' ROW's. All residential lots will be accessible from paved maintained roadway meeting applicable standards to include emergency access. The internal roadways will be DAC maintained roadways upon completion of a 1-yr warranty period. The roads within the subdivision will consist of a minimum 32'-wide roadways, measured from face of curb to face of curb, centered in a 50' road right-of-way. The surface will be asphalt concrete on aggregate base course. There are proposed neighborhood multi-purpose fields, open spaces and plaza as part of the Community Type subdivision. This subdivision is contingent on the approval of CT25-001, a Community Type application to create a "Neighborhood" Community Type.

The General Notice Requirements for Public Hearings on Preliminary Plats have been met. The Data Requirements were reviewed by the appropriate agencies, Article VI, Development Construction Standards will be satisfied, and all infrastructure improvements such as drainage, ponding and roadways will be inspected to insure County standards are met prior to Final Plat submittal. The Preliminary Plat Application is consistent with the UDC standards of Chapter 350 of the Unified Development Code, Article IV Subdivisions. Staff recommends Conditional Approval of Case No. SD26-003 Solara Springs Subdivision Phase 1 & 2.

NOTICE / NOTIFICATION

- Fifty-nine (59) letters of notification were mailed to the property owners within the area of notice on April 16, 2026.
- Legal Ads were placed in the Las Cruces Sun-News on June 1, 2026.
- Signs were placed on the property in a timely manner.
- Agenda was posted on the County Web site.

APPLICABLE PLANS, POLICIES, AND CRITERIA FOR APPROVAL

Chapter 350 Unified Development Code Article IV Subdivisions
§ 350-104. D.2 Duties of the BOCC
§ 350-212 Subdivision Procedures:
§ 350-212.A General Rule
§ 350-212.D Agency Review
§ 350-212.E General Notice Requirements
§ 350-212.G Preliminary Plat Review
§ 350-212.I (4) Final Plat Review and BOCC Action
The BOCC shall not deny a final plat if it has previously approved a preliminary plat for the proposed subdivision and it finds that the final plat is in substantial compliance with the

previously approved preliminary plat. Denial of a final plat shall be accompanied by findings identifying the requirements that have not been met.

Article IV Subdivisions

§ 350-407 Subdivision Data Requirements

Article VI Design Development Standards

STAFF RECOMMENDATION

Staff recommends Conditional Approval of Case No. SD26-003, Solara Springs Subdivision Phase 1 & 2.

1. This subdivision is contingent on the approval of CT25-001, a Community Type application to create a "Neighborhood" Community Type.
2. Continuity of planning, services, and infrastructure between the city, county and school district should be considered.
3. Final Construction Drawings shall include a shared-use path/multi-use path along the County improvements on Peachtree Hills.
4. Paint for pedestrian crossing for students to pass from the new subdivision to the school and back along N. Jornada Road.
5. Applicant shall update the Site Threshold Assessment and revise AM & PM peak traffic counts before final construction drawings are approved.

FINDINGS:

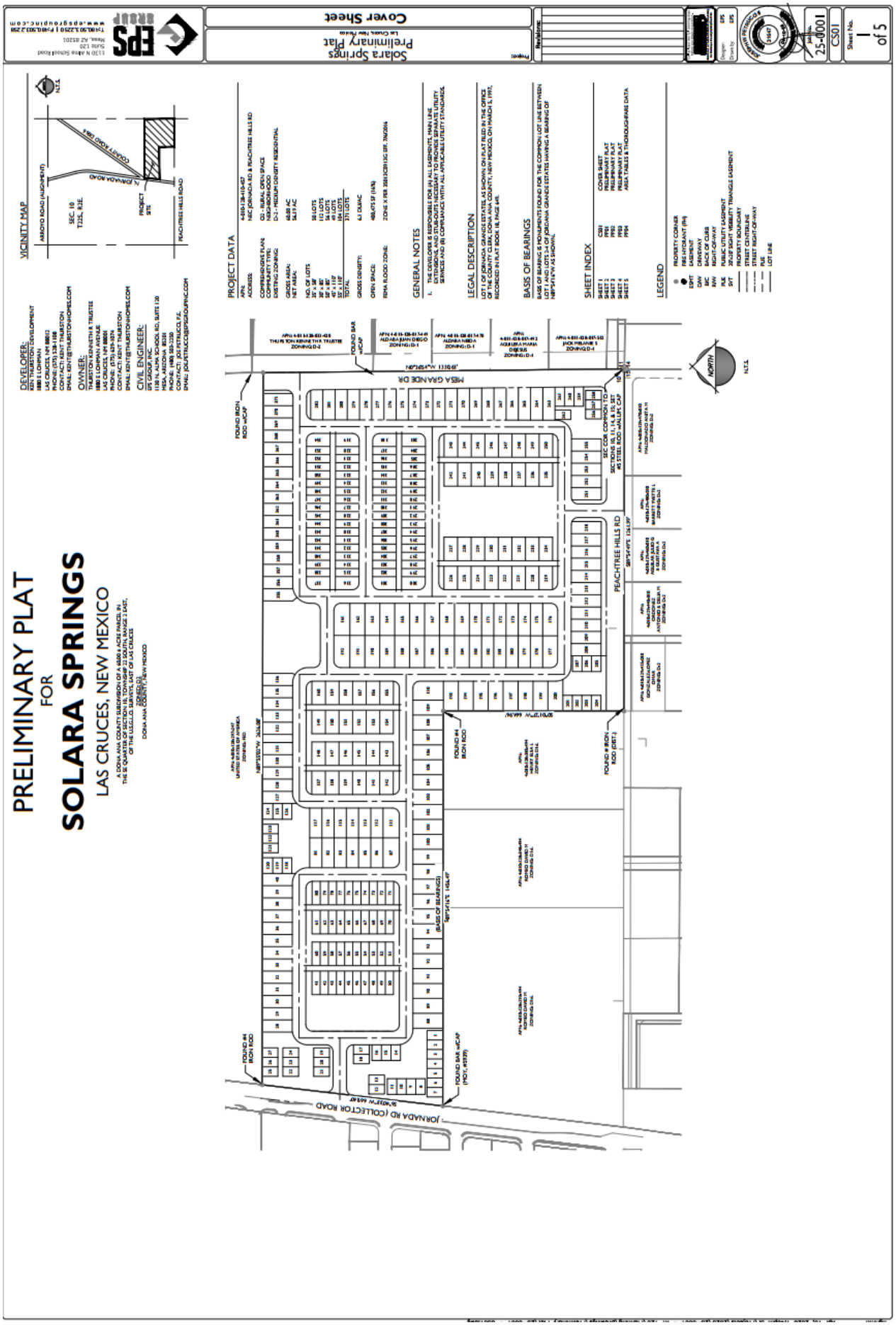
Pursuant to UDC §350-104. D. (2), the BOCC shall consider and make final determinations on Preliminary and Final Plat applications. This decision should consider the following:

1. Pursuant to UDC §350-401, on May 28, 2026 the Planning and Zoning Commission (P&Z) voted 5-0-1 recommending Conditional Approval for the Preliminary Plat for Solara Springs Subdivision Phase 1 & 2.

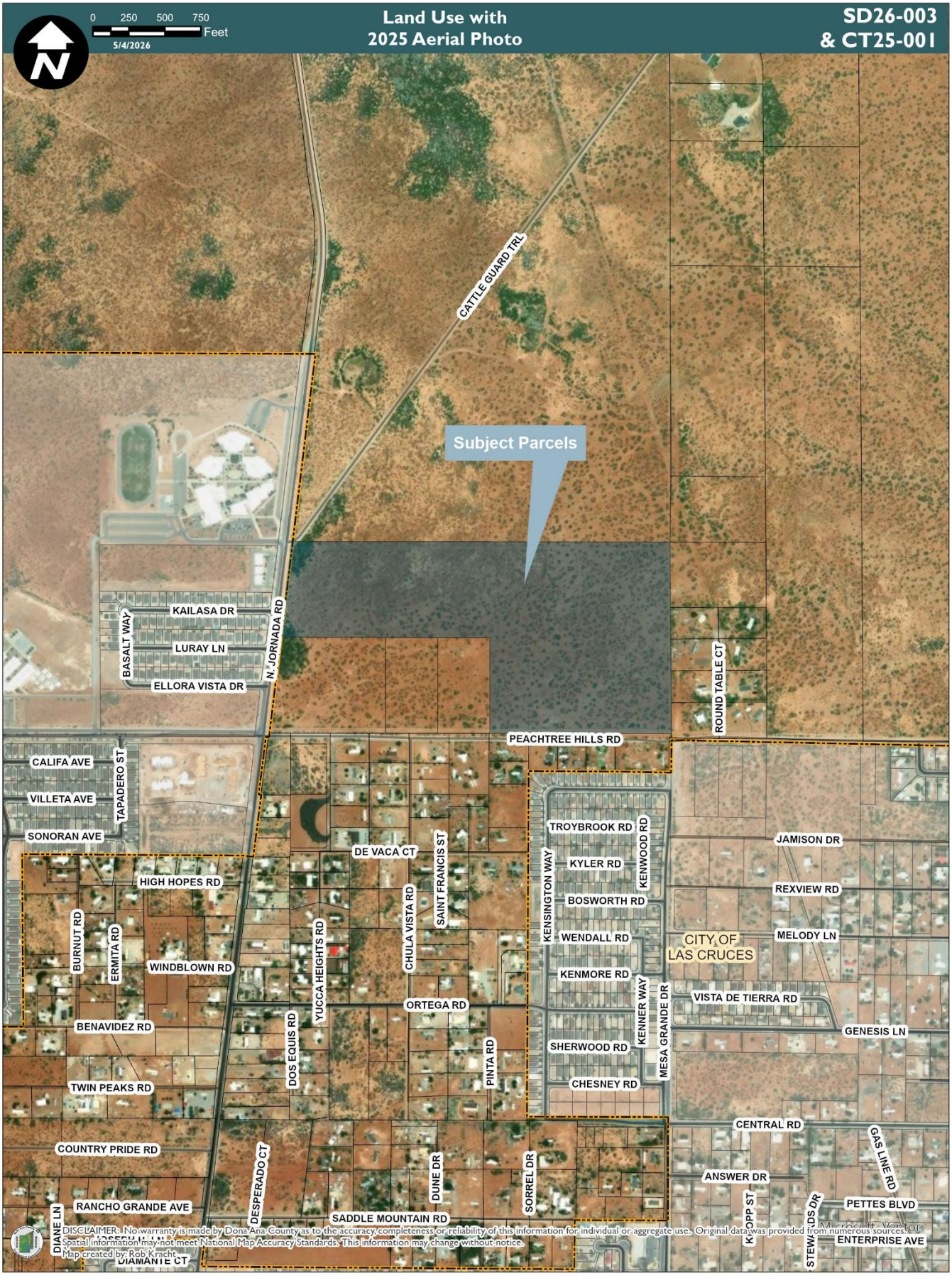
2. Pursuant to 350-407: Approval of the Preliminary Plat for Solara Springs Subdivision Phase 1 & 2 ensures the following:
   a. Water quantity is sufficient to fulfill the maximum annual water requirements of the subdivision, including water for indoor and outdoor domestic uses, per the Moongate Water Company.
   b. Water is of an acceptable quality for human consumption and measures are taken to protect the water supply from contamination, per NMED requirements.
   c. There is a means of liquid waste disposal for the subdivision, per NMED requirements.
   d. There is a means of solid waste disposal for the subdivision, per NMED requirements.
   e. There are satisfactory roads to each parcel, including entry and exit for emergency vehicles, and there are appropriate utility easements to each parcel, per DAC Fire Marshal's Office and DAC Engineering.
   f. Terrain management protects against flooding, inadequate drainage, erosion and meets the requirements of the Article 6 Development Construction Standards, per DAC Flood Commission and the Doña Ana Soil and Water Conservation District.
   g. There are protections for cultural properties, archaeological sites and unmarked burials that may be directly affected by the subdivision, as required by the Cultural Properties Act, per New Mexico SHPO.
   h. The subdivider can fulfill the proposals contained in the disclosure statement for the subdivision.
   i. The subdivision will conform to the New Mexico Subdivision Act and the UDC.

5. The Preliminary Plat Application is consistent with the UDC:
   Chapter 350 Unified Development Code Article IV Subdivisions
   § 350-212 Subdivision Procedures:
   § 350-212.A General Rule
   § 350-212.E General Notice Requirements
   § 350-212.I (4) Final Plat Review and BOCC Action
   Article IV Subdivisions
   § 350-407 Subdivision Data Requirements
   Article VI Design Development Standards

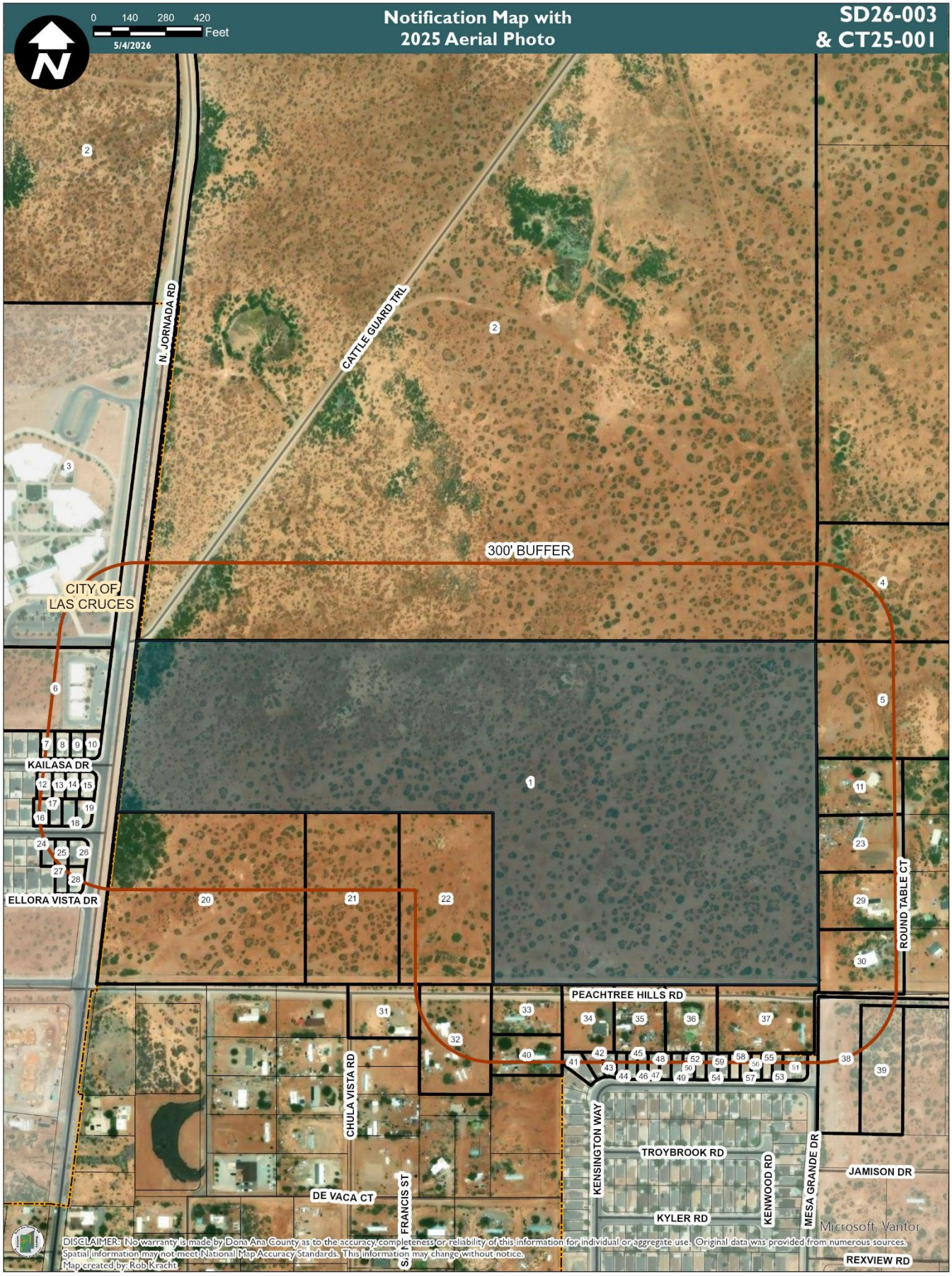
SOLARA SPRINGS SUBDIVISION PH. 1 & 2



SURROUNDING AREAS



NOTIFICATION MAP



PRELIMINARY PLAT
FOR
SOLARA SPRINGS
LAS CRUCES, NEW MEXICO

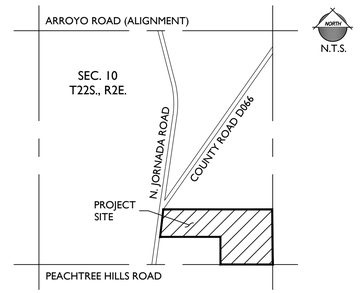
A DONA ANA COUNTY SUBDIVISION OF A 60.00 ± ACRE PARCEL IN
THE SE QUARTER OF SECTION 10, TOWNSHIP 22 SOUTH, RANGE 2 EAST,
OF THE U.S.G.L.O. SURVEYS, EAST OF LAS CRUCES
ZONED: D2
DONA ANA COUNTY, NEW MEXICO

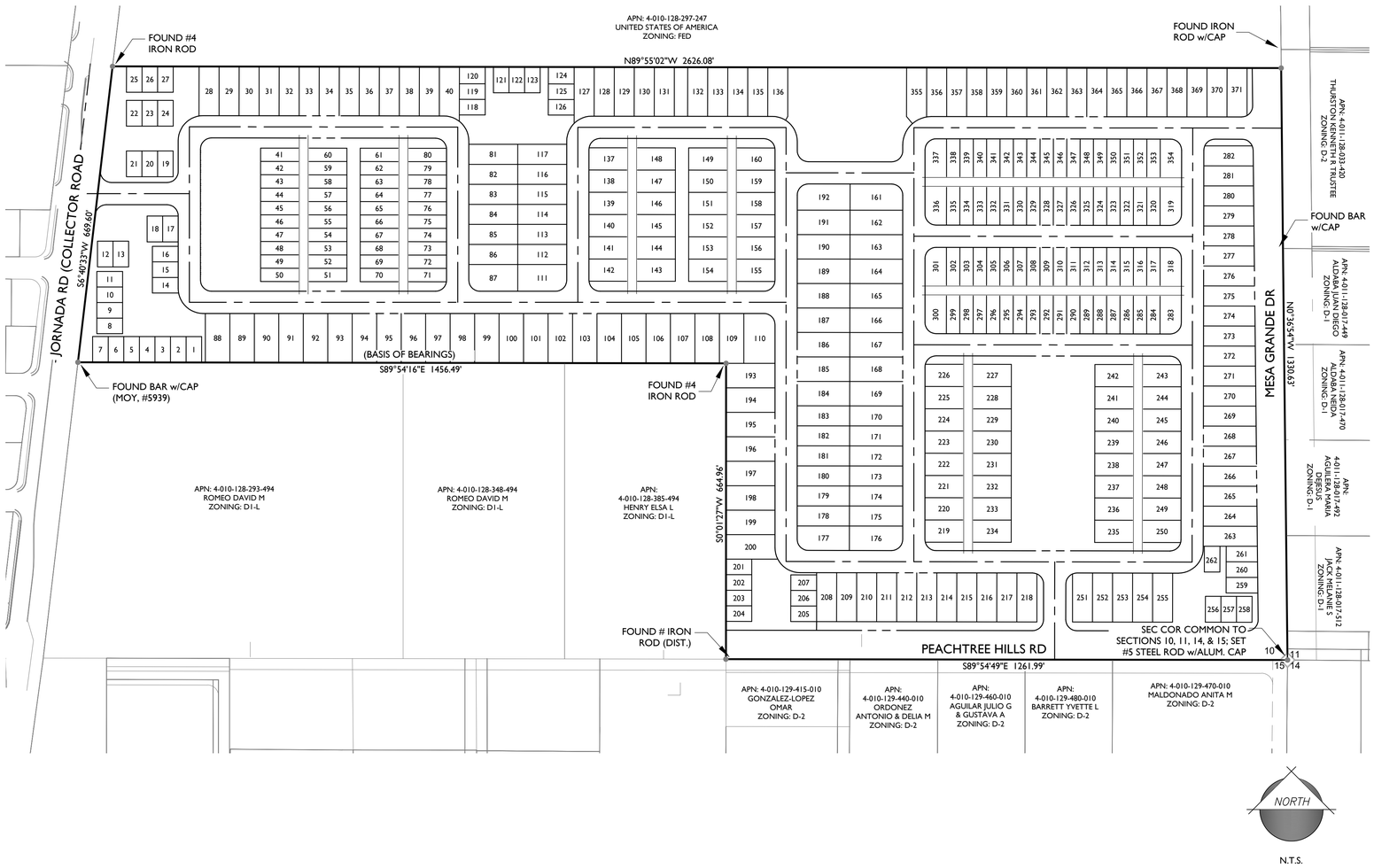
DEVELOPER:
KEN THURSTON DEVELOPMENT
1880 E LOHMAN
LAS CRUCES, NM 88012
PHONE: (575) 528-1108
CONTACT: KENT THURSTON
EMAIL: KENT@THURSTONHOMES.COM

OWNER:
THURSTON KENNETH R TRUSTEE
1880 E LOHMAN AVENUE
LAS CRUCES, NM 88001
PHONE: (575) 639-1074
CONTACT: KENT THURSTON
EMAIL: KENT@THURSTONHOMES.COM

CIVIL ENGINEER:
EPS GROUP, INC.
1130 N. ALMA SCHOOL RD, SUITE 120
MESA, ARIZONA 85201
PHONE: (480) 503-2250
CONTACT: JOE PETRUCCI, P.E.
EMAIL: JOE.PETRUCCI@EPSGROUPINC.COM

VICINITY MAP





N.T.S.

PROJECT DATA

APN:	4-010-128-410-457
ADDRESS:	NEC JORNADA RD & PEACHTREE HILLS RD
COMPREHENSIVE PLAN:	O2 - RURAL OPEN SPACE
COMMUNITY TYPE:	NEIGHBORHOOD
EXISTING ZONING:	D-2 - MEDIUM DENSITY RESIDENTIAL
GROSS AREA:	60.00 AC
NET AREA:	56.19 AC
NO. OF LOTS	
35' x 58'	50 LOTS
30' x 85'	112 LOTS
50' x 85'	56 LOTS
45' x 110'	49 LOTS
55' x 110'	104 LOTS
TOTAL	371 LOTS
GROSS DENSITY:	6.1 DU/AC
OPEN SPACE:	400,475 SF (16%)
FEMA FLOOD ZONE:	ZONE X PER 35013C0913G EFF. 7/6/2016

GENERAL NOTES

1. THE DEVELOPER IS RESPONSIBLE FOR (A) ALL EASEMENTS, MAIN LINE EXTENSIONS, AND STUB-OUTS NECESSARY TO PROVIDE SEPARATE UTILITY SERVICES AND (B) COMPLIANCE WITH ALL APPLICABLE UTILITY STANDARDS.

LEGAL DESCRIPTION

LOT 1 OF JORNADA GRANDE ESTATES, AS SHOWN ON PLAT FILED IN THE OFFICE OF THE COUNTY CLERK, DONA ANA COUNTY, NEW MEXICO, ON MARCH 5, 1997, RECORDED IN PLAT BOOK 18, PAGE 649.

BASIS OF BEARINGS

BASIS OF BEARING IS MONUMENTS FOUND FOR THE COMMON LOT LINE BETWEEN LOT 1 AND LOTS 2-4 OF JORDANA GRANDE ESTATES HAVING A BEARING OF N89°54'16"W AS SHOWN.

SHEET INDEX

SHEET 1	CS01	COVER SHEET
SHEET 2	PP01	PRELIMINARY PLAT
SHEET 3	PP02	PRELIMINARY PLAT
SHEET 4	PP03	PRELIMINARY PLAT
SHEET 5	PP04	AREA TABLES & THOROUGHFARE DATA

LEGEND

- PROPERTY CORNER
- FIRE HYDRANT (FH)
- ESMT EASEMENT
- D/W DRIVEWAY
- B/C BACK OF CURB
- R/W RIGHT-OF-WAY
- PUE PUBLIC UTILITY EASEMENT
- SVT 20'x20' SIGHT VISIBILITY TRIANGLE EASEMENT
- PROPERTY BOUNDARY
- STREET CENTERLINE
- STREET RIGHT-OF-WAY
- PUE
- LOT LINE

EPS GROUP
1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m

Solara Springs
Preliminary Plat
Las Cruces, New Mexico

Cover Sheet

Project:

Revisions:

Call at least two full working days before you begin excavation.
ARIZONA811
Arizona One Call, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Designer: EPS
Drawn by: EPS

JOSEPH W PETRUCCI
NEW MEXICO
31647
02-10-26
PROFESSIONAL ENGINEER

Job No.
25-0001

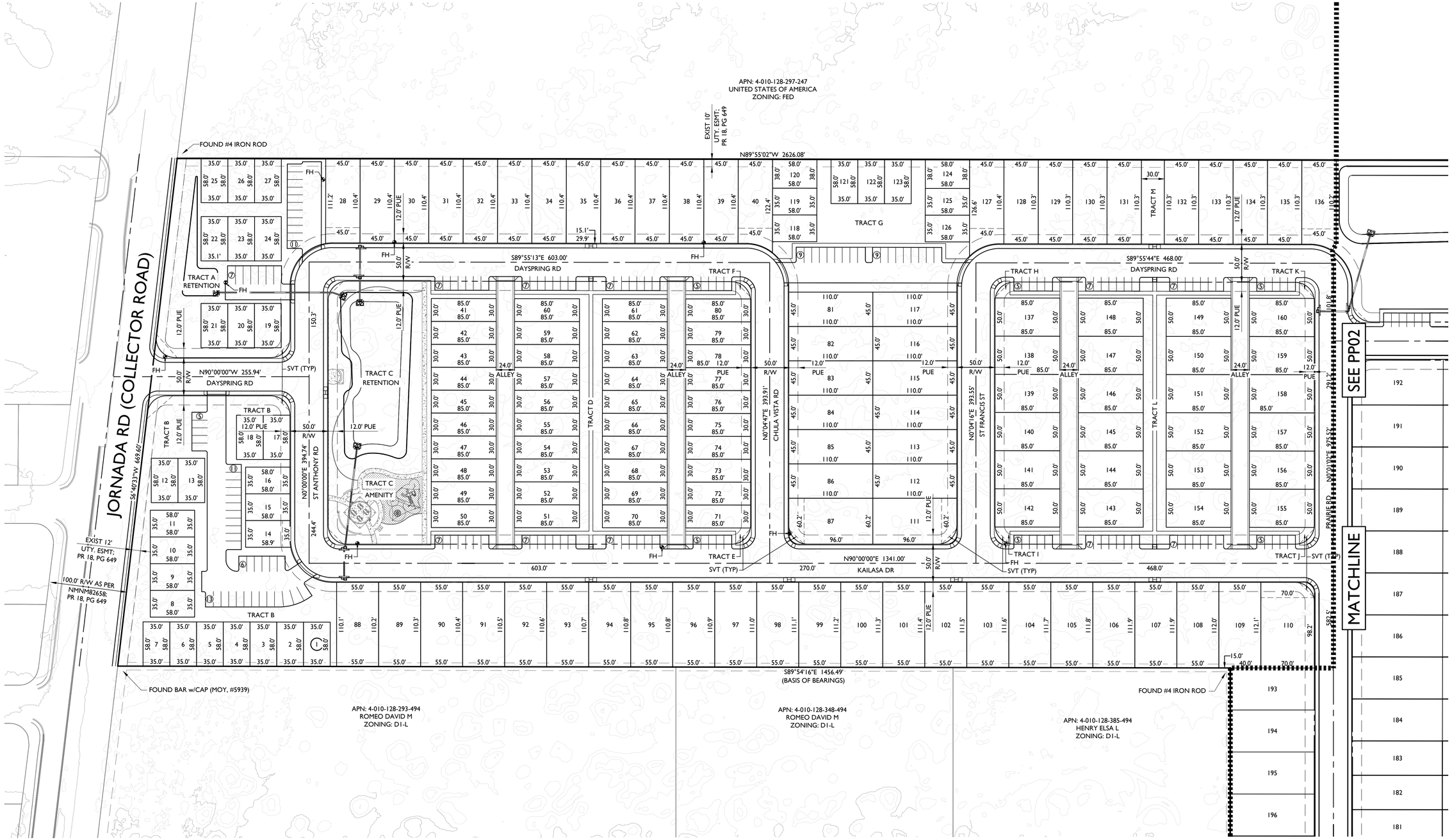
CS01

Sheet No.
1
of 5

25-0001 - Solara Springs
ngriffin Apr 10, 2026 1:46pm S:\Projects\2025\25-0001 — KT 120\Planning\Drawings\Preliminary Plat\25-0001 — CS01.dwg

25-0001 - Solara Springs

ngriffin Apr 10, 2026 1:47pm S:\Projects\2025\25-0001 - KT 120\Planning\Drawings\Preliminary Plat\25-0001 - PP01.dwg



LEGEND

- PROPERTY CORNER
- FIRE HYDRANT (FH)
- ESMT EASEMENT
- D/W DRIVEWAY
- B/C BACK OF CURB
- R/W RIGHT-OF-WAY
- PUE PUBLIC UTILITY EASEMENT
- SVT 20'x20' SIGHT VISIBILITY TRIANGLE EASEMENT
- PROPERTY BOUNDARY
- STREET CENTERLINE
- STREET RIGHT-OF-WAY
- PUE
- LOT LINE

scale: 1" = 60'

NORTH

EPS GROUP
1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m

Solara Springs
Preliminary Plat
Las Cruces, New Mexico

Preliminary Plat

Project:

Revisions:

Call at least two full working days before you begin excavation.
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

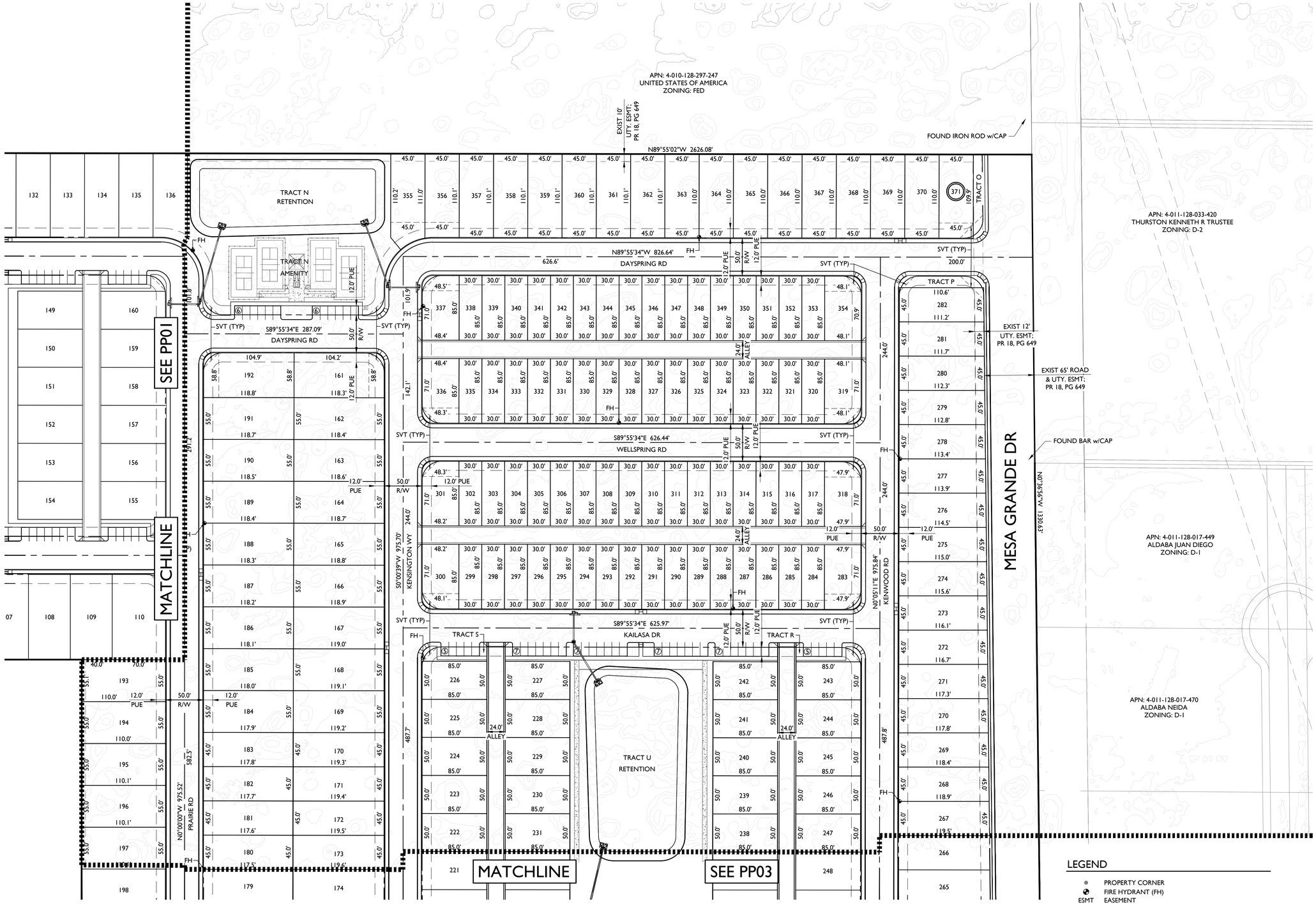
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JOSEPH W PETRUCCIM
NEW MEXICO
31647
04-10-26
PROFESSIONAL ENGINEER

Job No.
25-0001

PP01

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LEGEND

- PROPERTY CORNER
- FIRE HYDRANT (FH)
- ESMT EASEMENT
- D/W DRIVEWAY
- B/C BACK OF CURB
- R/W RIGHT-OF-WAY
- PUE PUBLIC UTILITY EASEMENT
- SVT 20'x20' SIGHT VISIBILITY TRIANGLE EASEMENT
- PROPERTY BOUNDARY
- STREET CENTERLINE
- STREET RIGHT-OF-WAY
- PUE
- LOT LINE

scale: 1" = 60' (60 0 60 120 feet)

NORTH

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1130 N Alma School Road
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w w w . e p s g r o u p i n c . c o m

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31647
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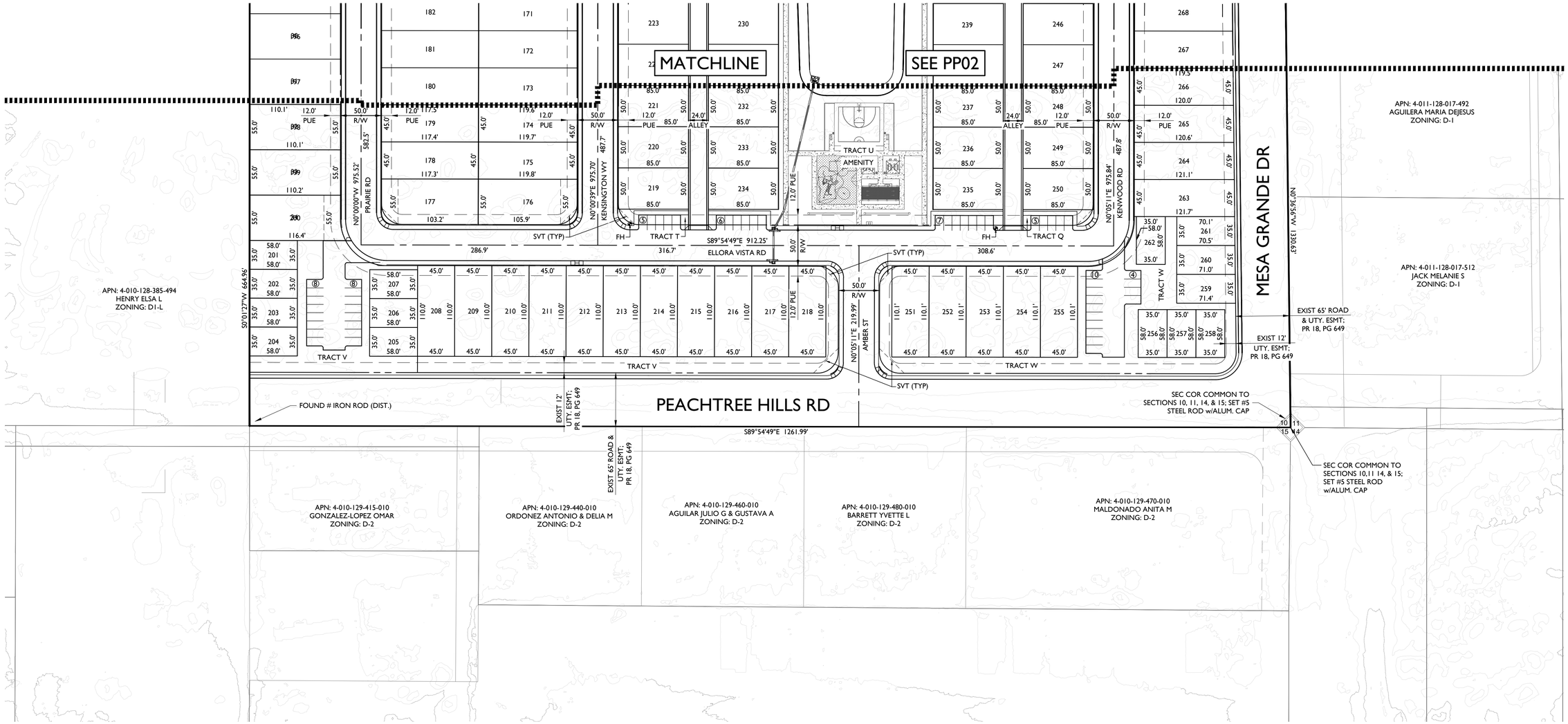
Job No.
25-0001

PP02

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25-0001 - Solara Springs

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LEGEND

- PROPERTY CORNER
- FIRE HYDRANT (FH)
- ESMT EASEMENT
- D/W DRIVEWAY
- B/C BACK OF CURB
- R/W RIGHT-OF-WAY
- PUE PUBLIC UTILITY EASEMENT
- SVT 20'x20' SIGHT VISIBILITY TRIANGLE EASEMENT
- PROPERTY BOUNDARY
- STREET CENTERLINE
- STREET RIGHT-OF-WAY
- PUE
- LOT LINE

60 0 60 120
scale: 1" = 60' feet

NORTH

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Solara Springs
Preliminary Plat
Las Cruces, New Mexico

Preliminary Plat

Project:

Revisions:

Call at least two full working days before you dig, it's the law!
ARIZONA811
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Drawn by: EPS

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04-10-26
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Job No.
25-0001

PP03

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LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
1	2,030	0.0466
2	2,030	0.0466
3	2,030	0.0466
4	2,030	0.0466
5	2,030	0.0466
6	2,030	0.0466
7	2,030	0.0466
8	2,032	0.0466
9	2,032	0.0466
10	2,032	0.0466
11	2,032	0.0466
12	2,030	0.0466
13	2,030	0.0466
14	2,035	0.0467
15	2,032	0.0466
16	2,032	0.0466
17	2,030	0.0466
18	2,030	0.0466
19	2,030	0.0466
20	2,030	0.0466

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
21	2,030	0.0466
22	2,033	0.0467
23	2,030	0.0466
24	2,030	0.0466
25	2,030	0.0466
26	2,030	0.0466
27	2,030	0.0466
28	4,972	0.1141
29	4,969	0.1141
30	4,969	0.1141
31	4,969	0.1141
32	4,969	0.1141
33	4,969	0.1141
34	4,969	0.1141
35	4,968	0.1141
36	4,968	0.1141
37	4,968	0.1141
38	4,968	0.1141
39	4,968	0.1140
40	5,099	0.1171

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
41	2,550	0.0585
42	2,550	0.0585
43	2,550	0.0585
44	2,550	0.0585
45	2,550	0.0585
46	2,550	0.0585
47	2,550	0.0585
48	2,550	0.0585
49	2,550	0.0585
50	2,550	0.0585
51	2,550	0.0585
52	2,550	0.0585
53	2,550	0.0585
54	2,550	0.0585
55	2,550	0.0585
56	2,550	0.0585
57	2,550	0.0585
58	2,550	0.0585
59	2,550	0.0585
60	2,550	0.0585

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
61	2,550	0.0585
62	2,550	0.0585
63	2,550	0.0585
64	2,550	0.0585
65	2,550	0.0585
66	2,550	0.0585
67	2,550	0.0585
68	2,550	0.0585
69	2,550	0.0585
70	2,550	0.0585
71	2,550	0.0585
72	2,550	0.0585
73	2,550	0.0585
74	2,550	0.0585
75	2,550	0.0585
76	2,550	0.0585
77	2,550	0.0585
78	2,550	0.0585
79	2,550	0.0585
80	2,550	0.0585

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
81	4,950	0.1136
82	4,950	0.1136
83	4,950	0.1136
84	4,950	0.1136
85	4,950	0.1136
86	4,950	0.1136
87	6,582	0.1511
88	6,059	0.1391
89	6,064	0.1392
90	6,069	0.1393
91	6,074	0.1394
92	6,079	0.1396
93	6,084	0.1397
94	6,089	0.1398
95	6,094	0.1399
96	6,099	0.1400
97	6,104	0.1401
98	6,109	0.1402
99	6,114	0.1404
100	6,119	0.1405

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
101	6,124	0.1406
102	6,129	0.1407
103	6,134	0.1408
104	6,139	0.1409
105	6,144	0.1411
106	6,149	0.1412
107	6,154	0.1413
108	6,160	0.1414
109	6,164	0.1415
110	7,810	0.1793
111	6,582	0.1511
112	4,950	0.1136
113	4,950	0.1136
114	4,950	0.1136
115	4,950	0.1136
116	4,950	0.1136
117	4,950	0.1136
118	2,032	0.0466
119	2,032	0.0466
120	2,206	0.0506

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
121	2,030	0.0466
122	2,030	0.0466
123	2,030	0.0466
124	2,201	0.0505
125	2,026	0.0465
126	2,026	0.0465
127	5,166	0.1186
128	4,966	0.1140
129	4,965	0.1140
130	4,965	0.1140
131	4,965	0.1140
132	4,964	0.1140
133	4,964	0.1139
134	4,963	0.1139
135	4,963	0.1139
136	5,065	0.1163
137	4,250	0.0976
138	4,250	0.0976
139	4,250	0.0976
140	4,250	0.0976

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
141	4,250	0.0976
142	4,250	0.0976
143	4,250	0.0976
144	4,250	0.0976
145	4,250	0.0976
146	4,250	0.0976
147	4,250	0.0976
148	4,250	0.0976
149	4,250	0.0976
150	4,250	0.0976
151	4,250	0.0976
152	4,250	0.0976
153	4,250	0.0976
154	4,250	0.0976
155	4,250	0.0976
156	4,250	0.0976
157	4,250	0.0976
158	4,250	0.0976
159	4,250	0.0976
160	4,250	0.0976

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
161	6,912	0.1587
162	6,511	0.1495
163	6,518	0.1496
164	6,524	0.1498
165	6,530	0.1499
166	6,536	0.1501
167	6,543	0.1502
168	6,549	0.1503
169	6,555	0.1505
170	5,368	0.1232
171	5,372	0.1233
172	5,376	0.1234
173	5,381	0.1235
174	5,385	0.1236
175	5,389	0.1237
176	6,550	0.1504
177	6,404	0.1470
178	5,281	0.1212
179	5,285	0.1213
180	5,289	0.1214

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
181	5,293	0.1215
182	5,297	0.1216
183	5,302	0.1217
184	6,485	0.1489
185	6,492	0.1490
186	6,498	0.1492
187	6,504	0.1493
188	6,510	0.1495
189	6,517	0.1496
190	6,523	0.1497
191	6,529	0.1499
192	6,945	0.1594
193	6,056	0.1390
194	6,052	0.1389
195	6,053	0.1390
196	6,054	0.1390
197	6,055	0.1390
198	6,057	0.1390
199	6,058	0.1391
200	6,111	0.1403

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
201	2,030	0.0466
202	2,030	0.0466
203	2,030	0.0466
204	2,030	0.0466
205	2,032	0.0466
206	2,032	0.0466
207	2,032	0.0466
208	4,950	0.1136
209	4,950	0.1136
210	4,950	0.1136
211	4,950	0.1136
212	4,950	0.1136
213	4,950	0.1136
214	4,950	0.1136
215	4,950	0.1136
216	4,950	0.1136
217	4,950	0.1136
218	4,950	0.1136
219	4,250	0.0976
220	4,250	0.0976

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
221	4,250	0.0976
222	4,250	0.0976
223	4,250	0.0976
224	4,250	0.0976
225	4,250	0.0976
226	4,250	0.0976
227	4,250	0.0976
228	4,250	0.0976
229	4,250	0.0976
230	4,250	0.0976
231	4,250	0.0976
232	4,250	0.0976
233	4,250	0.0976
234	4,250	0.0976
235	4,250	0.0976
236	4,250	0.0976
237	4,250	0.0976
238	4,250	0.0976
239	4,250	0.0976
240	4,250	0.0976

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
241	4,250	0.0976
242	4,250	0.0976
243	4,249	0.0975
244	4,249	0.0976
245	4,249	0.0976
246	4,250	0.0976
247	4,250	0.0976
248	4,250	0.0976
249	4,250	0.0976
250	4,250	0.0976
251	4,956	0.1138
252	4,956	0.1138
253	4,956	0.1138
254	4,956	0.1138
255	4,956	0.1138
256	2,032	0.0466
257	2,032	0.0466
258	2,032	0.0466
259	2,491	0.0572
260	2,476	0.0569

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
261	2,461	0.0565
262	2,030	0.0466
263	5,462	0.1254
264	5,438	0.1248
265	5,413	0.1243
266	5,388	0.1237
267	5,363	0.1231
268	5,338	0.1226
269	5,314	0.1220
270	5,289	0.1214
271	5,264	0.1208
272	5,239	0.1203
273	5,214	0.1197
274	5,189	0.1191
275	5,165	0.1186
276	5,140	0.1180
277	5,115	0.1174
278	5,090	0.1169
279	5,065	0.1163
280	5,041	0.1157

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
281	5,016	0.1151
282	4,991	0.1146
283	4,030	0.0925
284	2,550	0.0585
285	2,550	0.0585
286	2,550	0.0585
287	2,550	0.0585
288	2,550	0.0585
289	2,550	0.0585
290	2,550	0.0585
291	2,550	0.0585
292	2,550	0.0585
293	2,550	0.0585
294	2,550	0.0585
295	2,550	0.0585
296	2,550	0.0585
297	2,550	0.0585
298	2,550	0.0585
299	2,550	0.0585
300	4,051	0.0930

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
301	4,063	0.0933
302	2,550	0.0585
303	2,550	0.0585
304	2,550	0.0585
305	2,550	0.0585
306	2,550	0.0585
307	2,550	0.0585
308	2,550	0.0585
309	2,550	0.0585
310	2,550	0.0585
311	2,550	0.0585
312	2,550	0.0585
313	2,550	0.0585
314	2,550	0.0585
315	2,550	0.0585
316	2,550	0.0585
317	2,550	0.0585
318	4,030	0.0925
319	4,045	0.0929
320	2,550	0.0585

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
321	2,550	0.0585
322	2,550	0.0585
323	2,550	0.0585
324	2,550	0.0585
325	2,550	0.0585
326	2,550	0.0585
327	2,550	0.0585
328	2,550	0.0585
329	2,550	0.0585
330	2,550	0.0585
331	2,550	0.0585
332	2,550	0.0585
333	2,550	0.0585
334	2,550	0.0585
335	2,550	0.0585
336	4,064	0.0933
337	4,076	0.0936
338	2,550	0.0585
339	2,550	0.0585
340	2,550	0.0585

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
341	2,550	0.0585
342	2,550	0.0585
343	2,550	0.0585
344	2,550	0.0585
345	2,550	0.0585
346	2,550	0.0585
347	2,550	0.0585
348	2,550	0.0585
349	2,550	0.0585
350	2,550	0.0585
351	2,550	0.0585
352	2,550	0.0585
353	2,550	0.0585
354	4,045	0.0929
355	5,271	0.1210
356	4,957	0.1138
357	4,954	0.1137
358	4,954	0.1137
359	4,954	0.1137
360	4,953	0.1137

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
361	4,953	0.1137
362	4,953	0.1137
363	4,952	0.1137
364	4,952	0.1137
365	4,952	0.1137
366	4,951	0.1137
367	4,951	0.1137
368	4,951	0.1137
369	4,950	0.1136
370	4,950	0.1136
371	4,950	0.1136
TOTAL	1,480,234	33.978

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
TRACT A	OPEN SPACE / LANDSCAPE / RETENTION / PLAZA	29972	0.688
TRACT B	OPEN SPACE / LANDSCAPE / PLAZA	43294	0.993
TRACT C	OPEN SPACE / LANDSCAPE / NEIGHBORHOOD MULTI-PURPOSE FIELD / RETENTION	50219	1.153
TRACT D	OPEN SPACE / LANDSCAPE / PLAZA	17846	0.410
TRACT E	OPEN SPACE / LANDSCAPE	1767	0.041
TRACT F	OPEN SPACE / LANDSCAPE	1889	0.043
TRACT G	OPEN SPACE / LANDSCAPE / PLAZA	24834	0.570
TRACT H	OPEN SPACE / LANDSCAPE	1745	0.040
TRACT I	OPEN SPACE / LANDSCAPE	1866	0.043
TRACT J	OPEN SPACE / LANDSCAPE	1832	0.042
TRACT K	OPEN SPACE / LANDSCAPE	1744	0.040
TRACT L	OPEN SPACE / LANDSCAPE / PLAZA	17652	0.405

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
TRACT M	OPEN SPACE / LANDSCAPE	3310	0.076
TRACT N	OPEN SPACE / LANDSCAPE / NEIGHBORHOOD MULTI-PURPOSE FIELD / RETENTION	54611	1.254
TRACT O	OPEN SPACE / LANDSCAPE	1309	0.030
TRACT P	OPEN SPACE / LANDSCAPE	1583	0.036
TRACT Q	OPEN SPACE / LANDSCAPE	1570	0.036
TRACT R	OPEN SPACE / LANDSCAPE	1560	0.036
TRACT S	OPEN SPACE / LANDSCAPE	1560	0.036
TRACT T	OPEN SPACE / LANDSCAPE	1561	0.036
TRACT U	OPEN SPACE / LANDSCAPE / NEIGHBORHOOD MULTI-PURPOSE FIELD / RETENTION	87696	2.013
TRACT V	OPEN SPACE / LANDSCAPE / PLAZA	27749	0.637
TRACT W	OPEN SPACE / LANDSCAPE / PLAZA	23576	0.541
TOTAL		400,475	9.199

RIGHT-OF-WAY INFORMATION				
TOTAL NO. OF ROADS				14
TOTAL NO. OF NEW ROADS				11
TOTAL NO. OF NEW STREET NAMES REQ.				11
ROAD CLASSIFICATIONS		ROAD SECTION TYPE	CLASSIFICATION	ROW WIDTH
		SUB. RES. LOCAL	LOCAL	50
		SUB. COLLECTOR	COLLECTOR	100
		SUB. MINOR ARTERIAL	MINOR ARTERIAL	90
TOTAL AREA OF RIGHT-OF-WAYS				14.9500
TOTAL AREA OF RIGHT-OF-WAY (DENSITY %)				25%
STREET NAME	LENGTH	ACREAGE	ROW WIDTH	NOTES
JORNADA ROAD	± 669.60'	0	100'-0"	"FULLY CONSTRUCTED"
PEACHTREE HILLS ROAD	± 1,261.99'	1.8400	90'-0"	
MESA GRANDE DRIVE	± 1,330.63'	1.9300	90'-0"	
DAYSPRING ROAD	± 2,440.67'	2.5700	50'-0"	
KAILASA DRIVE	± 1,966.94'	2.1800	50'-0"	
WELLSPRING ROAD	± 626.44'	0.6700	50'-0"	
ELLORA VISTA ROAD	± 912.25'	1.0300	50'-0"	
KENWOOD ROAD	± 975.84'	1.0900	50'-0"	
KENSINGTON WAY	± 975.70'	1.0900	50'-0"	
PRAIRIE ROAD	± 975.52'	1.1100	50'-0"	
ST FRANCIS STREET	± 393.55'	0.4200	50'-0"	
CHULA VISTA ROAD	± 393.91'	0.4200	50'-0"	
ST ANTHONY ROAD	± 394.74'	0.4400	50'-0"	
AMBER STREET	± 219.99'	0.1600	50'-0"	

25-0001 - Solara Springs

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www.epsgroupinc.com

EPS GROUP

Solara Springs
Preliminary Plat
Las Cruces, New Mexico

Project:

Area Tables & Thoroughfare Data

Revisions:

Call at least two full working days before you begin excavation
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Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
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Designer: EPS
Drawn by: EPS

JOSEPH W PETRUCCIN
NEW MEXICO
31647
04-10-26
PROFESSIONAL ENGINEER

Job No.
25-0001

PP04

Sheet No.
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of 5

DISCLOSURE STATEMENT FOR SIX (6) PARCELS OR MORE

Disclosure Statement for Subdivisions Containing Six (6) Parcels or More

YOU SHOULD READ THIS DISCLOSURE STATEMENT BEFORE YOU SIGN ANY DOCUMENTS OR AGREE TO ANYTHING

This disclosure statement is intended to provide you with enough information to make an informed decision on the purchase, lease or acquisition of the property described in this statement. You should read carefully all of the information contained in this disclosure statement before you decide to buy, lease or otherwise acquire the described property.

Various public agencies may have issued opinions on both the subdivision proposal and the information contained in this disclosure statement. Summaries of these opinions are contained in this disclosure statement. They may be favorable or unfavorable. You should read them closely.

The Board of County Commissioners has examined this disclosure statement to determine whether the subdivider can fulfill what the subdivider has said in this disclosure statement. However, the Board of County Commissioners does not vouch for the accuracy of what is said in this disclosure statement. In addition, this disclosure statement is not a recommendation or endorsement of the subdivision by either the County or the State. It is informative only.

The Board of County Commissioners recommends that you inspect the property before buying, leasing or otherwise acquiring it.

If you have not inspected the parcel before purchasing, leasing or otherwise acquiring it, you have six (6) months from the time of purchase, lease or other acquisition to personally inspect the property. After inspecting the parcel within the six (6) month period, you have 3 days to rescind the transaction and receive all your money back from the subdivider when merchantable title is revested in the subdivider. To rescind the transaction you must give the subdivider written notice of your intent to rescind within 3 days after the date of your inspection of the property.

County regulations require that any deed, real estate contract, lease or other instrument conveying an interest in a parcel in the subdivision be recorded with the County Clerk.

Building permits, wastewater permits or other use permits must be issued by state or county officials before improvements are constructed. You should investigate the availability of such permits before you purchase, lease, or otherwise acquire an interest in the land. You should also determine whether such permits are requirements for construction of additional improvements before you occupy the property.

1. NAME OF SUBDIVISION

Name of subdivision: Solara Springs

2. NAME AND ADDRESS OF SUBDIVIDER

Name of subdivider: Ken Thurston Development Corporation

Address of subdivider: 1880 East Lohman Ave., Las Cruces, New Mexico, 88001

3. NAME AND ADDRESS OF PERSON IN CHARGE OF SALES, LEASING OR OTHER CONVEYANCE IN NEW MEXICO

Name of person in charge of sales, leasing or other conveyance: Kenneth Thurston

Address of person in charge of sales, leasing or other conveyance: 1880 East Lohman Ave, Las Cruces, New Mexico, 88001

Telephone number of person in charge of sales, leasing or other conveyance: (575)-528-1108

4. SIZE OF SUBDIVISION BOTH PRESENT AND ANTICIPATED

Present: 60 Acres Anticipated: 60 Acres

Number of parcels: 1 lots Number of parcels: 371 residential lots; 13 tracts

Number of acres in subdivision: +/- 60 Acres Number of acres in subdivision: +/- 60 Acres

5. SIZE OF LARGEST PARCEL OFFERED FOR SALE, LEASE OR CONVEYANCE WITHIN THE SUBDIVISION

Size of largest parcel in acres: +/- 0.179 Acres

6. SIZE OF SMALLEST PARCEL OFFERED FOR SALE, LEASE OR CONVEYANCE WITHIN THE SUBDIVISION

Size of smallest parcel in acres: +/- 0.047 Acres

7. PROPOSED RANGE OF PRICES FOR SALES, LEASES OR OTHER CONVEYANCES

$ = lowest amount: $ 27,000
Size of parcel sold, leased or conveyed: +/- 0.047 Acres
$ = highest amount: $ 56,000
Size of parcel sold, leased or conveyed: +/- 0.179 Acres

8. FINANCING TERMS

Interest rate: NA Term of loan or contract: NA

Minimum down payment: NA Service charges and/or escrow fees: NA

Premium for credit life or other insurance if it is a condition for giving credit: NA

Closing costs: NA

Any other information required by the Truth in Lending Act and Regulation Z if not set forth above: NA

9. NAME AND ADDRESS OF HOLDER OF LEGAL TITLE

Name of person who is recorded as having legal title: Thurston Kenneth R Trustee

Address of person who is recorded as having legal title: 1880 E Lohman Avenue, Las Cruces NM, 88001

NOTE: IF ANY OF THE HOLDERS OF LEGAL TITLE NAMED ABOVE IS A CORPORATION, LIST THE NAMES AND ADDRESSES OF ALL OFFICERS OF THAT CORPORATION.

10. NAME AND ADDRESS OF PERSON HAVING EQUITABLE TITLE

Name of person who is recorded as having equitable title: NA

Address of person who is recorded as having equitable title: NA

NOTE: IF ANY OF THE HOLDERS OF EQUITABLE TITLE NAMED ABOVE IS A CORPORATION, LIST THE NAMES AND ADDRESSES OF ALL OFFICERS OF THAT CORPORATION.

11. CONDITION OF TITLE

Include at least the following information where applicable:

Number of mortgages: NA

Name and address of each mortgagee: NA

Balance owing on each mortgage: NA

Summary of release provisions of each mortgage: NA

Number of real estate contracts on the subdivided land for which the subdivider is making payments as a purchaser: NA

Name and address of each person holding a real estate contract as owner of the subdivided land for which the subdivider is making payments as a purchaser: NA

Balance owing on each real estate contract: NA

Summary of default provisions of each real estate contract: NA

Summary of release provisions of each real estate contract: NA

Statement of any other encumbrances on the land: NA

Statement of any other conditions relevant to the state of title: NA

12. STATEMENT OF ALL RESTRICTIONS OR RESERVATIONS OF RECORD THAT SUBJECT THE SUBDIVIDED LAND TO ANY CONDITIONS AFFECTING ITS USE OR OCCUPANCY

State here all deed and plat restrictions affecting the subdivided land: None

13. ESCROW AGENT

Name of escrow agent: Southwestern Abstract & Title Co.

Address: 3780 Foothills Road, Suite B, Las Cruces, NM 88011

Statement of whether or not the subdivider has any interest in or financial ties to the escrow agent: Subdivider has no interest in or financial ties to the escrow agent

14. UTILITIES

Name of entity providing electricity, if available:

El Paso Electric Company Est. cost to purchaser: $1,500

Name of entity providing gas service, if available:

City of Las Cruces Est. cost to purchaser: $200

Name of entity providing water, if available:

Moongate Water Company Est. cost to purchaser: $1,800

Name of entity providing telephone, if available:

Century Link Est. cost to purchaser: $200

Name of entity providing liquid waste disposal, if available:

City of Las Cruces Est. cost to purchaser: $2,000

Name of entity providing solid waste disposal, if available:

City of Las Cruces Est. cost to purchaser: $50/month

15. INSTALLATION OF UTILITIES

Water, gas, sewer, telephone, and electric main service lines and taps are to be installed by the developer and/or utility service provided at the time of subdivision construction. It is the responsibility of each lot owner to contact each utility company and make arrangements for individual utility connections. Solid waste disposal will be by City of Las Cruces and shall be the responsibility of the individual property owners. Purchaser

Electricity: Purchaser Date: At Closing

Gas: Purchaser Date: At Closing

Water: Purchaser Date: At Closing

Telephone: Purchaser Date: At Closing

Liquid waste disposal: Purchaser Date: At Closing

Solid waste disposal: Purchaser Date: At Closing

16. UTILITY LOCATION

If all utilities are to be provided to each parcel in the subdivision, please state here: Following utilities will be available to all parcels and will be supplied by the utility company for a fee.

If utilities are to be provided to some but not all parcels in the subdivision, state which utilities will be provided to each parcel: _____

State whether each utility will be above ground or underground:

	Above Ground	Underground
Electricity		X
Gas		X
Water		X
Telephone		X
Liquid waste disposal		X
Solid waste disposal	X	

17. WATER AVAILABILITY

Describe the maximum annual water requirements of the subdivision including water for indoor and outdoor domestic uses: The maximum annual water requirement for both indoor and outdoor purposes, for each parcel in a residential subdivision, shall be 0.75 acre-feet per year. The maximum daily water requirement for both indoor and outdoor purposes, for each parcel in a residential subdivision, shall be 670 gallons/day. Necessary fire flow will be provided to each residence.

The maximum annual water requirement for both indoor and outdoor purposes, for the entirety of the residential subdivision, shall be 278.25 acre-feet per year. The maximum daily water requirement for both indoor and outdoor purposes, for the entirety of the residential subdivision, shall be 248,570 gallons/day. Necessary fire flow will be provided for the entirety of the subdivision.

Describe the availability and sources of water to meet the subdivision's maximum annual water requirements: For residential use, Moongate Water Company will provide service. A letter stating will be included at the end of this report.

Describe the means of water delivery within the subdivision: Developer will install 8" main lines and 3/4" service lines into each individual lot. At the time of preparation of this document, fire flow provided will be 1000 gallons per minute (gpm) for a 2-hour duration period.

Describe any limitations and restrictions on water use in the subdivision: Water will not be provided for recreational use. There are no anticipated limitations, physical or legal, for the indicated uses.

Summarize the provisions of any covenants or other restrictions requiring the use of water saving fixtures and other water conservation measures: Use of water saving fixtures and other water conservation measures must be installed as per code. For landscape and irrigation features requiring water supply, grasses should be selected that are well adapted to local climatic conditions, and non-native grasses are discouraged. Low-water use landscaping techniques applying the principles of xeriscape shall be utilized. Drip irrigation is encouraged whenever possible. Water will not be provided for other outdoor uses such as swimming pools, hot tubs, water fountains, and decorative ponds.

Describe what measures, if any, will be employed to monitor or restrict water use in the subdivision: Moongate Water Company will use monthly meter readings to monitor usage by customers.

18. FOR SUBDIVISIONS WITH COMMUNITY WATER SYSTEMS

Name and address of entity providing water: Moongate Water Company, 9301 Bataan Memorial West, Las Cruces, NM, 88012

Source of water and means of delivery: Water will be brought to the subdivision utilizing 8" main lines through local roadways, and 3/4" service lines will be installed for each individual lot.

Summary of any legal restrictions on either indoor or outdoor usage: None

Statement that individual wells are prohibited, if such is the case: Well are prohibited

19. FOR SUBDIVISIONS WITH INDIVIDUAL DOMESTIC WELLS OR SHARED WELLS

State whether wells will be provided by the subdivider or by the prospective purchaser/lessee/ conveyee: NA

If wells are provided by purchaser/lessee/conveyee, state the estimated cost to complete a domestic well, including drilling, pressure tank, control devices, storage and treatment facilities: NA

If wells are provided by the subdivider, state the cost, if any to the purchaser/lessee/conveyee: NA

Summary of legal restrictions on either indoor or outdoor usage: NA

Average depth to groundwater and the minimum and maximum well depths to be reasonably expected: NA

Recommended total depth of well: NA

Estimated yield in gallons per minute of wells completed to recommended total depth: NA

20. LIFE EXPECTANCY OF WATER SUPPLY

State the life expectancy of each source of water supply for the subdivision under full development of the subdivision: 40 Years.

21. SURFACE WATER*

*Not applicable where subdivider intends to provide water for domestic use.

Provide a detailed statement of the source and yield of the surface water supply and any restrictions to which the surface water supply is subject: NA

22. NEW MEXICO STATE ENGINEER'S OPINION ON WATER AVAILABILITY

Include here the approved summary of the opinion received by the Board of County Commissioners from the New Mexico State Engineer regarding:

Whether or not the subdivider can furnish water sufficient in quantity to fulfill the maximum annual water requirements of the subdivision, including water for indoor and outdoor domestic uses: Will be included in the appendix if provided.

Whether or not the subdivider can fulfill the proposals in this disclosure statement concerning water, excepting water quality: Will be included in appendix if provided.

23. WATER QUALITY

Describe the quality of water available in the subdivision available for human consumption: Moongate Water Company is a regulated public utility. Water provided by Moongate Water Company is presently suitable for residential use and meets all NMED quality parameters. Additional information is available at Moongate Water Company office.

Describe any quality that would make the water unsuitable for use within the subdivision: None

State each maximum allowable water quality parameter that has been exceeded with the approval of the Board of County Commissioners and the name of the element, compound or standard that has exceeded that parameter: None

24. NEW MEXICO ENVIRONMENT DEPARTMENT'S OPINION ON WATER QUALITY

Include here the approved summary of the opinion received by the Board of County Commissioners from the New Mexico Environment Department on:

Whether or not the subdivider can furnish water of an acceptable quality for human consumption and measures to protect the water supply from contamination in conformity with state regulations: Will be included in appendix if provided.

Whether or not the subdivider can fulfill the water quality proposal made in this disclosure statement: Will be included in appendix if provided.

Whether or not the subdivider's proposal for water quality conforms to the County's water quality regulations: Will be included in appendix if provided.

25. LIQUID WASTE DISPOSAL

Describe the precise type of liquid waste disposal system that is proposed and that has been approved by the Board of County Commissioners for use within the subdivision: Liquid Waste disposal will be by sewer system owned operated and maintained by the City of Las Cruce

NOTE: NO LIQUID WASTE DISPOSAL SYSTEM MAY BE USED IN THIS SUBDIVISION OTHER THAN A SYSTEM APPROVED FOR USE IN THIS SUBDIVISION BY THE BOARD OF COUNTY COMMISSIONERS. PRIOR TO OCCUPANCY, ALL LOTS MUST HAVE EVIDENCE OF A FUNCTIONING LIQUID WASTE DISPOSAL SYSTEM INSTALLED BY A LICENSED

CONTRACTOR OR PLUMBER IN ACCORDANCE WITH PERMITS ISSUED BY THE NEW MEXICO ENVIRONMENT DEPARTMENT, INSPECTED BY THE CONSTRUCTION INDUSTRIES DIVISION, AND VERIFIED BY THE OFFICE OF BUILDING INSPECTION.

26. N.M. ENVIRONMENT DEPARTMENT'S OPINION ON LIQUID WASTE DISPOSAL

Include here the approved summary of the opinion received by the Board of County Commissioners from the New Mexico Environment Department on:

Whether there are sufficient liquid waste disposal facilities to fulfill the requirements of the subdivision in conformity with state regulations: Will be included in appendix if provided.
Whether or not the subdivider can fulfill the liquid waste proposals made in this disclosure statement: Will be included in appendix if provided.

Whether or not the subdivider's proposal for liquid waste disposal conforms to the County's liquid waste disposal regulations: Will be included in appendix if provided.

27. SOLID WASTE DISPOSAL

Describe the means of solid waste disposal that is proposed for use within the subdivision:
Trash collection for this subdivision will be provided by City of Las Cruces and will be disposed of in a certified landfill per their requirements.

28. NEW MEXICO ENVIRONMENT DEPARTMENT'S OPINION ON SOLID WASTE DISPOSAL

Include here the approved summary of the opinion received by the Board of County Commissioners from the New Mexico Environment Department on:

Whether or not there are sufficient solid waste disposal facilities to fulfill the needs of the subdivision in conformity with state regulations: To be included if provided.

Whether or not the subdivider can fulfill the solid waste proposals made in this disclosure statement: To be included if provided.

Whether or not the subdivider's proposal for solid waste disposal conforms to the County's regulations on solid waste disposal: To be included if provided.

29. TERRAIN MANAGEMENT

Describe the suitability for residential use of the soils in the subdivision as defined in the Natural Resource Conservation District's soil survey for Doña Ana County: Hydrologic soil classifications for the project site were determined using soil survey data obtained from the Natural Resources Conservation Service (NRCS) Web Soil Survey. According to the soil survey mapping, the site is comprised of approximately 20 percent Berino–Bucklebear Association (map unit BJ) and 80 percent Berino–Pintura Complex (map unit BL).
The BJ association consists primarily of Berino, Bucklebear, and Doña Ana soils, which are classified as Hydrologic Soil Group B. For the purposes of this drainage analysis, the BJ association is assumed to consist of 100 percent Group B soils.

The BL complex is composed of approximately 50 percent Berino soils, classified as Hydrologic Soil Group B; 25 percent Pintura soils, classified as Group A; and 25 percent Doña Ana, Bucklebear, Onite, and Pajarito soils, all classified as Group B. Based on this distribution, the BL complex is conservatively represented as 88 percent Group B soils and 12 percent Group A soils for hydrologic modeling.
The subject property is currently located outside a FEMA designated Special Flood Hazard Area (SFHA), within Zone X – Areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and protected by levees from 100-year flood. The subject property and its flood zone can be further identified on FIRM No, 35013C0913G and 35013C0925G, dated July 6, 2016 for the subdivision area shows that this area is in Zone X, outside the 500-year floodplain. No lots are located on slopes exceeding 8%. The geographical location of this development provides for very low peak runoff rates. It is recommended that any future building pads be constructed with a minimum finished PAD elevation of 12 inches above the highest adjacent grade. The fill material should be compacted to 95 percent of ASTM D1557 and extended 5 feet beyond the perimeter of the home, then extended to natural ground at a slope not to exceed 3:1. The land tract is currently vacant desert terrain. The average annual air temperature is sixty-two degrees F. The Purchaser may obtain the opinion of a registered engineer as to the suitability of soil for construction of their particular residence. The purchaser, at any time prior to closing, may enter the lot to have a subsoil investigation performed. Purchaser, its successors and assigns, shall indemnify and hold the Subdivider harmless for any loss or damage or claim resulting therefrom. For more information, please refer to the Final Drainage report for this subdivision.

Describe any measures necessary for overcoming soil and topographic limitations, and who will be responsible for implementing these measures: None

Identify by lot and block numbers all parcels within the subdivision that are subject to flooding: All lots in this subdivision are located outside the 500-year flood plain (Flood Insurance Rate Map).

Identify by lot and block number all parcels within the subdivision located in whole or in part on slopes in excess of 8%: There are no grades that exceed 8%.

Describe the surface drainage for all lots in the subdivision: External runoff will be allowed to traverse the property with minor impedances. Individual property owners should not be allowed to alter runoff entrance or exit ponds.

Describe the subsurface drainage for all lots in the subdivision: NA

Describe the nature, location and completion dates of all storm drainage systems constructed or required to be constructed in the subdivision: All excess stormwater drainage produced by lot development will be retained in the onsite ponds. These ponds will be constructed during the original infrastructure installation. It is important to note that no additional stormwater than pre-development conditions is proposed to exit the property. Individual property owners should not be allowed to alter runoff entrance or exit ponds.

NOTE: AN EXCERPTED COPY OF THAT PORTION OF THE APPROVED GRADING AND DRAINAGE PLAN FROM THE TERRAIN MANAGEMENT

PLAN APPLICABLE TO THE LOT BEING PURCHASED IS TO BE ATTACHED TO THIS DISCLOSURE STATEMENT TO BE PROVIDED TO THE BUYER, AND SAID COPY SHALL BE ATTACHED TO AN APPLICATION FOR A BUILDING PERMIT ON THE LOT BEING PURCHASED.

30. NATURAL RESOURCE CONSERVATION DISTRICT'S OPINION ON TERRAIN MANAGEMENT

Include here the approved summary of the opinion received by the Board of County Commissioners from the Soil & Water Conservation District on:

Whether or not the subdivider can furnish terrain management sufficient to protect against flooding, inadequate drainage and soil erosion: Will be included in appendix if provided.

Whether or not the subdivider can satisfy the terrain management proposals made in this disclosure statement: Will be included in appendix if provided.

Whether or not the subdivider's terrain management proposals conform to the County's regulations on terrain management: Will be included in appendix if provided.

31. SUBDIVISION ACCESS

Name of town nearest to subdivision: The closest town is Las Cruces NM.

Distance from nearest town to subdivision and the route over which that distance is computed: Solara Springs is located in Doña Ana County approximately and boarders the Doña Ana County and City of Las Cruces municipal boundary on the west and south boundaries of the site. Solara Springs is also located about 1.6 miles north of the US Highway 70.

Describe access roads to subdivision: The easiest access to the subdivision is by heading northeast on US Highway 70, then north on Jornada Road. Additional access to the site can be made heading east along Peachtree Hills Road, accessed from Jornada Road.

State whether or not subdivision is accessible by conventional vehicle: The development is ordinarily accessible in all seasons of the year and under all weather conditions by conventional vehicle via Jornada Road.

State whether or not subdivision is ordinarily accessible at all times of the year and under all weather conditions: The development is ordinarily accessible in all seasons of the year and under all weather conditions by conventional vehicle via Jornada Road.

Describe the width and surfacing of all roads within the subdivision: The internal roads of this subdivision will consist of a minimum 32'-wide roadways, measured from face of curb to face of curb, centered in a 50' road right-of-way. The surface will be asphalt concrete on aggregate base course.

State whether the roads within the subdivision have been accepted for maintenance by the County: Roads have not yet been accepted for maintenance by the County.

If the roads within the subdivision have not been accepted for maintenance by the County, state how the roads will be maintained and describe lot owners' responsibilities and obligations with respect to road maintenance: In the scenario that the internal roadways are not accepted for

maintenance by the County, it will be the responsibility of the HOA to maintain internal roadways.

32. MAINTENANCE

State whether the roads and other improvements within the subdivision will be maintained by the county, the subdivider or an association of lot owners, and what measures have been taken to make sure that maintenance takes place: The developer intends to offer internal roadways to Doña Ana County for maintenance. The subdivider's construction responsibility extends to the construction of roadway systems, gas systems, water supply systems, sewer systems, drainage system, street lighting and dry utilities and making available utilities to the lot line. The Moongate Water Company will maintain all water distribution systems stated above. The City of Las Cruces will maintain all sewer system. There will be a monthly charge as established by Moongate water Company for water, the City of Las Cruces for sewer and gas with other system maintenance per the rules of the NM Public Utility Commission. Maintenance of the drainage easements, including drainage structures, will be the responsibility of the individual property owners of parcels on which the easements and structures are located. Maintenance of the ponding tract will be the responsibility of the developer.

33. STATE HIGHWAY DEPARTMENT'S OPINION ON ACCESS

Include here the approved summary of the opinion received by the Board of County Commissioners from the State Highway and Transportation Department on:

Whether or not the subdivider can fulfill the state highway access requirements for the subdivision in conformity with state regulations:
Will be included in appendix if provided.

Whether or not the subdivider can satisfy the access proposal made in this disclosure statement:
Will be included in appendix if provided.

Whether or not the subdivider's access proposals conform to the County's regulations on access:
Will be included in appendix if provided.

34. CONSTRUCTION GUARANTEES

Describe any proposed roads, drainage structures, water treatment facilities or other improvements that will not be completed before parcels in the subdivision are offered for sale:
None.

Describe all performance bonds, letters of credit or other collateral securing the completion of each proposed improvement: NA

NOTE: UNLESS THERE IS A SUFFICIENT BOND, LETTER OF CREDIT OR OTHER ADEQUATE COLLATERAL TO SECURE THE COMPLETION OF PROPOSED IMPROVEMENTS, IT IS POSSIBLE THAT THE PROPOSED IMPROVEMENTS WILL NOT BE COMPLETED. CAUTION IS ADVISED.

35. ADVERSE OR UNUSUAL CONDITIONS

State any activities or conditions adjacent to or nearby the subdivision, such as feed lots, dairies, cement plants or airports that would subject the subdivided land to any unusual conditions affecting its use or occupancy: There are no known existing conditions that would subject the subdivided land to any unusual conditions affecting its use or occupancy.

36. RECREATIONAL FACILITIES

Describe all recreational facilities, actual and proposed in the subdivision: None

State the estimated date of completion of each proposed recreational facility: NA

State whether or not there are any bonds, letters of credit or other collateral securing the construction of each proposed recreational facility and describe any such bond, letter of credit or other collateral: NA

37. FIRE PROTECTION

Distance to nearest fire station from subdivision: Solara Springs is approximately 3 miles away from Las Cruces Fire Station 5, measuring from the southeast corner of the site. The City of Las Cruces station 5 5 fire station is located at 5998 Bataan Memorial East.

Route over which that distance is computed: Beginning at the fire station, head southwest on US Highway 70, north along Mesa Grande Drive, then east along Peachtree Hills Road.

State whether the fire department is full-time or volunteer: Full-time

38. POLICE PROTECTION

List the various police units that patrol the subdivision.

Sheriff's department, if applicable: Doña Ana County Sheriff Department, located in Las Cruces, has jurisdiction to respond to emergency calls.

Municipal police, if applicable:

State police, if applicable:

39. PUBLIC SCHOOLS

Name of and distance to nearest public elementary school serving the subdivision: Sunrise-Chaves Elementary School, which is located east of the subdivision at 5300 Holman Road, approximately less than 1 mile.

Name of and distance to nearest public junior high or middle school serving the subdivision:

Mesa Middle School: approximately less than 1 mile

Name of and distance to nearest public high school serving the subdivision:
Onate High School: approximately 2 miles

40. HOSPITALS

Name of nearest hospital: The nearest emergency medical facility is Mountain View Regional Medical Center

Distance to nearest hospital and route over which that distance is computed: 8.5 miles measuring from the southern entrance to the site along Peachtree Hills Road. The Medical Center is located at 4311 Lohman Avenue.

Number of beds in nearest hospital: 168

41. SHOPPING FACILITIES

Description of nearest shopping facilities including number of stores: The nearest major neighborhood shopping center is Mesilla valley Mall located 9 miles southwest of the subdivision with access to I-25. Various convenience stores are found along US Highway 70.

Distance to nearest shopping facilities and route over which that distance is computed: . 9 miles.

42. PUBLIC TRANSPORTATION

Describe all public transportation that serve the subdivision on a regular basis: None

43. AGRICULTURE

New Mexico law includes statute (NMSA 1978, §47-9) cited as the Right to Farm Act. According to this law, any agricultural operation or facility is not, nor shall it become, a private or public nuisance by any changed condition in or about the locality of the operation or facility, if the operation was not a nuisance at the time it began and has been in existence for more than a year. The Right to Farm Act includes, but is not limited to, operations and facilities within the farm or ranch such as: chemical application, field preparation, irrigation, cultivation, conservation practices, pruning, plowing, planting, roadside market or any other use of the land for the production of plants, crops, trees, forest products, orchard crops, livestock, poultry or fish.

44. CULTURAL AND HISTORIC PROPERTIES PROTECTION

There are/are not any properties within the boundary of this subdivision that have been entered into the New Mexico Register of Cultural Properties. Any such properties entered in the Register must comply with the requirements of the Cultural Properties Act NMSA 1978, §§ 18-6-1 through 18-6-17 and all applicable laws regarding cultural properties and archaeological sites.

No investigation into unmarked burials has been made. Should unmarked human burials be discovered during construction, local law enforcement shall be notified, which will then notify the State Medical Investigator and the State Historic Preservation Office.

45. CERTIFICATION AND NOTARY

I certify that the information provided by me in this disclosure statement is true and correct.

_____	_____
Signature	Print your name here
_____	_____
Address	City, state and zip code
_____	_____
Telephone number(s)	Corporation or Partnership

STATE OF NEW MEXICO)
COUNTY OF DOÑA ANA) ss

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__.

My Commissioner Expires: _____ _____
Notary Public

PLANNING AND ZONING COMMISSION

DOÑA ANA COUNTY
COMMUNITY DEVELOPMENT DEPT.
Doña Ana County Government Complex
845 N. Motel Blvd., Las Cruces, New Mexico 88007
Office: (575) 647-7250

MEETING DATE: May 28, 2026

CASE No: SD26-003

REQUEST: Preliminary Plat Approval for Solara Springs Subdivision

PURPOSE: Development of a 371 (371) lot residential subdivision

PROPERTY OWNER: Ken Thurston Development Corp.

APPLICANT: Ken Thurston Development Corp

LOCATION: NE corner of N. Jornada Road and Peachtree Hills Road, Las Cruces, NM

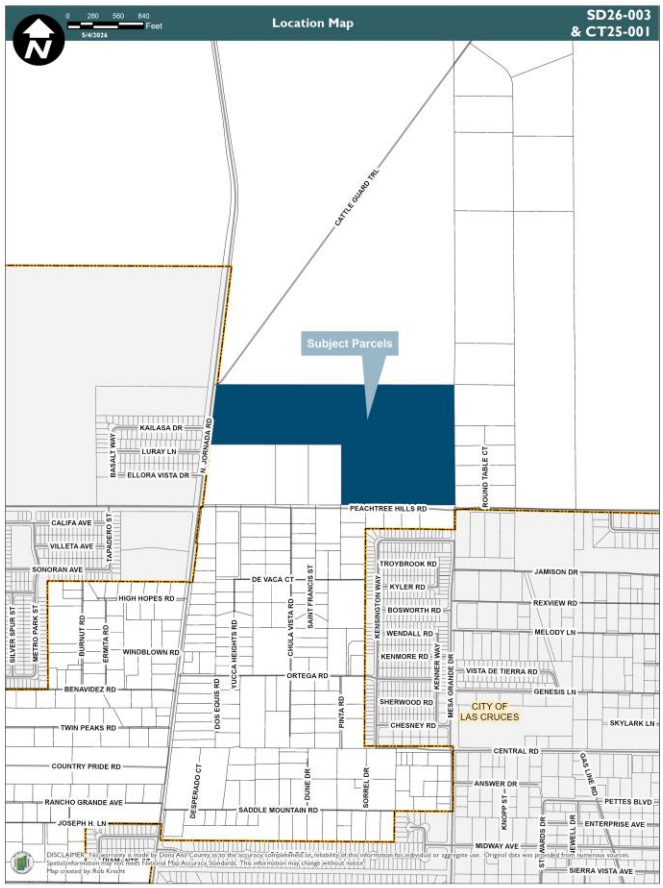
EXISTING ZONING D2 (Medium Density Residential)

PROPERTY SIZE: 60.00-acres

PARCEL ID NO: R0321459

RECOMMENDATION: Conditional Approval

CASE MANAGER: Albert Casillas, Chief Planner



SUMMARY: A request submitted by Ken Thurston Development Corporation, owner, a Type Two Subdivision for 371 residential lots on a parcel totaling 60.00 ± acres, lots ranging in size from 0.047 acres to .179 acres, to be known as Solara Springs Subdivision. The property is identified as being within Section 10, T22S, R2E, recorded in the Office of the Doña Ana County Clerk on October 31, 2024, under Instrument No. 2423952 and can be further identified by Parcel/Account No. R0321459.

REPORT CONTENTS: 1. Case Analysis. 2. Preliminary Plat. (3) GIS Info and Maps (4) Disclosure Statement.

SURROUNDING ZONING / LAND USES

SITE	ZONING	LAND USE
North	BLM	Desert Landscape
South	D1-L/D2/CLC	Residential
East	D1/D2	Residential/Desert Landscape
West	CLC	Residential/Schools

Existing Conditions/Zoning
Prior to February 2, 2017, the subject property was in a ER3/4M Zone (Z2002-009). On December 13, 2016, the Unified Development Code and the Official Zoning Map of Doña Ana County was approved by the Board of County Commissioners and went into effect on February 2, 2017, when the subject property was zoned D2 (Medium Density Residential) zone from ER3/4M. The D2 zone permits a mixture of single-family site-built homes, mobile homes, duplex residences, and related residential support uses. The property is currently assessed as non-residential (vacant) land by the Doña Ana County Assessor's Office. Access to the property is from North Jornada Road, a paved City maintained 60' ROW, Peachtree Hills Road and Mesa Grande Drive, which will require improvements as part of this project.

Background
In 2022, Cases No. Z22-014 and SU22-032 were submitted for a community solar generating facility, to be known as the Mesa Vista Solar, LLC. The zone chance was to go from D2 to T2 (Rural) zone. The SUP expired due to the one-year time limitation. In 2024, Case No. Z24-015 reverted the zoning back to a D2 zone.

A Town Hall meeting was held on November 13, 2025, at the Mesa Middle School located at 7225 N. Jornada Road to present the proposed development.

The Request
The applicant is proposing a Type II residential subdivision of 371 lots on 60.00 ± acres, lots ranging in size from 0.047 acres to .179 acres, to be known as the Solara Springs Subdivision Phase 1 and Phase 2. All utilities will be underground, with the exception of solid waste disposal. Water services will be provided by Moongate Water Company. Wastewater services will be provided by the City of Las Cruces. Main access to the subdivision will be from Jornada Road onto the internal proposed 50' ROW's. All residential lots will be accessible from paved maintained roadway meeting applicable standards to include emergency access. The internal roadways will be DAC maintained roadways upon completion of a 1-yr warranty period. The roads within the subdivision will consist of a minimum 32'-wide roadways, measured from face of curb to face of curb, centered in a 50' road right-of-way. The surface will be asphalt concrete on aggregate base course. There are proposed neighborhood multi-purpose fields, open

spaces and plaza as part of the Community Type subdivision. This subdivision is contingent on the approval of CT25-001, a Community Type application to create a "Neighborhood" Community Type. Notice requirements have been met, and the data requirements were reviewed by the appropriate agencies. All infrastructure improvements, such as drainage, ponding and roadways will be inspected to insure County standards are met. The preliminary plat application meets the UDC standards of Chapter 350 of the Unified Development Code, Article IV Subdivisions.

APPLICABLE PLANS, POLICIES, AND CRITERIA FOR APPROVAL

Chapter 350 Unified Development Code Article IV Subdivisions
§ 350-104.C.9 Duties of the Planning and Zoning Commission
§ 350-212 Subdivision Procedures:
§ 350-212.A General Rule
§ 350-212.B Pre-application Conference
§ 350-212.D Agency Review
§ 350-212.E General Notice Requirements
§ 350-212.G Preliminary Plat Review
Article IV Subdivisions
§ 350-401 P&Z Review
§ 350-402 Development Review Committee
§ 350-407 Subdivision Data Requirements

AGENCY COMMENTS:

DAC Engineering:

1. Missing Geo-Tech Report
2. Provide TIA as road improvements are needed for Jornada & Peachtree Hills.
3. For construction drawings, road section will need to be provided.
4. On Disclosure Statement, verify solid waste provider.

DAC Flood Commission:

Master Plan Comments:

1. There was not a copy of the final Grading and Drainage plan for the subdivision.
2. No plan and profiles for all components of the storm drainage system or the roadway proposed to be constructed within and adjacent to the subdivision were provided.
3. Detail sheet for drainage system components as required to define structural or construction methods and requirements were not provided.
4. Detail sheet for roadway components as required to define structural or construction methods and requirements were not provided.
5. Retention basins will require fencing if deeper than three feet unless the pond is designed as an amenity with slopes less than 4:1. Fencing requirements may also be waived if an alternate drainage design demonstrates safe conditions and is approved by the County.

Drainage Report Comments:

1. Function, analysis and capacity calculations for all drainage system components that are part of the development proposal, which may include inlets, storm drains, and streets, were not provided.
2. Section 6.0:
   a. The final paragraph should say all excess stormwater produced by lot development will be contained in four retention basins

DAC Fire Marshal:

1. Community Type approved only.
2. Any new improvements or additions to existing proposal will be required to meet IFC 2021 fire code and fire suppression requirements.

Community Development Advanced Planning: See Attached Comments.

Las Cruces Public Schools: See Attached Comments.

DAC Building Services:

Building services has no concerns with Zone Change, pre-application meeting required prior to permitting, if approved.

NMDOT:

Recommend a traffic analysis be done to determine if the development will have a adverse impact to the surrounding transportation network

DAC Zoning Codes:

No violations on the property.

EBID:

Zone change does not affect EBID or its facilities.

NMED: A positive opinion is issued.

City of Las Cruces Utilities:

Review 1 – Juan Ricarte & Rocio Nasir 2/26/2026

Preliminary Plat –

1. Please include the following note: "THE DEVELOPER IS RESPONSIBLE FOR (A) ALL EASEMENTS, MAIN LINE EXTENSIONS, AND STUB-OUTS NECESSARY TO PROVIDE SEPARATE UTILITY SERVICES AND (B) COMPLIANCE WITH ALL APPLICABLE UTILITY STANDARDS."

Construction Plans –

General comments:

1. Please include plan & profile sheets.
2. Please show and call out how you will be connecting to existing sewer main line in Jornada Rd.
3. The utility general notes calls out for a gas line installation, but no gas line is being shown in the legend or in the plan.
4. Please call out all fittings for the gas main line. Please also show where you will be installing all excess flow valves and isolation valves. Placement of these valves will be reviewed.
5. Please install a sewer main line in between the manholes at the intersection of Dayspring Rd and Prairie Rd.
6. Please call out if the sewer mains that go into the apartment complexes will be private or city maintained. If city maintained, sewer lines will require manholes instead of cleanouts at the end of the lines. These sewer lines will also require easements if city maintained.
7. Upon the next review, there may be additional comments.

Mesilla Valley MPO:
The Mesilla Valley MPO has no comment on Thurston Agency Review. All the surrounding existing roadways, are classified as Major Collector or above. All roadways are subject to the County of Dona Ana Roadway standards. Additionally Jornada Rd along the west border of the noted land is a "Share the road" bike lane.

City of Las Cruces Community Development:
The City of Las Cruces Community Development Department has no issues with the proposed development.

NM Historic Preservation Division: A positive opinion is issued.

Office of State Engineer: A positive opinion is issued.

Doña Ana Soil & Water Conservation District: A positive Opinion is issued

PUBLIC NOTICE / NOTIFICATION

- Fifty-nine (59) letters of notification were mailed to the property owners within the area of notice on May 4, 2026, pursuant to §350-203 of the UDC.
- Legal Ads were placed in the Las Cruces Sun-News on May 5, 2026.
- Signs were posted on the property in a timely manner.
- Agenda posted on the DAC Web site.

STAFF ANALYSIS

The proposed Solara Springs Subdivision has gone through agency reviews. There are no negative opinions for the Preliminary Plat. This subdivision is contingent on the approval of CT25-001, a Community Type application to create a "Neighborhood" Community Type. The General Notice Requirements for Public Hearings on Preliminary Plats have been met. The Data Requirements were reviewed by the appropriate agencies, any remaining outstanding comments from the reviewing agencies will be addressed prior to the submittal of the Final Plat. All infrastructure improvements such as drainage, ponding and roadways will be reviewed and inspected to insure compliance with County standards. Water services will be provided by Moongate Water Company. Wastewater services will be provided by the City of Las Cruces. The Preliminary Plat Application is consistent with the UDC standards of Chapter 350 of the Unified Development Code, Article IV Subdivisions.

FINDINGS:

1. Pursuant to UDC §350-401 "the Planning and Zoning Commission is authorized to review and make recommendations for approval, approval with conditions or denial of preliminary plats to the Board of County Commissioners".
2. The property is located outside of any incorporated municipal zoning authority and is within Doña Ana County.
3. Pursuant to § 350-407 Subdivision Data Requirement: Approval Subdivision ensures the following:

a. Water quantity is sufficient to fulfill the maximum annual water requirements of the subdivision, including water for indoor and outdoor domestic uses, per the Office of the State Engineer.
b. Water is of an acceptable quality for human consumption and measures are taken to protect the water supply from contamination, per NMED requirements.
c. There is a means of liquid waste disposal for the subdivision, per NMED requirements.
d. There is a means of solid waste disposal for the subdivision, per NMED requirements.
e. There are satisfactory roads to each parcel, including entry and exit for emergency vehicles, and there are appropriate utility easements to each parcel, per DAC Fire Marshal's Office and DAC Engineering.
f. Terrain management protects against flooding, inadequate drainage, erosion and meets the requirements of the UDC, Article 6 Development Construction Standards, per DAC Flood Commission and the Doña Ana Soil and Water Conservation District.
g. There are protections for cultural properties, archaeological sites and unmarked burials that may be directly affected by the subdivision, as required by the Cultural Properties Act, per New Mexico SHPO.
h. The subdivider can fulfill the proposals contained in the disclosure statement for the subdivision.
i. The subdivision will conform to the New Mexico Subdivision Act and the UDC.

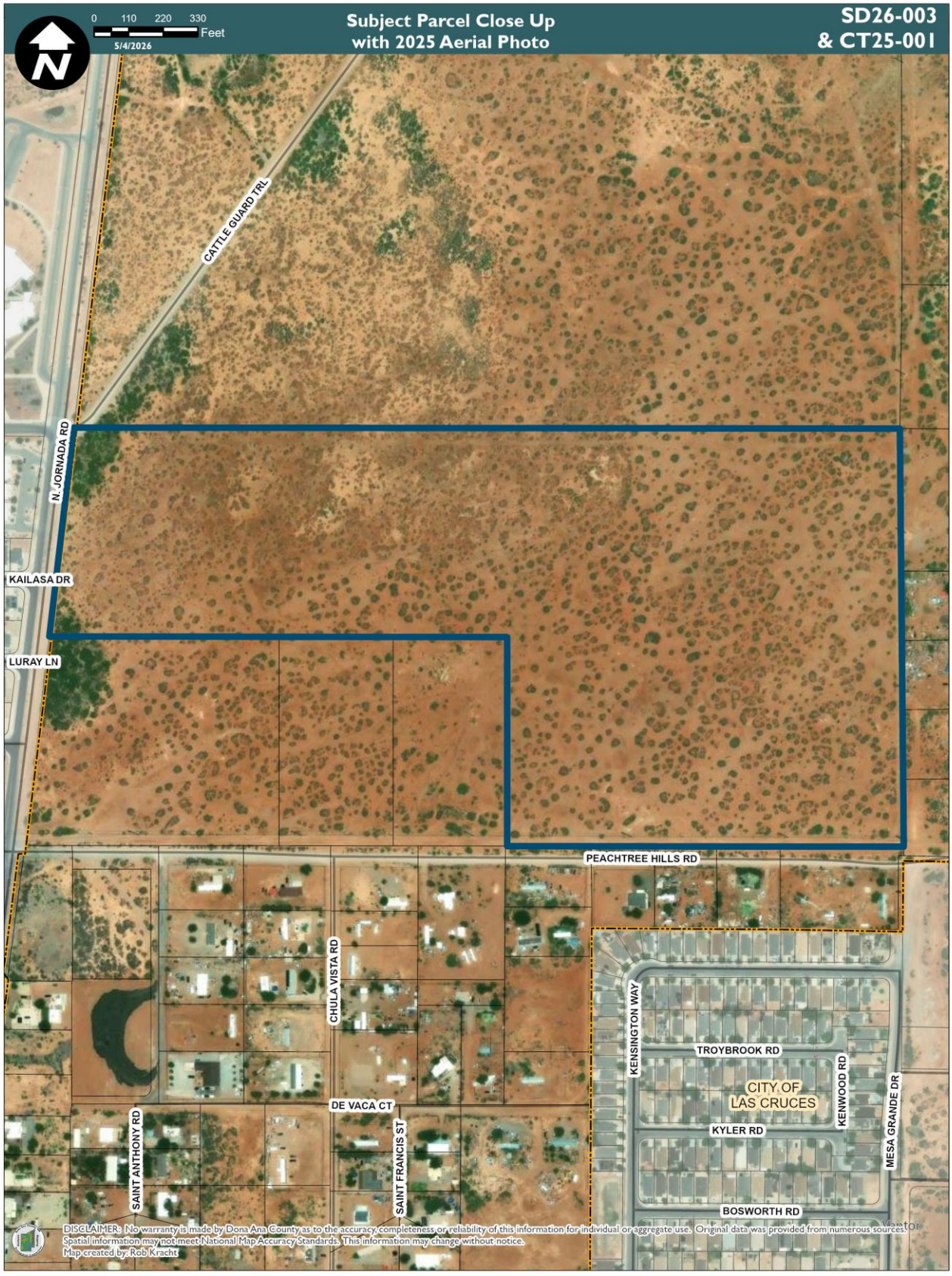
5. The Preliminary Plat Application is consistent with the UDC:
Chapter 350 Unified Development Code Article IV Subdivisions
§ 350-104.C.9 Duties of the Planning and Zoning Commission
§ 350-212 Subdivision Procedures:
§ 350-212.A General Rule
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STAFF RECOMMENDATION

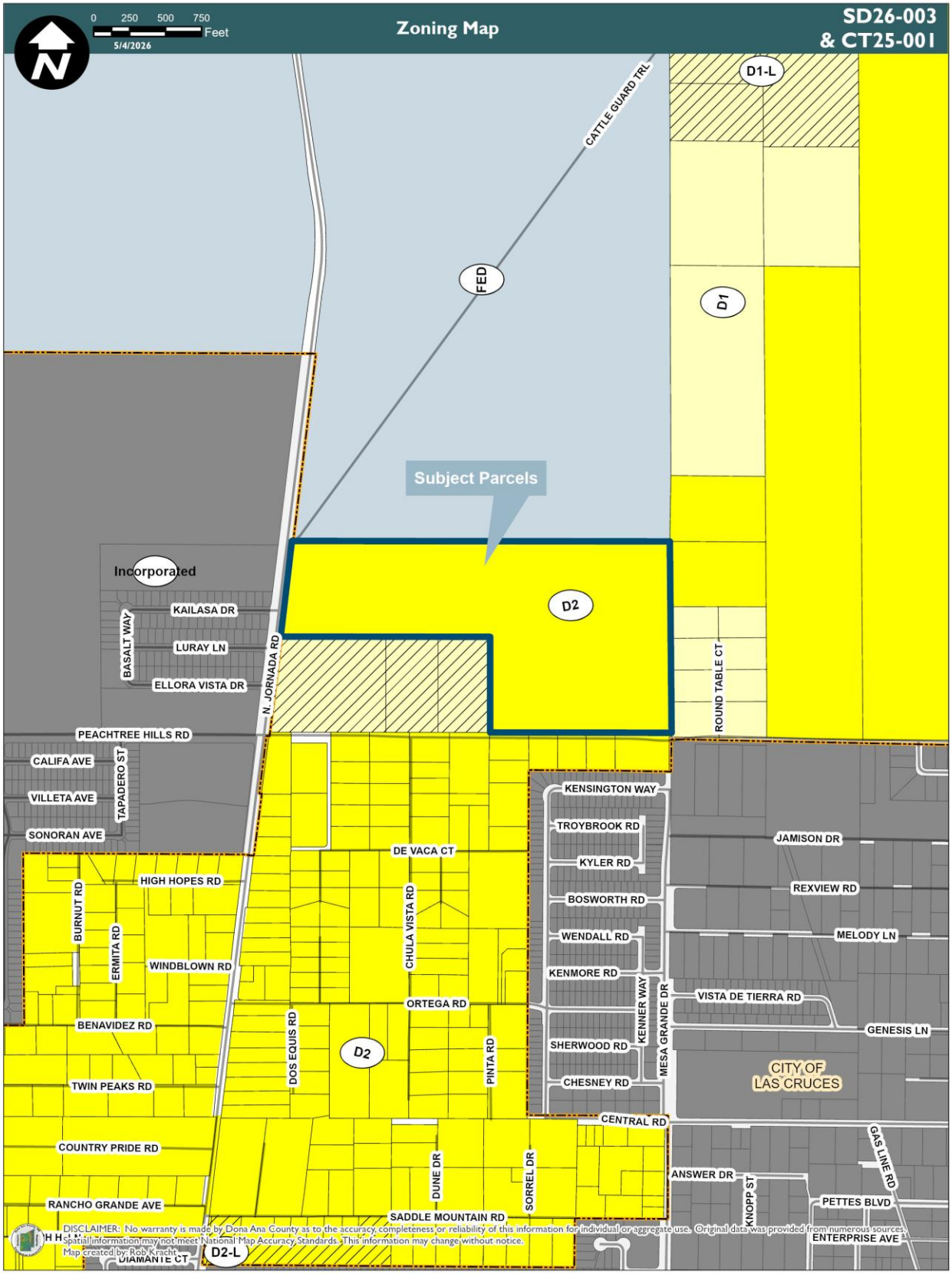
Based on the following findings, staff recommends **Conditional Approval** for the Solara Springs Subdivision Preliminary Plat.

1. This subdivision is contingent on the approval of CT25-001, a Community Type application to create a "Neighborhood" Community Type.
2. Continuity of planning, services, and infrastructure between the city, county and school district should be considered.
3. Final Construction Drawings shall include a shared-use path/multi-use path along the required improvements on Peachtree Hills.
4. Paint for pedestrian crossing for students to pass from the new subdivision to the school and back along N. Jornada Road.

CLOSE-UP OF SUBJECT PROPERTY



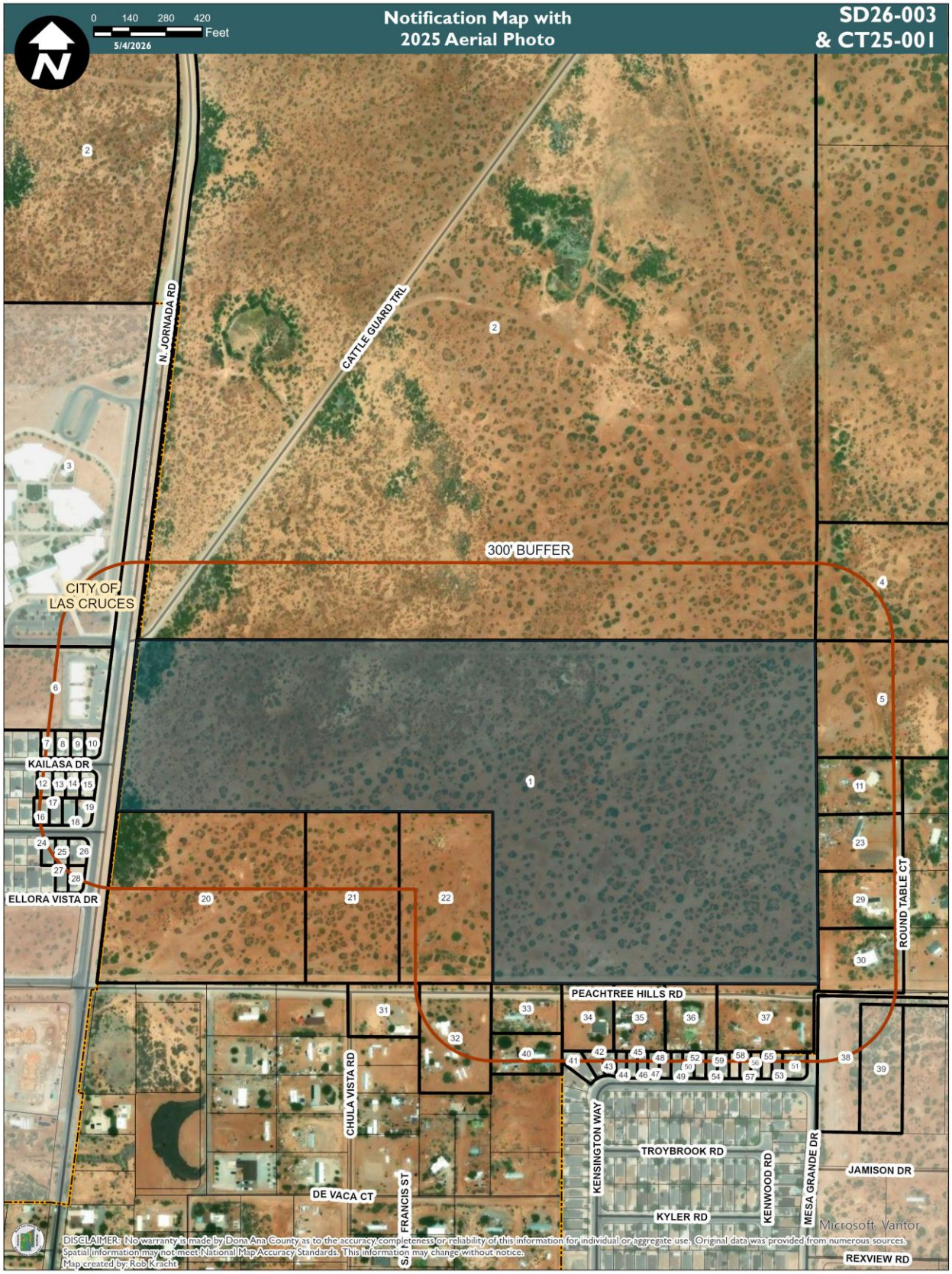
ZONING MAP


Zoning Map
SD26-003
& CT25-001
0 250 500 750 Feet
5/4/2026
D1-L
CATTLE GUARD TRL
FED
D1
Subject Parcels
Incorporated
D2
KAILASA DR
BASALT WAY
LURAY LN
ELLORA VISTA DR
N. JORNADA RD
ROUND TABLE CT
PEACHTREE HILLS RD
CALIFA AVE
VILLETA AVE
SONORAN AVE
TAPADERO ST
KENSINGTON WAY
TROYBROOK RD
KYLER RD
BOSWORTH RD
WENDALL RD
KENMORE RD
JAMISON DR
REXVIEW RD
MELODY LN
VISTA DE TIERRA RD
GENESIS LN
DE VACA CT
HIGH HOPES RD
BURNUT RD
ERMITA RD
WINDBLOWN RD
CHULA VISTA RD
ORTEGA RD
BENAVIDEZ RD
DOS EQUIS RD
PINTA RD
KENNER WAY
MESA GRANDE DR
SHERWOOD RD
CHESNEY RD
CITY OF LAS CRUCES
TWIN PEAKS RD
CENTRAL RD
COUNTRY PRIDE RD
DUNE DR
SORREL DR
ANSWER DR
GAS LINE RD
KNOPP ST
PETTES BLVD
RANCHO GRANDE AVE
SADDLE MOUNTAIN RD
ENTERPRISE AVE
DISCLAIMER: No warranty is made by Dona Ana County as to the accuracy, completeness or reliability of this information for individual or aggregate use. Original data was provided from numerous sources. Spatial information may not meet National Map Accuracy Standards. This information may change without notice.
Map created by: Rob Kracht
DIAMANTE CT
D2-L

SURROUNDING AREA LAND USES



PROPERTY NOTIFICATION AERIAL



NOTIFICATION TABLE

CODE	OWNERNAME	MAILADDR1	CITY	STATE	ZIP
1	THURSTON KENNETH R TRUSTEE	1880 E LOHMAN AVENUE	LAS CRUCES	NM	88001
2	UNITED STATES OF AMERICA	1800 MARQUESS	LAS CRUCES	NM	88005
3	UNITED STATES OF AMERICA	1800 MARQUESS	LAS CRUCES	NM	88005
4	THURSTON KENNETH R TRUSTEE	1880 E LOHMAN AVENUE	LAS CRUCES	NM	88001
5	THURSTON KENNETH R TRUSTEE	1880 E LOHMAN AVENUE	LAS CRUCES	NM	88001
6	AMANI LLC	3415 VISTA PRIMERA	LAS CRUCES	NM	88011
7	JOHNSON TIFFANY ANN	4965 KAILASA DR	LAS CRUCES	NM	88012
8	KRASON BRYCE	4969 KAILASA DRIVE	LAS CRUCES	NM	88012
9	MANN ANGELICA	4973 KAILASA DR	LAS CRUCES	NM	88012
10	SANTILLAN FABIANA	4977 KALLASA DR	LAS CRUCES	NM	88012
11	ALDABA JUAN DIEGO	7285 ROUNDTABLE CT #1	LAS CRUCES	NM	88012
12	SANCHEZ GIANNA	4962 KAILASA DR	LAS CRUCES	NM	88012
13	MORAGA ANI	4966 KAILASA DR	LAS CRUCES	NM	88012
14	FLORES DAVID	4970 AILASA DRIVE	LAS CRUCES	NM	88012
15	URBAN MICHAEL	4974 KAILASA DR	LAS CRUCES	NM	88012
16	GORDON TABITHA L	4981 LURAY LANE	LAS CRUCES	NM	88012
17	QUIROZ HEATHER ROSE	4987 LURAY LANE	LAS CRUCES	NM	88012
18	LEDEZMA BENJAMIN	4993 LURAY LANE	LAS CRUCES	NM	88012
19	GARCIA JOSE	4999 LURAY LANE	LAS CRUCES	NM	88012
20	ROMEO DAVID M	19195 MYSTIC POINT DR # 308	AVENTURA	FL	33180
21	ROMEO DAVID M	19195 MYSTIC POINT DR # 308	AVENTURA	FL	33180
22	HENRY ELSA L	9425 SCHAFFNER RD	LAS CRUCES	NM	88012
23	ALDABA NEIDA	7265 ROUNDTABLE COURT	LAS CRUCES	NM	88012
24	JOHNSON ROBERT C	4986 LURAY LANE	LAS CRUCES	NM	88012
25	PHAN IVY UYEN	4992 LURAY LANE	LAS CRUCES	NM	88012
26	RODRIGUEZ MARIA TERESA	4998 LURAY LANE	LAS CRUCES	NM	88012
27	BELTRAN JESSE	4991 ELLORA VISTA LOOP	LAS CRUCES	NM	88012
28	ADE-OSHIFOGUN TEMITOPE	4997 ELLORA VISTA DR	LAS CRUCES	NM	88012
29	AGUILERA MARIA DEJESUS	4878 WINDROSE CT	LAS CRUCES	NM	88007
30	JACK MELANIE S	7225 ROUND TABLE	LAS CRUCES	NM	88012
31	AGUILERA DORA L	5260 PEACHTREE HILLS RD	LAS CRUCES	NM	88012
32	PALMER LESTER DALE	PO BOX 1942	LAS CRUCES	NM	88004

33	GONZALEZ-LOPEZ OMAR	5330 PEACHTREE HILLS RD	LAS CRUCES	NM	88012
34	ORDONEZ DELIA M	5380 PEACHTREE HILLS RD	LAS CRUCES	NM	88012
35	AGUILAR JULIO G & GUSTAVA A	5390 PEACHTREE HILLS	LAS CRUCES	NM	88012
36	BARRETT YVETTE L	5410 PEACHTREE HILLS ROAD	LAS CRUCES	NM	88012
37	MALDONADO ANITA M	5490 PEACHTREE HILLS RD	LAS CRUCES	NM	88012
38	KEN THURSTON DEVELOPMENT CORP	1880 E LOHMAN AVE	LAS CRUCES	NM	88001
39	KEN THURSTON DEVELOPMENT CORP	1880 E LOHMAN AVE	LAS CRUCES	NM	88001
40	PEREZ ROBERTO L & SUSIE	5340 PEACHTREE HILLS RD	LAS CRUCES	NM	88012
41	DOAN VIET SANG	5103 KENSINGTON WAY	LAS CRUCES	NM	88012
42	MACMILLAN REBECCA L	5101 KENSINGTON WAY	LAS CRUCES	NM	88012
43	GALLEGOS SARA EDITH	5107 KENSINGTON WAY	LAS CRUCES	NM	88012
44	YU-SHATTUCK SHARON	3901 SONOMA SPRINGS APT 1601	LAS CRUCES	NM	88011
45	RENTERIA MARIA G	5111 KENSINGTON WAY	LAS CRUCES	NM	88012
46	HOMMER DAWN Z	5113 KENSINGTON WY	LAS CRUCES	NM	88012
47	REDWINE MICHAEL D	5115 KENSINGTON WAY	LAS CRUCES	NM	88012
48	5117 KENSINGTON WAY LLC	PO BOX 16373	LAS CRUCES	NM	88004
49	RIVIERE RONALD & ROSELYNE	5119 KENSINGTON WY	LAS CRUCES	NM	88012
50	PONCE ANAHI CARRAZCO	5121 KENSINGTON WAY	LAS CRUCES	NM	88012
51	ALBIDREZ MICHAEL	5141 KENSINGTON WAY	LAS CRUCES	NM	88012
52	ALLEN MICHELLE	5123 KENSINGTON WAY	LAS CRUCES	NM	88012
53	GRIDER GARY A TRUSTEE	3 STAR DANCER TRAIL	SANTA FE	NM	87506
54	5125 KENSINGTON WAY LLC	PO BOX 16373	LAS CRUCES	NM	88004
55	EAST POINTE PROPERTIES LLC	9704 LONA LN NE	ALBUQUERQUE	NM	87111
56	SNYDER RENN	5133 KENSINGTON WAY	LAS CRUCES	NM	88012
57	MONTOYA ANDRES	5131 KENSINGTON WAY	LAS CRUCES	NM	88012
58	TOUSIGNANT PAUL M	3955 SOMBRA MORADA RD	LAS CRUCES	NM	88012
59	LLOYD JUSTIN	930 WYCKFORD DR APT C	INDIANAPOLIS	IN	46214