



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Agenda - Final County Council - Regular Session

*David Izraelevitz, Council Chair; Susan O'Leary, Council Vice
Chair; Christine Chandler, James Chrobocinski, Antonio
Maggiore, Rick Reiss, and Pete Sheehey, Councilors*

Tuesday, April 4, 2017

6:00 PM

Council Chambers - 1000 Central Avenue
TELEVISED

1. OPENING/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

4. APPROVAL OF AGENDA

5. PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS

A. [8071-16](#) Public Website Project Update

Presenters: John Roig, Chief Information Officer and Pam
Justice, Senior Web Developer

Attachments: [A - Public Website Replacement Project Council
Presentation.pdf](#)

B. [9022-17](#) Proclamation declaring the Month of April as "Donate Life Month"
in Los Alamos County (accepted by Kathie Walters)

Presenters: County Council - Regular Session

C. [9023-17](#) Proclamation declaring April 29 as "Clean Up Los Alamos Day" in
Los Alamos County (accepted by Angelica Gurule, Environmental
Services Division Manager)

Presenters: County Council - Regular Session

6. PUBLIC COMMENT FOR ITEMS ON CONSENT AGENDA

7. CONSENT AGENDA

April 4, 2017 Consent Motion:

Consent Motion -

- A. [RE0337-17](#) Incorporated County of Los Alamos Resolution No. 17-05: A resolution authorizing the County to submit an application for financial assistance to refinance the existing Eco Station loan with the New Mexico Finance Authority.

Presenters: Joe D'Anna, Chief Financial Officer

Attachments: [A - Publication Notice for Resolution 17-05](#)
[B - Incorporated County of Los Alamos Resolution 17-05](#)

- B. [AGR0492-17](#) Contract for General Services, Agreement No. AGR 17-939 with Tyler Technologies in the Amount of \$726,261 dollars, plus Applicable Gross Receipts Tax, for Continued Software Subscription and Training on the EnerGov Software for Planning, Permitting, Code Enforcement and Licensing Management.

Presenters: Paul Andrus

Attachments: [A- Contract for General Services Agreement AGR17-939 Tyler Energov FINAL](#)

- C. [AGR0495-17](#) Award of Bid No. 17-029 in the Amount of \$1,374,150.55 plus Applicable Gross Receipts Tax to Star Paving Company for Construction of the North Mesa Phase 1 Improvements Project; Establish a Project Budget in the Amount of \$1,683,946 for Roadway Improvements; and Approve Related Budget Revision 2017-20 in the Amount of \$100,000.

Presenters: Philo Shelton, Public Works Director and Eric Martinez, County Engineer

Attachments: [A - Project Budget Spreadsheet.pdf](#)
[B - Budget Revision - Form 2017-20.pdf](#)

- D. [9234-17](#) DWI Planning Council Reappointments

Presenters: Kirsten Bell

Attachments: [A - DWI Planning Council Membership Roster](#)
[B - Applications for Reappointment](#)

- E. [9286-17](#) Consideration of Budget Revision 2017-19

Presenters: Karen Kendall and Joe D'Anna

Attachments: [A - Budget Revision 2017-19](#)

8. INTRODUCTION OF ORDINANCE(S)

- A. [CO0494-17](#) Incorporated County of Los Alamos Code Ordinance No. 02-271;

An Ordinance amending the Code of the Incorporated County of Los Alamos by Amending Ordinance No. 02-078, § 2, 10-3-2006 Amending Chapter 8 and Ordinance No. 02-234, § 2, 10-29-2013; and Amending Chapter 16 to Change the Name of the Fuller Lodge/Historic Districts Advisory Board to the Historic Preservation Advisory Board; Change the Number of the Members from seven to five; and Change the Term from four years to three and ask staff to ensure that it is published as provided in the County Charter.

Presenters: Wayne Kohlrust, Project Manager

Attachments: [A - Incorporated County of Los Alamos Code Ordinance No. 02-271.pdf](#)
[B - February 1, 2017 Fuller Lodge Meeting Minutes.pdf](#)

9. BUSINESS

- A. [RE0338-17](#) Incorporated County of Los Alamos Resolution No. 17-04: A resolution regarding the just treatment of immigrants and refugees in the United States of America.

Presenters: Pete Sheehey, Councilor

Attachments: [A - Notice of Publication of Resolution 17-04](#)
[B - Incorporated County of Los Alamos Resolution 17-04](#)

- B. [8843-16](#) Brand Action Plan Review and Approval

Presenters: Julie Habiger, Public Information Officer and Kelly Stewart, Marketing Specialist

Attachments: [A - Brand Action Plan Final](#)
[B - Los Alamos Brand Action Plan Overview County Council.pdf](#)
[C - Economic Development Budget for Branding Initiative](#)

10. COUNCIL BUSINESS

- A. *Appointments*
- B. *Board, Commission and Committee Liaison Reports*
- C. *County Manager's Report*
- D. *Council Chair Report*

- E. General Council Business***
- F. Approval of Councilor Expenses***
- G. Preview of Upcoming Agenda Items***
- 11. COUNCILOR COMMENTS**
- 12. PUBLIC COMMENT**
- 13. ADJOURNMENT**

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the County Human Resources Division at 662-8040 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes can be provided in various accessible formats. Please contact the personnel in the Office of the County Manager at 663-1750 if a summary or other type of accessible format is needed.



County of Los Alamos

Staff Report

April 04, 2017

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: A.

Index (Council Goals): 2016 Council Goal – Quality Governance – Operational Excellence – Maintain Quality Essential Services and Supporting Infrastructure

Presenters: John Roig, Chief Information Officer and Pam Justice, Senior Web Developer

Legislative File: 8071-16

Title

Public Website Project Update

Body

Through this presentation, staff will update Council on the status and scope of the County Public Website Project

Attachments

A - Public Website Replacement Project Council Presentation

Website Replacement Project

Pam Justice
Information Management

Project Background

- Business Justification

The County internet site had been in place for about 8 years and was based on the MS Sharepoint 2007 platform. After 8 years the servers became out of warranty and were no longer serviceable. The software platform and operating systems as well as the database were no longer supported by Microsoft. The County needed an internet site that would allow departments to more effectively engage residents and businesses at a low cost of maintenance and effort from our department staff.

- Project Objectives

- Reduce costs
- Improve services
- Improve communication

Project Requirements

- Site is Mobile Responsive
- Site accommodates new branding
- Site conforms to current speed, performance and reliability standards
- Compatible with new and existing County enterprise portals (RecTrack, EnerGov, PRISM – Tyler Munis, etc...)
- Site allows for growth in increased bi-directional transactions between County staff and residents/businesses
- Takes advantage of cloud hosting services
- Vendor provides regular backups, software updates and redundancy
- Site allows data displays in the form of dashboards and other meaningful content structures (HTML 5, CSS 3)
- Site allows Social Media feeds
- Vendor allows the County to take full advantage of any new features offered
- Site has newsletter capability
- Site has robust search capabilities, search optimization, and site analytics

Project Team

- Sponsor – Harry Burgess, County Manager
- Steering Committee
 - Steve Lynne, Dino Sgambellone, Charlie Kalogeros-Chattan, John Roig, Bob Westervelt, Brian Brogan
- Team Members
 - Pamela Justice, Project Manager
 - Julie Habiger, Design Lead & Branding Expert
 - Gwen Kalavaza, Julie Williams-Hill, Louise Romero, Louisa Martinez, Alfred Lopez, Francine Suazo-Henley (with assistance from Jaime Kephart and Andrew Harnden)

Timeline

2015	2016				2017	
Started in December	Feb. - May	August	Sep. - Nov.	Dec.—Jan.	Feb. – mid March.	March 22 nd , 2017
	RPF Process	Contract Awarded to West Interactive (CivicLive)	Design and Site Build	Content Migration	Training, User Testing, Acceptance	Site Go-Live
Jan. 2016	Build team and defined the project					

Project Budget

- Council approved \$100k (project implementation only)
- Contracted Budget (3yrs with option to extend an additional 2 yrs)
 1. \$60,300 one-time implementation fee including 1st years maintenance fee (not including tax)
 2. Yearly maintenance fee for Yrs 2 & 3 - \$10,900/yr for a total of \$21,800 (excluding tax)
 3. Maintenance for yrs 4 & 5 (\$11,445 & \$12,018) allows for 5% increase each year.
 4. Total Contract Amount - \$105,563 over 5 yrs
- Additional \$7500 for Professional services which could include Custom Development or additional training. This service would need to be a separate contract.

Impacts

- To Staff
 - Lower cost of hardware maintenance (time, money, effort)
 - Staff need to find different ways to create and maintain content
 - Features available to help with content maintenance. (notifications and alerts)
- To Citizens
 - Easier access to most requested content
 - Additional functionality can be implemented each year without additional cost.
 - Mobile responsive for most common devices.
 - In-Page social media feeds.

Content Migration Method

- Identified the most requested data from Google Analytics
- Created “Quicklinks” and areas of interest based on analytics
- Restructured menus for easy access to content.
- Allowed for easier access to more Open Government content.

Challenges

- Staying on track with the timeline
- Vendor performance
- Content development
- Testing issues
- Mitigation steps were implemented to get the project back on track with minimal delay and impact to the project.

Going Forward

- We will utilize the tools available in the new site to help keep the content fresh
- We will implement a new web editor policy that incorporates our branding and helps maintain consistency across the site.
- We will implement new methods of training to ensure our editors utilize desktop publishing skills to ensure content is presented in a professional manner
- We will work with CivicLive to further implement included features to enhance citizen's web experience.

Our New Website



Demo

- Attributes of our new home page
- Mega Menu
- Department home pages
- Calendars with filters
- Newsletter subscribe
- Social Media feeds
- Job post page
- Bids and Proposal post page

Questions



Contact :

Pam Justice

- Webmaster/Web Development, Information Management
- 663-1959
- pam.justice@lacnm.us



County of Los Alamos

Staff Report

April 04, 2017

Los Alamos, NM 87544
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Agenda No.: B.

Index (Council Goals):

Presenters: County Council - Regular Session

Legislative File: 9022-17

Title

Proclamation declaring the Month of April as "Donate Life Month" in Los Alamos County
(accepted by Kathie Walters)

Body

WHEREAS: One HERO donor can save the lives of eight people through the donation of organs, and improve the lives of up to 75 people with eye and tissue donation; and

WHEREAS: More than 119,000 patients continue to wait for life-saving organ transplants on the national list, including 706 New Mexicans; and

WHEREAS: Every day, 22 people who are on the waiting list die because of the shortage of organ donors, and every year one million people need cornea or tissue transplants; and

WHEREAS: New Mexicans can register to be donors regardless of their age or medical history; and

WHEREAS: We honor all those who have given the extraordinary gift of life through living and deceased donation; and

WHEREAS: We encourage every citizen of Los Alamos County to register as an organ and tissue donor on their driver's license or ID Card at the Motor Vehicle Division, or on-line at NMdonor.org; we encourage them to talk to their family about giving the Gift of Life;

NOW, THEREFORE, on behalf of the Council of the Incorporated County of Los Alamos, I do hereby proclaim the Month of April 2017 as

"DONATE LIFE MONTH"

in Los Alamos County, and ask our citizens to consider signing up this month to be an organ donor in order to save lives.



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Staff Report

April 04, 2017

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Agenda No.: C.

Index (Council Goals):

Presenters: County Council - Regular Session

Legislative File: 9023-17

Title

Proclamation declaring April 29 as "Clean Up Los Alamos Day" in Los Alamos County
(accepted by Angelica Gurule, Environmental Services Division Manager)

Body

WHEREAS: Communities nationwide will celebrate April 22nd as Earth Day, with activities and educational opportunities to encourage residents to renew their commitment to preserving our valuable resources here on Earth; and

WHEREAS: At home and in school, parents and teachers can educate children about the benefits of protecting our resources and the importance of caring for our environment; and

WHEREAS: The County, Coca-Cola and Los Alamos National Bank will sponsor the 14th annual "Clean Up Los Alamos Day" on Saturday, April 29th, for volunteers to clean up neighborhoods, parks and businesses; and

WHEREAS: "Clean Up Los Alamos Day" will improve the appearance of our community by engaging residents and asking them to take personal responsibility for their community and environment; and

WHEREAS: The County will provide a scheduled, free bulk-item collection to assist residents with proper disposal of bulk items, and will provide residents with a free tipping disposal day at the Eco-Station on April 29th; and

WHEREAS: When we participate in activities such as "Clean Up Los Alamos Day," we set a good example for our children, showing them we care about protecting our land and open spaces, which in turn strengthens our economy and improves our environment;

NOW, THEREFORE, on behalf of the Council of the Incorporated County of Los Alamos, I do hereby designate Saturday, April 29th as

"CLEAN UP LOS ALAMOS DAY"

and urge our community, organizations and businesses to participate; and

FURTHERMORE, I ask our residents to re-dedicate themselves to finding ways to protect and preserve our environment, such as reusing and recycling materials.



County of Los Alamos

Staff Report

April 04, 2017

Los Alamos, NM 87544
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Agenda No.:

Index (Council Goals):

Presenters:

Title

April 4, 2017 Consent Motion:

Recommended Action

I move that Council approve the items on the Consent Agenda as presented and that the motions in the staff reports be included for the record; or,

I move that Council approve the items on the Consent Agenda and that the motions contained in the staff reports, as amended be included for the record.



County of Los Alamos

Staff Report

April 04, 2017

Los Alamos, NM 87544
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Agenda No.: A.
Index (Council Goals):
Presenters:
Legislative File: RE0337-17

Title

Incorporated County of Los Alamos Resolution No. 17-05: A resolution authorizing the County to submit an application for financial assistance to refinance the existing Eco Station loan with the New Mexico Finance Authority.

Recommended Action

I move that Council adopt Incorporated County of Los Alamos Resolution No. 17-05, a resolution authorizing the County to submit an application for financial assistance to refinance the existing Eco Station loan with the New Mexico Finance Authority.

County Manager's Recommendation

The County Manager recommends that Council adopt Incorporated County of Los Alamos Resolution No. 17-05.

Body

In May 2007 the County entered into a loan agreement with the New Mexico Finance Authority (NMFA) to fund the construction of the Los Alamos County Eco Station. The original loan was for \$5,861,189 with a 27 year term at an interest rate on 4.06%. Current rates offered by NMFA for refinancing the loan are less than 3% making it financially advantageous to refinance the remaining 17 year term of the loan. Specific repayment terms are subject to fluctuations in interest rates, but current projection provided by NMFA show that refinancing would save more than \$30,000 in interest cost per year.

If Council approves this resolution and the NMFA Board approves the application for refunding, staff would return to Council with an Ordinance asking for approval of the replacement debt issue.

Alternatives

The County could continue to pay on the loan under the existing terms.

Attachments

- A - Publication Notice for Resolution 17-05
- B - Incorporated County of Los Alamos Resolution 17-05

NOTICE OF RESOLUTION NO. 17-05
STATE OF NEW MEXICO, COUNTY OF LOS ALAMOS

Notice is hereby given that the Council, Incorporated County of Los Alamos, State of New Mexico, has directed publication of Los Alamos County Resolution No. 17-05. This will be considered by the County Council at an open meeting on Tuesday, April 4, 2017 at 6:00 PM, at the Los Alamos Municipal Building: 1000 Central Ave. The full copy is available for inspection or purchase, during regular business hours, in the County Clerk's Office: 1000 Central

Avenue, Suite 240.

Council of the Incorporated County of Los Alamos

By: /s/ David Izraelevitz, Council Chair

Attest: /s/ Naomi D. Maestas, County Clerk

INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 17-05

A RESOLUTION AUTHORIZING THE INCORPORATED COUNTY OF LOS ALAMOS TO SUBMIT AN APPLICATION FOR FINANCIAL ASSISTANCE TO REFINANCE THE EXISTING ECO STATION LOAN WITH THE NEW MEXICO FINANCE AUTHORITY

INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 17-05

**A RESOLUTION AUTHORIZING THE INCORPORATED COUNTY OF LOS ALAMOS TO
SUBMIT AN APPLICATION FOR FINANCIAL ASSISTANCE TO REFINANCE THE EXISTING
ECO STATION LOAN WITH THE NEW MEXICO FINANCE AUTHORITY**

WHEREAS, the Incorporated County of Los Alamos ("County") is a qualified entity under the New Mexico Finance Authority Act, NMSA 1978, §§ 6-21-1 through 6-21-31 ("Act"), and the County Council is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the County; and

WHEREAS, the New Mexico Finance Authority ("Authority") has instituted a program for financing of projects from the public project revolving fund created under the Act and has developed an application procedure whereby the County may submit an application ("Application") for financial assistance from the Authority for public projects; and

WHEREAS, the County undertook acquisition, construction and improvement of the Los Alamos County Eco Station ("Project") in May 2007 for the benefit of the County and its citizens; and

WHEREAS, the Project was financed in part by a loan to the County in the amount of \$5,861,189 from the Authority for a term of 27 years at an interest rate of **4.06%** ("Loan"); and

WHEREAS, current Authority interest rates are now less than **3.00%** which makes it financially advantageous for the County to refinance the remaining balance of the loan and the lower rate; and

WHEREAS, by refinancing the existing loan, the County, if approved, could expect an annual interest savings of approximately \$30,000 for the remaining 17-year loan repayment term, for a possible total of \$510,000 in savings; and

WHEREAS, to refinance the loan, the Authority requires that the County submit an application for a new loan to pay off the current loan with the authority to then reissue another loan with the lower interest rate; and

WHEREAS, the application required by the Authority has been submitted to the County's Finance Division for completion and the Finance Division is prepared to submit the application as soon as possible following Council authorization; and

WHEREAS, the Authority's Board will convene and decide whether to grant the Application at its next monthly meeting; and

WHEREAS, if granted, the Authority will provide to and require the County to formally adopt and authorize the loan by Ordinance; and

WHEREAS, the Council finds that this action and its authorization for staff to submit the Application is in the best interest of the citizens of the County.

NOW THEREFORE, BE IT RESOLVED by the Council of the Incorporated County of Los Alamos that:

1. All actions previously taken by the County and their respective officers and employees in connection with the Application are hereby ratified, approved and confirmed.
2. The officers and employees of the County are hereby directed to submit on behalf of the County a completed Application to the Authority, and are further authorized to take such other action as may be requested by the Authority in connection with the Application and to proceed with arrangements for refinancing of the Loan.
3. This resolution shall take effect immediately upon its adoption.

PASSES AND ADOPTED this _____ day of _____, 20____.

COUNCIL OF THE INCORPORATED COUNTY
OF LOS ALAMOS

By _____
David Izraelevitz
Council Chair

ATTEST:

Naomi D. Maestas, County Clerk



County of Los Alamos

Staff Report

April 04, 2017

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: B.

Index (Council Goals): * 2017 Council Goal – Quality Governance – Operational Excellence – Maintain Quality Essential Services and Supporting Infrastructure

Presenters: Paul Andrus

Legislative File: AGR0492-17

Title

Contract for General Services, Agreement No. AGR 17-939 with Tyler Technologies in the Amount of \$726,261 dollars, plus Applicable Gross Receipts Tax, for Continued Software Subscription and Training on the EnerGov Software for Planning, Permitting, Code Enforcement and Licensing Management.

Recommended Action

I move that Council approve Contract for General Services, Agreement No. AGR 17-939 with Tyler Technologies in the Amount of \$726,261, plus Applicable Gross Receipts Tax, for Continued Software Subscription and Training on the EnerGov Software for Planning, Permitting, Code Enforcement and Licensing Management.

County Manager's Recommendation

The County Manager recommends that Council approve this Contract for General Services as requested.

Body

The Los Alamos County Community Development Department (CDD) is responsible for the County's planning and zoning functions, building permits and inspections, code enforcement, affordable housing programs, business licenses and registrations, historic preservation, and updates to the County's Comprehensive Plan and Development Code.

CDD implemented the Tyler EnerGov Software as a Service (SAAS) product to support its planning, permitting, inspection, and business license processes in 2014 and has been fully operational on the product for about a year. The use of this software, along with internal process improvements, has contributed to more efficient permit review routing, better "real-time" status and performance reporting for building permits, development reviews, Business Licenses and Code Enforcement cases. Permit turn-around times for both residential and commercial permits have been reduced as a result, with continued expected improvements over the foreseeable future. The next primary functionality of the system will be the deployment of the Citizen Self Service Portal (CSS), formally Customer Access Portal, which will provide on-line permit application submission, inspection scheduling and status information, code enforcement complaints and status, and business licensing functions to contractors, residents and other CDD customers. The CSS portal is expected to be implemented in the second quarter of 2017.

Proposed Solution

Staff recommends the procurement of EnerGov 365 Silver, a Tyler Technologies solution delivered as a Software as a Service (SaaS) in the cloud and offered as a monthly subscription.

EnerGov connects processes, including land use planning and project review, regulatory management, inspections, code enforcement, citizen requests, licensing and GIS integration.

The benefits of a SaaS solution include:

1. Cuts costs of upgrading servers and purchasing server and database software licenses
2. Reduces client storage needs
3. Improves citizen and staff accessibility as a Web-based service
4. Enhances collaboration between users leveraging access to a single information point among County stakeholders.

National Joint Powers Alliance

The EnerGov 365 solution will be purchased via Los Alamos County's membership with the National Joint Powers Alliance (NJPA); a public agency that leverages national contract purchasing solutions to offer cooperatively contracted products, equipment and service opportunities to government agencies throughout the country.

Terms

Los Alamos County will subscribe to EnerGov for a term period of five years. Total costs for EnerGov 365 Silver subscription fees in an amount not to exceed \$676,061 dollars, training and travel in an amount not to exceed \$45,200 dollars, and database export services in an amount not to exceed \$5,000 dollars. Total five-year Software as a Service agreement and associated training not exceed \$726,261 dollars.

Alternatives

Conduct a Request for Proposal to Replace Software System.

Fiscal and Staff Impact/Planned Item

Continued subscription for licenses to the EnerGov software is a planned item in the Information Management Budget. All other costs including Training, Travel and database exports is planned in the CDD operational budget.

Attachments

A - Contract for General Services Agreement AGR17-939 Tyler Energov_Final



INCORPORATED COUNTY OF LOS ALAMOS SOFTWARE AND A SERVICES AGREEMENT

This Subscription Agreement (this “Agreement”) is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico (“County”), and **Tyler Technologies, Inc.**, a Delaware corporation (“Contractor” or “Tyler”), to be effective for all purposes April 5, 2017.

WHEREAS, the County Purchasing Agent has determined in writing that procurement of the services to be provided by Contractor, using the existing NJPA contract, may be obtained per Section 31-3(b)(4)c of the Los Alamos County Procurement Code; and

WHEREAS, Contractor shall provide the Licenses, Services, and Support for EnerGov Software as a Service (“SaaS”) Silver (“Services”) to County as described below; and

WHEREAS, the County Council approved this Agreement at a public meeting held on April 4, 2017.

NOW, THEREFORE, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

SECTION A. DEFINITIONS: In addition to any other terms elsewhere defined in this Agreement, the following terms are defined for the purpose of this Agreement:

“Defect” refers to a failure of the Licensed Property to materially conform to the functional specifications set forth in the Documentation and any custom software modifications made to the Licensed Property specifically for the County. Future functionality may be updated, modified, or otherwise enhanced through Contractor, and the governing functional descriptions for such future functionality will be made available in Contractor’s then-current Documentation.

Documentation refers to any online or written documentation related to the use or functionality of the Licensed Property that Contractor provides or otherwise makes available to County, including instructions, user guides, manuals, documentation of reporting views, and other training and self-help documentation.

“Licensed Property” refers to all Contractor software products, identified in the Product and Rate Schedule, Exhibit “A” attached hereto and made a part hereof for all purposes, and any related interfaces and product upgrades.

“Los Alamos County Technology Standards” means the currently supported versions of the County hardware, underlying software and protocols identified in the Los Alamos County Technology Standards, Exhibit “B,” attached hereto and made a part hereof for all purposes. In the event these standards are adjusted, County will identify any applicable adjustments to Contractor, and those adjustments shall only apply to the extent they reflect then-current industry standards that do not impact Contractor’s performance under this Agreement. In the event of any such impact, the parties will negotiate a mutually agreeable adjustment to this Agreement to account for the impact.

“*Site License*” means the license herein granted to County to use EnerGov Adv Server Extensions Bundle and EnerGov My GovPay, as identified in Exhibit “A,” by all users of County for its governmental purposes.

SECTION B. LICENSE AND SUBSCRIPTION AGREEMENT

1. GRANT OF LICENSE:

- a) Contractor shall grant to County, and County shall accept from Contractor, a non-exclusive, revocable, nontransferable, non-assignable license to use the software products identified in the Exhibit “A”, as well as any modifications, enhancements, and related interfaces (the “Licensed Property”) solely for County’s own business purposes. Ownership of the Licensed Property shall remain with Contractor. Unless otherwise specified on the Exhibit “A”: (a) The Licensed Property is purchased as named-user subscriptions and may be accessed by no more than the specified named users; (b) Additional named-user subscriptions may be added during the term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the term in effect at the time the additional named-user subscriptions are added; and (c) The added named-user subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated named users and cannot be shared or used by more than one user; provided, however, that user subscriptions may be reassigned to new users replacing former users who no longer require ongoing use of the Licensed Property.
- b) Licensed Property shall be maintained by Contractor to run on a supported server platform, desktop and database service level as identified in Exhibit “B.”
- c) County’s rights to the Licensed Property may be revoked if Contractor provides notice to County that it is in non-compliance with the terms of this license grant and related payment obligations, and County fails to resolve that non-compliance within sixty (60) days of receipt of notice, provided, however, that if the nature of County’s obligation is of such a nature that it cannot reasonably be cured within said sixty-day period, County shall not be deemed to be in non-compliance so long as County commences curing such non-compliance within said sixty-day period and diligently prosecutes same to completion.
- d) For as long as this Agreement is in effect, Contractor shall provide County access to the Licensed Property in accordance with Contractor’s then-current Service Level Agreement. The current Service Level Agreement is attached to this Agreement as Exhibit “C” and made part hereof for all purposes.
- e) Additional terms and conditions related to County’s subscription to Contractor’s MyGovPay and VirtualPay are set forth as Exhibit “D” and made part hereof for all purposes.

- 2. WARRANTY.** Contractor warrants that the Licensed Property will be without Defect(s) as long as this Agreement is in effect. If the Licensed Property does not perform as warranted, Contractor will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the Support Call Process, Exhibit C, Schedule 1, attached hereto and made a part hereof for all purposes. Should Contractor be unable to cure the Defect, Contractor shall provide a functional equivalent. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES, CONDITIONS, AND REPRESENTATIONS, WHETHER

EXPRESS, IMPLIED OR VERBAL, STATUTORY OR OTHERWISE, AND WHETHER ARISING UNDER THIS AGREEMENT OR OTHERWISE, ARE HEREBY EXCLUDED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SECTION C. PROFESSIONAL SERVICES/TRAINING

1. **SCOPE:** Upon County's request, Contractor shall provide the Professional Services to County for onsite training for up to FORTY (40) HOURS per year, for the five (5) year duration of the Agreement.
2. **TRAINING ENVIRONMENT:** County is responsible for providing a productive environment to conduct training at County's site. Contractor is not responsible for its inability to conduct training or for inadequate training arising due to interruptions and/or unavailability of County personnel to be trained. Parties shall agree, in advance, upon the scheduled training days and hours. Time spent on-site by Contractor that results in non-training time beyond Contractor's control will be billed as training time. Contractor will make reasonable efforts to schedule training on dates requested by the County. Trainers will be on-site approximately noon Monday through noon Friday. This allows appropriate travel time to and from the County's site.
3. **SITE REQUIREMENTS:**
 - a) County shall maintain a high-speed internet connection (minimum 1.5mbps download AND 512kbps upload) and must be able to provide Contractor with IP connection to County's network through Citrix GotoAssist, VPN, Citrix, or Microsoft Terminal Services. County shall use the connection to facilitate access to the Licensed Property. Contractor shall use the connection to assist with problem diagnosis and resolution of software support incidents. Contractor is not responsible for purchase of VPN client software license, County connectivity issues due to bandwidth saturation, or configuration of County's firewall settings.
 - b) Contractor shall provide County with remote support through the use of secure connection over the Internet connection via Citrix GotoAssist. If County will not allow access through GotoAssist, Contractor cannot guarantee support standards will be met. Contractor will make every effort to support County's operating environment but cannot guarantee compatibility with all County devices or third party software applications.
4. **ADDITIONAL SERVICE PROVISIONS:**
 - a) County shall not be liable for, and shall provide no insurance for, any loss or damage incurred by Contractor or its employees, agents, contractors or subcontractors or to equipment or property owned by Contractor, regardless of whether such losses are insured by Contractor.
 - b) Contractor shall provide experienced, competent, and knowledgeable staff to provide Professional Services to County. In the event that any Contractor employee is found to be unacceptable to County (acting reasonably), County shall notify Contractor of such fact and Contractor shall immediately remove said employee and, if requested by County, provide a replacement acceptable to County, as soon as reasonably possible.
 - c) Contractor shall use its best efforts to ensure the continuity of Contractor employees assigned to the Services. However, Contractor may remove or reassign those of its employees assigned to perform services hereunder without prior notice to County and without County's prior consent.
 - d) Contractor's personnel and subcontractors shall observe all applicable laws, rules and

policies of County while working on County premises.

- e) Contractor hereby represents and warrants to County, with respect to the Services, that each of its employees assigned to perform Services shall have the proper skill, training and background to be able to perform in a competent and professional manner and that all work will be performed in accordance with this Agreement.
- f) County acknowledges that the implementation of the products identified within this Agreement is a cooperative process requiring the time and resources of County personnel. County shall, and shall cause County personnel to, use all reasonable efforts to cooperate with and assist the Contractor as may be reasonably required to timely implement the systems as detailed in the Implementation Document. The Contractor shall not be liable for failures to timely and effectively implement the systems when such failure is due to Force Majeure (as identified within) or for the failure by County personnel to provide such cooperation and assistance (either through action or omission).

SECTION D. COMPENSATION:

1. **Amount of Compensation.** The total amount payable under this Agreement for all Services identified herein shall be in accordance with rates identified in Exhibit "A," and shall be payable according to the terms set forth below. Compensation for all Services during the life of this Agreement shall not exceed a combined total of SEVEN HUNDRED TWENTY-SIX THOUSAND TWO HUNDRED SIXTY-ONE DOLLARS (\$726,261.00) excluding New Mexico Gross Receipts Tax ("NMGR"). There shall be no reimbursable expenses associated with this agreement except as otherwise noted and agreed upon herein. In the event County cancels services less than two (2) weeks in advance for reasons other than force majeure or breach by Contractor, County will be liable to Contractor for (i) all non-refundable expenses incurred by Contractor on County's behalf, and (ii) daily fees associated with cancelled professional services if Contractor is unable to reassign our personnel. Contractor will make all reasonable efforts to reassign personnel in the event County cancels within two (2) weeks of scheduled commitments.

- a) **SUBSCRIPTION FEES.** County shall pay compensation for SaaS Subscription Fees in an amount not to exceed a combined total of SIX HUNDRED SEVENTY-SIX THOUSAND SIXTY-ONE DOLLARS (\$676,061.00) for the entire term of this Agreement. Compensation shall be paid in monthly installments of TEN THOUSAND ONE HUNDRED NINETY-SIX DOLLARS (\$10,196.00) for the first year and shall increase no more than five percent (5%) per year for the duration of the agreement. Contractor shall submit itemized monthly invoices to County's Information Management Division Management Analyst indicating amount of compensation due, amount of any NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

- b) **PROFESSIONAL SERVICES FEES:**

- i. At any time during this Agreement, County may request Contractor to provide County Professional Services for onsite training for up to FORTY (40) HOURS per year, for the five (5)-year duration of the Agreement. County shall pay compensation for performance of the Professional Services at the rate set out in Exhibit "A." Professional Services Fees shall not exceed a combined total of THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) for the entire term of this Agreement. All services will be invoiced monthly in hourly increments as delivered. Rates for work beyond the Scope identified in Exhibit "A" or for future projects will be separately

quoted at Contractor's then current rate, requiring a separate contract in conformity with County's Procurement Code

- ii. Total fees for EnerGov Data Extract, at least one extract per year upon request by County, shall not to exceed a combined total of FIVE THOUSAND DOLLARS (\$5,000.00) and shall be at the rate set out in Exhibit "A." All services will be invoiced per Data Extract upon successful delivery to County.
 - c) **REIMBURSABLE EXPENSES.** Contractor's travel expenses shall not exceed a combined total of TEN THOUSAND TWO HUNDRED DOLLARS (\$10,200.00) for the entire term of this Agreement. This total amount includes any travel associated with the optional County-requested Professional Services provided pursuant to Section C above. Travel expenses shall be submitted to the County Project Manager on a monthly invoice that identifies, among other applicable travel expenses, the number of on-site days of per diem. Travel expenses will be invoiced to County according to the then-current Contractor Business Travel Policy. The current Contractor Business Travel Policy is set forth at Exhibit "E," attached hereto and made a part hereof for all purposes. Contractor agrees that any changes to its Business Travel Policy will not result in reimbursement allowances that materially deviate from the allowances set forth in the Business Travel Policy in effect as of the Effective Date, except as otherwise agreed to by the parties. County reserves right to inspect travel and lodging receipts on request and with reasonable notice. Contractor shall submit copies of these supporting documents if so requested. Receipts for per diem expenses, miscellaneous items less than \$25, and mileage logs are not required. There shall be no reimbursable expenses associated with this agreement except as otherwise noted and agreed upon herein.
2. **Invoices.** Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, amount of any NMGR, and total amount payable monthly. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.
 3. **Taxes.** Prices and license fees are exclusive of all federal, state, municipal or other political subdivision, excise, sales, use, property, occupational or like taxes now in force or enacted in the future, and are therefore subject to an increase equal to any such taxes Contractor may be required to collect or pay upon the sale or delivery of the Licensed Property and Services purchased or licensed hereunder. Should Contractor be required to pay any of these taxes as a result of this Agreement, the appropriate amounts will be added to invoices and paid by County. Contractor shall be responsible for remittance of the New Mexico Gross Receipts Tax ("NMGR") levied on the amounts payable under this Agreement.

SECTION E. GENERAL TERMS AND CONDITIONS:

1. **TERM.** The term of this Agreement shall commence on April 4, 2017, and shall be effective for five (5) years, with a termination date of April 4, 2022 unless sooner terminated, as provided in this Agreement. The Agreement may be renewed by mutual agreement of the parties, consistent with applicable procurement and appropriations laws.
2. **INSURANCE.** Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay

compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. Contractor shall provide a Certificate of Insurance as evidence that Contractor has met its obligation to obtain and maintain insurance. Any subcontractor will be required to provide County a Certificate of Insurance to assure that the subcontractor maintains like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

- a) **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
- b) **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
- c) **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
- d) **Professional Liability Insurance:** \$1,000,000 each occurrence and \$2,000,000 annual aggregate. Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least five (5) years thereafter.

3. INVOICE DISPUTES.

- a) If County believes any invoiced product or service does not conform to the warranties set forth in this Agreement, County shall provide written notice of such disputed invoice to Attention: Associate General Counsel, at the address listed in the Notice section of this Agreement. Such written notice shall be provided to Contractor within thirty (30) calendar days of County's receipt of the disputed invoice. An additional fifteen (15) days is allowed for the County to provide written clarification and details for the disputed invoice. Contractor shall provide a written response to County that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that will outline the reasonable steps needed to be taken by Contractor and County to resolve any issues presented in County's notification to Contractor. County may withhold payment of only the amount actually in dispute until Contractor provides the required written response, and full payment shall be remitted to Contractor upon Contractor's completion of all material action steps required to remedy the disputed matter. Notwithstanding the foregoing sentence, if Contractor is unable to complete all material action steps required to remedy the disputed matter because County has not completed the action steps required of them, County shall remit full payment of the invoice.
- b) Any invoice not disputed as described above shall be deemed accepted by the County. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, Contractor reserves the right to suspend delivery of all services.

4. **RESOLUTION OF DISPUTES; LIMITATION OF LIABILITY.** Each party agrees to provide the other with written notice within thirty (30) days of becoming aware of a dispute under this Agreement. The parties agree to cooperate in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative of each party to meet and engage in good faith negotiations. Such senior representatives will meet for not more than four (4) hours within thirty (30) days of the written dispute notice, unless otherwise

agreed. To the extent allowable by law, all meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the parties fail to resolve the dispute, either may assert its respective rights and remedies as provided in Paragraph 18 below. Nothing in this Paragraph shall prevent a party from seeking necessary injunctive relief during the dispute resolution procedure.

County agrees that Contractor's total liability, and County's sole and exclusive remedy, for damages in any way related to or arising from the performance of Contractor's duties and obligations under this Agreement, whether on claims for breach of contract, warranty, negligence, tort (including strict liability) or otherwise, shall not exceed County's actual, direct damages, not to exceed the total fees set forth in Exhibit "A." It is agreed by the parties that this sum is reasonable under all the circumstances. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS SUBJECT TO CONTRACTOR'S INDEMNIFICATION OBLIGATIONS UNDER SECTION F(20), BREACH OF CONTRACTOR'S OBLIGATIONS UNDER EXHIBIT "F," OR THAT ARISE OUT OF CONTRACTOR'S WILLFUL, RECKLESS OR WANTON MISCONDUCT OR CONTRACTOR'S BAD FAITH CONDUCT.**

5. TERMINATION.

- a) This Agreement may not be modified except by the written mutual consent of both parties or as otherwise provided in this Agreement. Upon termination, or cancellation the licenses provided under this Agreement shall be automatically terminated, and County's access to the Licensed Property shall be denied.
- b) County may terminate this Agreement with or without cause upon ninety (90) calendar days prior written notice to Contractor.
- c) This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.
- d) In the event of any termination or cancellation, County will be responsible for payment of all undisputed software and Services delivered, and expenses incurred, to the extent payable as set forth in Section D through the effective date of termination. Upon termination, Contractor shall refund any prepaid fees covering the remainder of the term after the effective date of termination. Contractor shall render a final report of the Services performed to the date of termination. In a termination for cause, disputed fees will be resolved according to the dispute resolution process set forth in Section F(4), above.

- 6. SEVERABILITY; WAIVER.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

7. **NOTICES.** Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or five (5) calendar days after deposit in the United States Mail:

County:
Information Management Program Manager
Incorporated County of Los Alamos
1000 Central Avenue, Suite 220
Los Alamos, New Mexico 87544

Contractor:
Attn: Chief Legal Officer
Tyler Technologies, Inc.
1 Tyler Drive
Yarmouth, Maine 04096

8. **NO INTENDED THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Contractor and County. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.
9. **INVALIDITY OF PRIOR AGREEMENTS.** This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the Licensed Property and Services described herein and expresses the entire agreement and understanding between the parties with reference to said Licensed Property and Services. This Agreement cannot be modified or changed by any oral promise made by any person, officer, or employee. In the case of conflict between this Agreement and Exhibits, this Agreement shall govern.
10. **APPROVAL OF GOVERNING BODY.** County represents and warrants to Contractor that this Agreement has been approved by its governing body and is a binding obligation upon County. County's representative executing this Agreement has been duly authorized and empowered to enter into this Agreement.
11. **STATUS OF CONTRACTOR, STAFF, AND PERSONNEL.** This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and will not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.
12. **EMPLOYEES AND SUB-CONTRACTORS.** Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.
13. **STANDARD OF PERFORMANCE.** Contractor agrees and represents that it has and will maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described

herein in accordance with a standard consistent with the industry standard of care for performance of the Services.

- 14. E-VERIFY.** Contractor has complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all Contractor employees assigned to County's project.
- 15. RECORDS.** Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to this Agreement at any reasonable time upon request.
- 16. OWNERSHIP OF COUNTY DATA.** All County data, including all content in any media or format entered into, stored in and /or susceptible to retrieval from County's Computer systems, shall remain property of County. County's data shall not be used by the Contractor other than in connection with providing the services pursuant to this Agreement; it shall not be disclosed, sold, assigned, leased or otherwise provided to third parties by Contractor, or commercially exploited by or on behalf of the Contractor, its employees, agents, subcontractors, invitees, or assigns, or any third party, in any respect. Prior to termination of this Agreement, Contractor shall not delete or destroy any County data or media on which County data resides without prior authorization of County. Upon request, Contractor shall promptly return to County, in the format and on the media in use as of the date of the request, any and all requested portions of any County data it may possess or control; County acknowledges that additional fee, as agreed to by the parties prior to the commencement of work pursuant to such request, will apply. Notwithstanding any other provision in this Agreement, at any time, County shall have the irrevocable right, and may engage a third party on behalf of or assistance with County, to export, merge, convert, or otherwise transfer County data to another system in any other format or media. Nothing in this Paragraph 18 shall be deemed to give County or third party direct access to Contractor's servers or other equipment. County may exercise its rights under this Paragraph only by accessing the software through its normal operation and via County computers.
- 17. APPLICABLE LAW.** Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern without regards to its conflict of laws provisions. Venue shall be in the state or federal courts in or serving Los Alamos County, New Mexico.
- 18. NON-DISCRIMINATION.** During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.
- 19. INDEMNIFICATION.** Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all third-party liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation reasonable attorneys' fees, of any kind or nature, arising from (i) personal injury or property damage caused by Contractor's employees, agents, representatives and subcontractors' negligence or willful misconduct or intentional act or omission, (ii) Contractor's violation of law, or (iii) damages that arise out of Contractor's gross misconduct or fraud.

Contractor will defend County against any third party claim(s) that the Licensed Property

infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). County must notify Contractor promptly in writing of the claim and give Contractor sole control over its defense or settlement. County agrees to provide Contractor with reasonable assistance, cooperation, and information in defending the claim at Contractor's expense. Contractor's obligations under this Section will not apply to the extent the claim or adverse final judgment is based on County's: (a) use of a previous version of the Licensed Property and the claim would have been avoided had County installed and used the current version of the Licensed Property, after Contractor made that version available and advised County that it must install it to avoid an infringement claim; (b) combining the Licensed Property with any product or device not provided, contemplated, or approved by Contractor; (c) altering or modifying the Licensed Property in a manner that is inconsistent with this Agreement, including any modification by third parties at County's direction or otherwise permitted by County; (d) use of the Licensed Property in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Licensed Property after Contractor notifies County to discontinue use due to such a claim. If Contractor receives information concerning an infringement or misappropriation claim related to the Licensed Property, Contractor may, at Contractor's expense and without obligation to do so, either: (i) procure for you the right to continue its use; (ii) modify it to make it non-infringing; or (iii) replace it with a functional equivalent, in which case County will stop running the allegedly infringing Licensed Property immediately. If, as a result of an infringement or misappropriation claim, County's use of the Licensed Property is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement), Contractor will, at its option, either: (i) procure the right to continue its use; (ii) modify it to make it non-infringing; (iii) replace it with a functional equivalent; or (l) terminate County's license and refund all subscription fees paid for the infringing Licensed Property for the time period commencing on the effective date of the injunction.

- 20. FORCE MAJEURE.** Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.
- 21. NON-ASSIGNMENT.** Neither party may assign this Agreement or any privileges or obligations herein without the prior written consent of the other party, except that Contractor may, without County's prior written consent, assign the contract in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Contractor's assets. Contractor shall provide County with notice within sixty (60) days of such assignment becoming public information. Contractor's Assignee shall fully comply with all of the terms and conditions of this Agreement as if Assignee was the Contractor.
- 22. LICENSES.** Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.
- 23. PROHIBITED INTERESTS.** Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. Contractor further agrees that it will not employ any person having such an interest to perform Services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-

282 of the Los Alamos County Code.

- 24. CAMPAIGN CONTRIBUTION DISCLOSURE FORM.** A Campaign Contribution Disclosure Form is attached as Exhibit "F." Contractor must submit this form with this Agreement, if applicable and in accordance with Chapter 81 of the laws of 2006 of the State of New Mexico.
- 25. CONFIDENTIALITY.** The Confidential Information Disclosure Statement in Exhibit "G," attached hereto and incorporated herein by reference for all purposes, must be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.
- 26. CLIENT LISTS.** County agrees that Contractor may identify County by name in client lists, marketing presentations, and promotional materials.
- 27. MULTIPLE ORIGINALS AND SIGNATURES.** This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.
- 28. DISCLAIMER.** The warranties set forth herein are in lieu of all other warranties. To the maximum extent permitted under applicable law, all other warranties, conditions and representations, whether express, implied or verbal, statutory or otherwise, and whether arising under this Agreement or otherwise, are hereby excluded, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose.
- 29. CONTRACT DOCUMENTS.** This Agreement includes the following exhibits and schedules:
- | | |
|-----------|---|
| Exhibit A | Product and Rate Schedule |
| Exhibit B | Los Alamos Technology Standards |
| Exhibit C | Service Level Agreement |
| | Schedule 1: Support Call Process |
| Exhibit D | MyGovPay/VirtualPay and IVR |
| Exhibit E | Contractor's Business Travel Policy |
| Exhibit F | Campaign Contribution Disclosure Form |
| Exhibit G | Confidential Information Disclosure Statement |

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____
HARRY BURGESS **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

TYLER TECHNOLOGIES, INC.

BY: _____
NAME: _____ **DATE**
TITLE: _____

EXHIBIT "A"
AGR17-939

Product and Rate Schedule

Energov SAAS Silver	Units	Named Users	Rate per unit	Unit	Monthly Fee
Core:					
EnerGov EPortal (Prior to CSS GoLive)	1		\$17,400	site/yr	\$1,450.00
EnerGov Citizen Self Service (CSS)	1		\$20,000	site/yr	\$1,667.00
Permitting & Land Mgmt Suite – Silver Package Projects, Permits, Plans Review, Code Enforcement, Requests Management, Inspections, & GIS		36	\$163.00	user/mo	\$5,868.00
Licensing & Regulatory Suite – Silver Package Business, Trade, Rental, Tax Licensing, Enforcement Processes, & GIS		10	\$169.00	user/mo	\$1,690.00
iG Workforce Apps		9	\$49.00	user/mo	\$441.00
Subtotal Named User Subscription:		55			\$7,999.00
Extensions (AccessLevel Silver):					
EnerGov Adv Server Extensions Bundle		1	\$725.00	site/yr	\$725.00
MyGovPay**	1		\$0	site/yr	\$0
VirtualPay**	1		\$0	user	\$0
Discount on Subscription Fees	1			2%	
Training (new):					
EnerGov Onsite Training & Configuration Support (40 hrs annually)	200		\$175.00	hr.	
Estimated Travel	5		\$2040	yr	
SQL Database exports:					
Quarterly export (4 per year)			\$5,000.00	1/year	

Total costs for five (5) year contract

Fiscal year:	Subscription Fees.	Monthly Subscription Fee based on all options
FY18	\$122,350	\$10,196
FY19	\$128,468	\$10,706
FY20	\$134,891	\$11,241
FY21	\$141,635	\$11,803
FY22	\$148,717	\$12,393
Total subscription:	\$676,061	<- 5% per year increase
Total training (Professional Services and Travel):	\$45,200	<- Not to exceed time and material, per request, over 5 years
SQL Database exports (assumed cost for one request per year)	\$ 5,000	<- Not to exceed - 1 extract per request, per year, over 5 years
Total 5yr contract not to exceed:	\$ 726,261	

EXHIBIT "B"
AGR17-939

Los Alamos County Technology Standards Modified for SAAS

The following Los Alamos County Technology Standards are required and shall be supported by the contractor, reseller hence forth called Operator, for any County solicitation requiring technology or integration to the County network and incorporated into any resultant agreement. Standards are listed with the expectation that the Operator will provide software updates to allow Los Alamos County to stay on supported versions of hardware, underlying software and protocols as outlined below.

LAC Staff Accounts	Software shall function for end users with standard user privileges ; user cannot install software and shall not have administrative rights.
Desk Hardware	Physical unit minimum hardware requirements consist of: Intel core i5 based processor, minimum 4 GB RAM, Intel integrated graphics 1280 capable video minimum, display port DVI input, 4 USB 2/3 ports. Preferred: Use of virtual desktop infrastructure (VDI) dual screen capable.
Desktop OS	Microsoft Windows 7 Enterprise Edition at current Service Pack (SP), Operator software must be maintained to run on a supported OS platform service level as defined by Microsoft at the latest stable patch level. Microsoft Windows 10 may be used if integration with all County enterprise software is not required and must have a written exemption from the CIO or ITD Liaison.
Internet Browser	Internal County Network: Internet Explorer 10X or Chrome compatible will be considered on a business case basis. New Applications requiring Microsoft Silverlight are not supported. ITD shall be consulted for compatibility issues prior to considering new application purchases requiring Java. Public Application/Web Access: Applications that will be accessed by devices external to the County network shall meet the Internal County Network criteria and as well as be compatible with current versions of Internet Explorer, Safari, Chrome and Firefox browsers as well as mobile devices (inclusive of smart phones, iPad, and other Internet enabled devices).
Cloud Based Services	Los Alamos County is interested in taking advantage of opportunities available through Cloud Service providers (CSP). Operators proposing Cloud based solutions shall provide information on the following areas of concern: <ul style="list-style-type: none">• CSP shall describe the classification of the proposed Cloud solution. Is the solution SAAS, PAAS, IAAS or a combination of the classification types. If SAAS is the solution is the service located within the CSP infrastructure or is the solution a partnership of several CSPs including infrastructure partners.• CSP processes involving:<ul style="list-style-type: none">○ Physical infrastructure: including locations, internet connectivity and disaster recovery methodologies. CSP data centers shall be located within the United States.○ Hybrid Connectivity: Solutions requiring cloud system interface with the county network or peripherals located within the County

	<p>network, require testing prior to solution engagement or formalization of service agreements.</p> <ul style="list-style-type: none"> ○ Data: Ownership of County data held in the CSP solution shall inure with the County of Los Alamos. CSP shall provide assurance on data ownership. CPS shall describe any other potential use of County data housed within the cloud infrastructure, application or service. CSP shall provide methods for protecting the integrity and security of data (ex. Use of data encryption over internet connections). CSP will describe how the solution meets statutory requirements for data (ex, PII, HIPA, Gram-Leach-Bliley act, FIPS 199...). Provide all relevant information including legal boundaries not set forth in contractual agreements if any. Methodology or process for meeting County Records Retention policies. Mitigation strategy for security breaches involving County data. ○ Customer\User Security: Describe CSP methodology for implementing administrative and end-user security and access. What is the CSP methodology for mitigating security breaches with respect to access and user credentials? What is the CSP's methodology or process governing e-discovery request from entities other than the County? • CSP shall provide strategies or process for withdrawing or exiting the cloud based solution. Information shall discuss: <ul style="list-style-type: none"> ○ CSP shall providing the County with data in a usable form. Database exports in Microsoft SQL are required, any other format and data type shall require presentation of method, discussion with the County's stake holders and written acceptance by the Chief Information Officer or designee. ○ Any expected transition cost expected in transition from CSP vendor to on premise or other CSP shall be contracted prior to entering into the service agreement. <p>CSP using a database as part of their solution shall be responsible for providing the County with a database export (see database requirement) a minimum of 1 time per year upon County request. The County may at additional expense request multiple Database exports. Costs and request requirements for multiple exports shall be part of CSP proposal for service.</p>
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SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error

Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit C

Schedule 1

Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

EXHIBIT "D"
AGR17-939
MyGovPay/VirtualPay and IVR

1. MyGovPay/VirtualPay Licensing. Access to MyGovPay and/or Virtual Pay is hereby granted if Customer elects to use MyGovPay or VirtualPay, products of Tyler Technologies (*Powered by Persolvent*), designed for Citizen Users to use for processing online payments.

(a) Special MyGovPay/VirtualPay Definitions.

"Merchant Agreement" means the agreement between Customer and Persolvent that provides for the Merchant Fees.

"Merchant Fees" means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Tyler Technologies has no authority.

"MyGovPay" means the Product of Tyler Technologies that allows members of the public to pay for Customer's services with a credit or other payment card on the Customer's citizen-facing web portal.

"Persolvent" means Persolvent, formerly BankCard Services Worldwide, a Payment Card Industry (PCI) compliant processing agent through which the EnerGov Software passes credit card transactions.

"Use Fees" means the Technology Fees, Authorization Fees and Program/Convenience Fees as listed in Use Fees Table in Section 2, titled *MyGovPay/VirtualPay*.

"VirtualPay" means the Product of Tyler Technologies that allows the Customer to accept and process citizen user's credit or other payment card using the EnerGov Software.

(b) Conditions of Use. If customer elects to use MyGovPay and/or VirtualPay the following terms apply:

- (1) Customer must apply for and agree to a Merchant Agreement with Persolvent.
- (2) Customer agrees that Citizen Users will be subject to Use Fees as listed in Use Fees table in Section 2.
- (3) Customer agrees that Use Fees are separate from and independent of Merchant Fees.
- (4) Customer agrees that this Agreement does not represent any modification to Customer's Merchant Agreement with Persolvent.
- (5) Customer agrees that Use Fees are for use on the MyGovPay/VirtualPay online system and will not be deposited or owed to Customer in any way.
- (6) Customer agrees that MyGovPay's and VirtualPay's ability to assess Use Fees is dictated by the Card Associations whose rules may change at any time and for any reason. If MyGovPay and/or VirtualPay, for any reason, are unable to process payments using Use Fees, Customer agrees that MyGovPay/VirtualPay reserves the right to negotiate a new pricing model with Customer for the continued use of MyGovPay and/or VirtualPay.

2. MyGovPay/VirtualPay Fees. Customer agrees that the Use Fees set forth on the following page will apply if Customer elects to use MyGovPay/VirtualPay.

USE FEES TABLE FOLLOWS ON NEXT PAGE

Use Fees

EnerGov's MyGovPay (Online / card-not-present payments)**

	MyGovPay (Online Payments)	MyGovPay (Online Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.79%	\$0.20
Option 2: Patron Paid	3.29%	N/A

**ACH processing is available for a fee of \$20 per month and \$0.30 per transaction.

EnerGov's VirtualPay (retail card present)

	VirtualPay (Retail Payments)	Virtual Pay (Retail Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.59%	\$0.15
Option 2: Patron Paid	2.99%	N/A

Patron Paid fees will be communicated as "Service Fees" to the cardholder, at the time of transaction. In the event that the average monthly transaction amount is below \$30, Contractor reserves the right to apply an additional \$0.20 service fee above the quoted rates above.

3. Interactive Voice Response ("IVR"). If IVR is selected by Customer and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

- (a) Network Security. Customer acknowledges that a third-party is used by Tyler Technologies to process IVR data. Customer's content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers' content is or will be transmitted or stored.
- (b) Content. Customer is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the EnerGov Software.
- (c) Lawful Purposes. Customer shall not use the IVR system for any unlawful purpose.
- (d) Critical Application. Customer will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in getting medicate care or other emergency services.
- (e) No Harmful Code. Customer represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by Customer or Users.
- (f) IVR WARRANTY. Except as expressly set forth in this Agreement, TYLER TECHNOLOGIES MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR IVR.

EXHIBIT "E"
AGR17-939



1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven-day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

EXHIBIT "F"
AGR17-939

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other things of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable made to the following - COUNTY COUNCILORS: Christine Chandler; James Chrobocinski; David Izraelevitz; Antonio Maggiore; Susan O’Leary; Rick Reiss; and Pete Sheehey.)

Contribution Made by: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

Signature

Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

EXHIBIT "G"
AGR17-939

Confidential Information Disclosure Statement

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act (1978) NMSA §§14-2-1, et seq. Nothing in this agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement ("Statement") defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

1. Statement Coordinator – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

Contractor: Tyler Technologies, Inc Legal & Contracts Administration Group Representative

County: Information Management Program Manager

2. Definitions:

- a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified as confidential.
- b) **Discloser** - the party disclosing Confidential Information.
- c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient's possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser's prior written approval.
- d) **Recipient** – the party receiving Confidential Information.

3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates will protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the confidential information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.
4. Termination - (i) Except as provided in subparagraph (ii) following, upon termination for any reason of the above referenced Agreement, Recipient shall return or destroy all Confidential Information received on behalf of the Discloser. This provision shall apply to Confidential Information that is in the possession of subcontractors, agents, or associates of Recipient. (ii) If Recipient determines that returning or destroying Confidential Information is not feasible, Recipient shall provide to Discloser written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or

destruction of the Confidential Information is not feasible, Recipient shall extend the protections of this Confidential Information Disclosure Statement to such Confidential Information and shall limit further uses and disclosures of such Confidential Information to those purposes that make the return or destruction infeasible, for so long as Recipient maintains such Confidential Information. (iii) The respective rights and obligations of Recipient under this paragraph shall survive the termination of the Agreement of the parties to which this Confidential Information Disclosure Statement attaches.

5. Choice of Law – Without regard to conflict of law provisions, this Statement is governed by and shall be construed in accordance with the laws of the State of New Mexico.
6. Miscellaneous – Except as otherwise provided in the above-referenced agreement Between County and Contractor, all Confidential Information provided under the above referenced Agreement is proprietary in nature and belongs to and shall inure to the benefit of the Discloser. Recipient shall not acquire any patent, copyright, mask work, or trademark rights under this Statement. This Statement imposes no obligation on either party to purchase, sell, license, transfer, or otherwise dispose of any technology, service, or product; does not create any agency or partnership relationship; may be added to or modified only in a writing signed by both parties, supersedes all oral or implied agreements concerning Confidential Information; and may be signed in duplicate originals, or in separate counterparts, which are effective as if the parties signed a single original. A facsimile of an original signature transmitted to the other party is effective as if the original was sent to the other party.
7. Indemnity – Contractor shall indemnify, hold harmless, and defend County, its Council Members employees, agents, and representatives, from and against all liabilities, damages, claims, demands, actions (legal and equitable), and costs and expenses, including without limitation attorney's fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof or the performance of Contractor's employees, agents, representatives, and subcontractors.

Signed this ___ day of _____, 20__

Contractor

By

Title

County

By

Title



County of Los Alamos

Staff Report

April 04, 2017

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: C.

Index (Council Goals): * 2017 Council Goal – Quality of Life – Mobility – Maintain and Improve Transportation and Mobility

Presenters: Philo Shelton, Public Works Director and Eric Martinez, County Engineer

Legislative File: AGR0495-17

Title

Award of Bid No. 17-029 in the Amount of \$1,374,150.55 plus Applicable Gross Receipts Tax to Star Paving Company for Construction of the North Mesa Phase 1 Improvements Project; Establish a Project Budget in the Amount of \$1,683,946 for Roadway Improvements; and Approve Related Budget Revision 2017-20 in the Amount of \$100,000.

..Recommended Motion

I move that Council award Bid No. 17-029 in the Amount of \$1,374,150.55 plus Applicable Gross Receipts Tax to Star Paving Company for Construction of the North Mesa Phase 1 Improvements Project; Establish a Project Budget in the Amount of \$1,683,946 for Roadway Improvements; and Approve Related Budget Revision 2017-20 in the Amount of \$100,000.

..Manager's Recommendation

The County Manager recommends that Council approve the motion as presented.

Body

On March 7, 2017, the County advertised a formal competitive solicitation for project construction through Invitation for Bid No. 17-029. Five responses were received on March 22, 2017, and the evaluation committee is recommending award to Star Paving Company. This first project phase consists of road reconstruction within the Cumbres del Sol Subdivision, more specifically, Camino Uva and Camino Durasnilla. Road improvements include new asphalt road surfacing and replacement of concrete curb, gutter, valley gutters, drive pads, curb ramps, and sidewalks (in isolated locations). Also included in the work is the replacement of storm drain infrastructure, placement of new signs, pavement markings, and streetlight conduit and pull boxes.

A public meeting was held in conjunction with the regular Transportation Board monthly meeting on February 2, 2017 to obtain input early in the design.

Upon Council approval, the Notice of Award will be sent to the contractor on April 5, 2017 and work will begin on or before May 1, 2017. This contract includes milestone dates and liquidated damages for late completion. All work associated with this contract must be completed by August 10, 2017.

Upon receipt of a schedule from the contractor and subsequent approval by the County, the schedule and traffic impacts will be shared with the public through weekly construction updates to general media and posted on the project website. Staff will also work closely with the contractor and area residents regarding changes and maintenance of traffic access

including any special needs, refuse pick up, and mail delivery.

The closest county land that could be used for a staging area is North Mesa Road (near tennis courts). The contractor has the option of entering into a Land Use Agreement with the County or independently coordinating an alternative staging area.

Alternatives

Council could choose to not approve the agreement and postpone or cancel the project with the consequence that the existing street infrastructure will continue to deteriorate.

Fiscal and Staff Impact/Planned Item

As part of FY2017 Budget approved by Council, \$1,583,946 is available for the project through the County's Capital Improvement Program (CIP) which includes an \$182,877 in state funding awarded by NMDOT to the County for roadway improvements. A Budget Revision comprised of \$100,000 through a savings/remaining balance from the White Rock Civic Center Project would supplement the project budget contingency for unanticipated changes or field conditions.

The requested budget for the project is \$1,683,946. See Project Budget Spreadsheet (Attachment A) and Budget Revision Form (Attachment B) for additional details.

Attachments

A - Project Budget Spreadsheet

B - Budget Revision Form - 2017-20

PROJECT BUDGET SPREADSHEET	
IFB NO. 17-029 - NORTH MESA PHASE 1, CUMBRES DEL SOL SUBDIVISION	
Budget	Amount
FY 2017 County CIP	\$ 1,583,946.00
Includes Grant Revenue from NMDOT - State Share CAP/SP/SB (\$182,877)	
Budget Revision:	
White Rock Civic Center Fund Balance	\$ 100,000.00
Total Recommended Budget	\$ 1,683,946.00
Construction Expenses	Amount
Base Bid - Star Paving Co.	\$ 1,374,150.55
NMGRT 7.3125%	\$ 100,484.76
Total Bid w/Tax	\$ 1,474,635.31
Contingency (~13% of Total Bid w/Tax)	\$ 191,310.69
Independent Assurance Testing	\$ 18,000.00
Total Expenses	\$ 1,683,946.00
PUBLIC WORKS ROADWAY BUDGET REQUEST	\$ 1,683,946.00

Budget Revision 2017-20

	Fund/Dept	Brass Org	Revenue (decrease)	Expenditures (decrease)	Transfers In(Out)	Fund Balance (decrease)
	CIP Fund - North Mesa Cumbres Del Sol	311-C65575	\$ -	\$ 100,000	\$ -	\$ -
	CIP Fund - White Rock Civic Center	311-C65118	\$ -	\$ (100,000)	\$ -	\$ -
<p>Description: The purpose of this budget revision is to move budget authority to N Mesa Cumbres Del Sol project from remaining balance of the White Rock Civic Center project. This budget revision is to supplement the existing budget for the N Mesa Cumbres Del Sol project.</p> <p>Fiscal Impact: There is no fiscal impact on the CIP Fund as this revision moves expenditure authority from one CIP project to another.</p>						



County of Los Alamos

Staff Report

April 04, 2017

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: E.
Index (Council Goals):
Presenters:
Legislative File: 9234-17

Title

DWI Planning Council Reappointments

Recommended Action

I move that Council reappoint the following DWI Planning Council members for 2-year terms beginning May 1, 2017: David Griego, Carie Fanning, Kim Gabaldon, Bernadette Lauritzen, George Marsden, and Diane Noveroske.

Body

Per the revised Resolution adopted by County Council on May 3, 2016, DWI Planning Council members are appointed for 2-year staggered terms. To adhere to these revised procedures, half of the current members were appointed for a one-year term ending April 30, 2017. These members are actively engaged in the DWI Planning Council and are eager to serve two-year terms beginning May 1, 2017.

David Griego -- Senior Management Analyst, Los Alamos County
Carie Fanning -- Executive Director, Family Strengths Network
Kim Gabaldon -- Social Services Manager, Los Alamos County
Bernadette Lauritzen -- Prevention Specialist, Los Alamos Public Schools
George Marsden -- Assistant YMCA Director, Los Alamos Teen Center
Diane Noveroske -- Citizen Member

Attachments

A - DWI Planning Council Membership Roster
B - Applications for Reappointment

**LOS ALAMOS COUNTY
DWI PLANNING COUNCIL**
(as of 2/14/2017)

MEMBER NAME	ORGANIZATION	TERM
Abe Gordon	Inside Out Recovery	10/4/16 - 4/30/18
Bernadette Lauritzen	Prevention Specialist, Los Alamos Public Schools	5/3/16 - 4/30/17
Carie Fanning	Executive Director, Family Strengths Network	5/3/16 - 4/30/17
David Griego	Senior Management Analyst, Los Alamos County	5/3/16 - 4/30/17
Denise McCoy	Recreation Program Manager, Los Alamos County	5/3/16 - 4/30/18
Diane Noveroske	Citizen Member	5/3/16 - 4/30/17
George Marsden	Assistant Director, Los Alamos Teen Center	5/3/16 - 4/30/17
Joy Beery	Executive Director, Los Alamos Family Council	5/3/16 - 4/30/18
Juanita McNiel	Municipal Court Administrator	10/4/16 - 4/30/18
Judy Lovejoy	Citizen Member	2/14/17 - 4/30-18
Kim Gabaldon	Social Services Manager, Los Alamos County	5/3/16 - 4/30/17
Morrie Pongratz	Citizen Member	5/3/16 - 4/30/18
Monica Salazar-Casias	Los Alamos Police Department	10/4/16 - 4/30/18

STAFF

Kirsten Bell	DWI Program Coordinator	
Linda Pena	Adult Probation Officer	

Application for Appointment/Reappointment (circle one) to the Los Alamos County
DWI Planning Council

Name: David R. Griego Telephone: 505-662-8062

E-mail: david.griego@lacnm.us

Occupation: Senior Management Analyst

I would appreciate being recommended by the Los Alamos DWI Planning Council for appointment by the Los Alamos County Council for membership to the DWI Council.

Why do you want to be appointed to the DWI Planning Council?

In addition to being a part of the great work being done by the
Council, as the County's Grant Manager, DFA requests that I serve
as a member on the Council

What knowledge and experience do you bring to this position?

Grants Management/Compliance. Financial Reporting and nearly 8
years working with the DWI Program.

What do you think are the best things presently being done to reduce drunk driving?
Prevention activities, including the Buzz Bus Safe Ride Program

Do you have any suggestions for what could be done to further reduce drunk driving?
I would like to see a broader approach to Prevention activities,
including pilot programs specifically targeting unemployed and low
income individuals

Which constituencies could you represent? (Circle all that apply)

1. Local Media 2. EMS 3. Schools 4. Community Substance Abuse Treatment
5. Public Health 6. Law Enforcement 7. Courts/judicial 8. Community Traffic Safety
9. Prosecutor/legal 10. Elected County Official 11. Independent Behavioral Health
Service Professional 12. Business Community 13. Concerned Citizen 14. Other

Please return this completed form to kirsten.bell@lacnm.us, or mail Kirsten Bell, 1000
Central Avenue, Suite 310; Los Alamos, NM 87544

Application for Appointment/Reappointment (circle one) to the Los Alamos County
DWI Planning Council

Name: Carie Fanning Telephone: 505-662-4515
E-mail: carie.fanning@lafsn.org
Occupation: Executive Director

I would appreciate being recommended by the Los Alamos DWI Planning Council for appointment by the Los Alamos County Council for membership to the DWI Council.

Why do you want to be appointed to the DWI Planning Council?

As Executive Director of Family Strengths Network
it is I am required to be on the Council. I also
enjoy working to reduce DWI

What knowledge and experience do you bring to this position?

worked with displaced youth as a residential
counselor. Am on Community Health Council and
their Leadership Committee.

What do you think are the best things presently being done to reduce drunk driving?

Buzz Bus, senior night, youth produced
adds

Do you have any suggestions for what could be done to further reduce drunk driving?

Continue to expand Buzz Bus when possible

Which constituencies could you represent? (Circle all that apply)

1. Local Media 2. EMS 3. Schools 4. Community Substance Abuse Treatment
5. Public Health 6. Law Enforcement 7. Courts/judicial 8. Community Traffic Safety
9. Prosecutor/legal 10. Elected County Official 11. Independent Behavioral Health
Service Professional ☒ 12. Business Community ☒ 13. Concerned Citizen ☒ 14. Other

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Central Avenue, Suite 310; Los Alamos, NM 87544

Application for Appointment Reappointment (circle one) to the Los Alamos County
DWI Planning Council

Name: Kim Galsdon Telephone: (505) 662-8312

E-mail: Kim.galsdon@lacnm.us

Occupation: social services manager

I would appreciate being recommended by the Los Alamos DWI Planning Council for appointment by the Los Alamos County Council for membership to the DWI Council.

Why do you want to be appointed to the DWI Planning Council?

to continue working with council members on the good work we've done.

What knowledge and experience do you bring to this position?

previous time and energy spent on the Council, and work on related activities with the Los Alamos Health Council and Social Services Division

What do you think are the best things presently being done to reduce drunk driving?

① partnering with transit to offer safe rides at peak "celebratory" holiday times ② partnering with bar keeps to make their lives easier "serving"

Do you have any suggestions for what could be done to further reduce drunk driving?

None at this time, Kudos to Kirsten & the Council!

Which constituencies could you represent? (Circle all that apply)

1. Local Media 2. EMS 3. Schools 4. Community Substance Abuse Treatment

5. Public Health 6. Law Enforcement 7. Courts/judicial 8. Community Traffic Safety

9. Prosecutor/legal 10. Elected County Official 11. Independent Behavioral Health

Service Professional 12. Business Community 13. Concerned Citizen 14. Other Local Government

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Application for Appointment/Reappointment (circle one) to the Los Alamos County
DWI Planning Council

Name: Bernadette Lauritzen Telephone: 663-3252

E-mail: B. Lauritzen @ laschools.net

Occupation: Prevention Specialist

I would appreciate being recommended by the Los Alamos DWI Planning Council for appointment by the Los Alamos County Council for membership to the DWI Council.

Why do you want to be appointed to the DWI Planning Council?

I think the work we do is imperative for a healthier community.

What knowledge and experience do you bring to this position?

As the Prevention Specialist and an Assets Coordinator I know what youth need to make healthy decisions.

What do you think are the best things presently being done to reduce drunk driving?

Prevention in the schools for youth & our new safe ride program. Education is imperative for all ages.

Do you have any suggestions for what could be done to further reduce drunk driving?

More publicity to keep the subject, "top of mind," for the community.

Which constituencies could you represent? (Circle all that apply)

1. Local Media 2. EMS 3. Schools 4. Community Substance Abuse Treatment
5. Public Health 6. Law Enforcement 7. Courts/judicial 8. Community Traffic Safety
9. Prosecutor/legal 10. Elected County Official 11. Independent Behavioral Health
Service Professional 12. Business Community 13. Concerned Citizen 14. Other - Prevention

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**Application for Appointment/Reappointment (circle one) to the Los Alamos County
DWI Planning Council**

Name: George Marsden Telephone: 505-412-1003

E-mail: gmarsden@laymca.org

Occupation: Asst. Teen Center Director

I would appreciate being recommended by the Los Alamos DWI Planning Council for appointment by the Los Alamos County Council for membership to the DWI Council.

Why do you want to be appointed to the DWI Planning Council?

The youth that I work with everyday are the next generation of drivers and reaching them with effective and impactful messages about not drinking and driving is important to me.

What knowledge and experience do you bring to this position?

3.5 years as the Assistant Director of the YMCA Los Alamos Teen Center

What do you think are the best things presently being done to reduce drunk driving?

Education and awareness programs. Safe Ride/BuzzBus programs.

Do you have any suggestions for what could be done to further reduce drunk driving?

As funding allows, increase free safe rides coverage for dates outside of traditional "party times".

Which constituencies could you represent? (Circle all that apply)

1. Local Media 2. EMS 3. Schools 4. Community Substance Abuse Treatment
5. Public Health 6. Law Enforcement 7. Courts/Judicial 8. Community Traffic Safety
9. Prosecutor/legal 10. Elected County Official 11. Independent Behavioral Health
Service Professional 12. Business Community 13. Concerned Citizen 14. Other

Please return this completed form to kirsten.bell@lacnm.us, or mail Kirsten Bell, 1000 Central Avenue, Suite 310; Los Alamos, NM 87544

**Application for Appointment/Reappointment (circle one) to the Los Alamos County
DWI Planning Council**

Name: Diane L. Noveroske Telephone: 672-9166/412-2936

E-mail: d.noveroske@comcast.net

Occupation: Retired

I would appreciate being recommended by the Los Alamos DWI Planning Council for appointment by the Los Alamos County Council for membership to the DWI Council.

Why do you want to be appointed to the DWI Planning Council?

Fighting impaired driving is a passion of mine. I have been a president of a MADD Chapter and involved with the Los Alamos DWI Council for over 17 years

What knowledge and experience do you bring to this position?

Citizen member, involved with MADD, coordinated this Council for several years, Council chair or Vice Chair for many years. Have a family member with DUI's so I am familiar with the system.

What do you think are the best things presently being done to reduce drunk driving?

Safe rides, our Buzz Bus, ignition interlocks, treatment, designated drivers

Do you have any suggestions for what could be done to further reduce drunk driving?

interlocks standard on all new cars
medical insurance to pay for treatment

Which constituencies could you represent? (Circle all that apply)

1. Local Media 2. EMS 3. Schools 4. Community Substance Abuse Treatment
5. Public Health 6. Law Enforcement 7. Courts/Judicial 8. Community Traffic Safety
9. Prosecutor/legal 10. Elected County Official 11. Independent Behavioral Health
Service Professional 12. Business Community 13. Concerned Citizen 14. Other

Please return this completed form to kirsten.bell@lacnm.us, or mail Kirsten Bell, 1000 Central Avenue, Suite 310; Los Alamos, NM 87544



County of Los Alamos

Staff Report

April 04, 2017

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: E.
Index (Council Goals):
Presenters:
Legislative File: 9286-17

Title

Consideration of Budget Revision 2017-19

Recommended Action

I move that Council approve Budget Revision 2017-19 as summarized on the attachment and the attachment be made part of the minutes of the meeting.

County Manager's Recommendation

The County Manager recommends that Council approve the attached budget revision as requested.

Body

Attached for Council's consideration is a budget revision for a FEMA Hazmat training grant for the Fire Department in the amount of \$14,888.

Alternatives

Council could choose not to approve the budget revision.

Fiscal and Staff Impact/Planned Item

The fiscal and staff impact for this revision is described in the attachment.

Attachments

A - Budget Revision 2017-19

Budget Revision 2017-19

	Fund/Dept	Brass Org	Revenue (decrease)	Expenditures (decrease)	Transfers In(Out)	Fund Balance (decrease)
	General Fund - Fire Dept	011-F62650	\$ 14,888	\$ 14,888	\$ -	\$ -

Description: This budget revision creates budget authority for a FEMA-Hazmat grant to provide training for the Fire Department. The grant is for \$11,910 and the match is \$2,978. Contained in this revision is the match from the General Fund, as it is not allowed under the Cooperative Agreement.

Fiscal Impact: The fiscal impact in the General Fund is an increase in grant revenue and training expenditure in the amount of \$14,888.



County of Los Alamos

Staff Report

April 04, 2017

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: A.

Index (Council Goals): * 2017 Council Goal – Quality Governance – Operational Excellence – Maintain Quality Essential Services and Supporting Infrastructure

Presenters: Wayne Kohlrust, Project Manager

Legislative File: CO0494-17

Title

Incorporated County of Los Alamos Code Ordinance No. 02-271; An Ordinance amending the Code of the Incorporated County of Los Alamos by Amending Ordinance No. 02-078, § 2, 10-3-2006 Amending Chapter 8 and Ordinance No. 02-234, § 2, 10-29-2013; and Amending Chapter 16 to Change the Name of the Fuller Lodge/Historic Districts Advisory Board to the Historic Preservation Advisory Board; Change the Number of the Members from seven to five; and Change the Term from four years to three and ask staff to ensure that it is published as provided in the County Charter.

Recommended Action

I introduce, without prejudice, Incorporated County of Los Alamos Code Ordinance No. 02-271; An Ordinance amending the Code of the Incorporated County of Los Alamos by Amending Ordinance No. 02-078, § 2, 10-3-2006 Amending Chapter 8 and Ordinance No. 02-234, § 2, 10-29-2013; and Amending Chapter 16 to Change the Name of the Fuller Lodge/Historic Districts Advisory Board to the Historic Preservation Advisory Board; Change the Number of the Members from seven to five; and Change the Term from four years to three and ask staff to ensure that it is published as provided in the County Charter.

County Manager's Recommendation

The County Manager recommends that Council introduce this Code Ordinance

Board, Commission or Committee Recommendation

The Fuller Lodge/Historic Districts Advisory Board voted unanimously to recommend the referenced changes to County Council at their February 1, 2017 meeting.

Body

On February 1, 2017 meeting, the Fuller Lodge/Historic Districts Advisory Board approved the recommendation to change the name of the Fuller Lodge/Historic Districts Advisory Board to the Historic Preservation Advisory Board (HPAB). When established almost 30 years ago, the focus of the Board at the time was the preservation and mission of the Lodge. Through the work of the Board and various maintenance, custodial and project management staff, the Lodge has now been renovated and in very good condition. The name change would correspond to the Board's broader goals of determining historic designation of properties and facilities. Further, it has been difficult attracting new members to the Board, perhaps due to some uncertainty on the part of the public given the focus of "Fuller Lodge" in the title.

The Board also recommended reducing the number of members from seven to five, and the

term from four to three years. Reducing the number of members would enable the Board to be more active and facilitate a quorum for conducting business. Finally, the reduction in term length is in line with other Boards and Commissions in the County structure. This Board had the second longest term, second only to the Utilities Board, and reducing term length may contribute with attracting new members.

Alternatives

Council could choose to not revise or endorse these changes, however experience has shown that it may be difficult for the Board to continue to conduct business due to a lack of a quorum of members.

Attachments

A - Incorporated County of Los Alamos Code Ordinance No. 02-271

B - February 1, 2017 Fuller Lodge Meeting Minutes

INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE NO. 02-271

AN ORDINANCE AMENDING CHAPTERS 8 AND 16 OF THE LOS ALAMOS COUNTY CODE OF ORDINANCES TO CHANGE THE NAME OF THE FULLER LODGE/HISTORIC DISTRICTS ADVISORY BOARD TO THE HISTORIC PRESERVATION ADVISORY BOARD, TO CHANGE THE NUMBER OF MEMBERS FROM SEVEN TO FIVE MEMBERS, AND TO CHANGE THE TERM OF MEMBERS FROM FOUR YEARS TO THREE YEARS

WHEREAS, Section 305 of the Charter of the Incorporated County of Los Alamos ("County"), provides that the County Council may by ordinance create standing boards and commissions; and

WHEREAS, the County Council June 6, 1994, in ordinance number 85-199, created the Fuller Lodge/Historic Districts Advisory Board with the purpose of making "...recommendations to the planning and zoning commission, variance board and county council regarding the protection, preservation and enhancement of places, sites, areas, buildings, structures and other objects within the corporate boundaries of the incorporated county having a special character or special historic, architectural or cultural interest or value, and to initiate and conduct research and investigations relating to them"; and

WHEREAS, the County Council, in establishing the Fuller Lodge/Historic Districts Advisory Board ("Board") provided that the Board was to be comprised of seven citizens "competent and informed in the historic, architectural and cultural traditions of the community"; and

WHEREAS, the County Council, in establishing the Fuller Lodge/Historic Districts Advisory Board ("Board") provided that Board members were to serve staggered terms of four (4) years each; and

WHEREAS, the Board, in consultation with the County staff liaison, County Manager, and related County departments, believes that change of the Board's name to Historic Preservation Advisory Board would correspond to the Board's broader goals of determining historic designation of properties and facilities; and

WHEREAS, since its inception, the Board has had difficulty finding and replacing the required number of Board members which at times has limited the Board's ability to operate due to necessary quorum restrictions; and

WHEREAS, the Board and County staff liaison, in consultation with the County Manager's Office, the Public Works Department, and other related County departments, believe that by reducing the required number of members and by reducing the term each member must serve, it will assist the Board in meeting the County Council's stated goals; and

WHEREAS, the County Council has determined that amendment to the Board's name, reduction in the number of required members, and reduction in the term of service of each member is in the best interests of the citizens of the County.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE INCORPORATED COUNTY OF LOS ALAMOS as follows:

Section 1. Chapter 8, Article III, title and Section 8-51 of the Los Alamos County Code of Ordinances is hereby amended to change the name of the Fuller Lodge/Historic Districts Advisory Board to the Historic Preservation Advisory Board as follows:

ARTICLE III. - ~~FULLER LODGE/HISTORIC DISTRICTS ADVISORY BOARD~~HISTORIC PRESERVATION ADVISORY BOARD

Sec. 8-51. - Purpose.

~~A Fuller Lodge/historic districts advisory board~~Historic Preservation Advisory Board is established in order to make recommendations to the planning and zoning commission, variance board and county council regarding the protection, preservation and enhancement of places, sites, areas, buildings, structures and other objects within the corporate boundaries of the incorporated county having a special character or special historic, architectural or cultural interest or value, and to initiate and conduct research and investigations relating to them.

Section 2. Chapter 8, Article III, Section 8-52 of the Los Alamos County Code of Ordinances is hereby amended to change the name of the Fuller Lodge/Historic Districts Advisory Board to the Historic Preservation Advisory Board, change the number of members from seven (7) members to five (5) members, and reduce the term of each member from four (4) to three (3) years as follows:

Sec. 8-52. - Membership, terms and qualifications.

The ~~Fuller Lodge/historic district advisory board~~Historic Preservation Advisory Board shall be composed of ~~seven~~five citizens competent and informed in the historic, architectural and cultural traditions of the community. Members shall be appointed for staggered terms of ~~four~~three years.

Section 3. Chapter 8, Article III, Section 8-53 of the Los Alamos County Code of Ordinances is hereby amended to change the name of the Fuller Lodge/Historic Districts Advisory Board to the Historic Preservation Advisory Board as follows:

Sec. 8-53. - Duties and responsibilities.

The ~~Fuller Lodge/historic districts advisory board~~Historic Preservation Advisory Board shall serve in an advisory capacity to the county council and shall have the following functions, responsibilities and duties:

- (1) Inspections, investigations and recommendations regarding any sites, buildings, structures or areas within the county which the ~~Fuller Lodge/historic districts advisory board~~Historic Preservation Advisory Board has reason to believe are or will become important historic, architectural or cultural landmarks; and
- (2) Making of recommendations to the county council regarding:
 - a. Policies for the use and management of Fuller Lodge, including: user fees, charges, control of events during which alcoholic beverages are served, security, replacement of fixtures and furnishings, and maintenance of Fuller Lodge;
 - b. Compliance with all federal, state and county laws, regulations, codes, ordinances and resolutions applicable to Fuller Lodge and other important historic, architectural or cultural landmarks owned or controlled by the county;

- c. Use of proceeds from grants or any historic building improvement tax approved by voters of the county at any general election or special election called for that purpose following the adoption of a resolution pursuant to the Historic Building Improvements Act, NMSA 1978, §§ 4-55b-1 to 4-55b-5 (1993 Supp.);
- (3) Make such recommendations as reasonably necessary on historic preservation issues to the planning and zoning commission, variance board, and county council, including but not limited to, site plans and variance requests in historic districts.
- (4) Provide citizen input to staff and council on ways and means for improving the county's historic preservation program. For this purpose, the board shall gather public input in ways appropriate to the circumstances, which may include public hearings dedicated to specific topics.
- (5) Recommend ways to involve and educate the community on historic preservation issues.
- (6) Such other activities, duties and responsibilities related to Fuller Lodge or the historic districts as may be assigned by the county council.

Section 4. Chapter 16, Article XV, Section 16-611 of the Los Alamos County Code of Ordinances is hereby amended to change the name of the Fuller Lodge/Historic Districts Advisory Board to the Historic Preservation Advisory Board as follows:

Sec. 16-611. - Definitions.

For the purposes of this article, the following words and phrases shall be defined as follows:

Fuller Lodge/historic districts advisory board ~~*Historic Preservation Advisory Board*~~ (referred to as the *FL/HDABHPAB* in this article) means the board established by chapter 8 of the county code and authorized by this article to make recommendations to the planning and zoning commission and to county council on proposed historic designations and projects affecting historic properties within the county.

Historic district means an area within Los Alamos County that has been so designated by ordinance pursuant to the procedures outlined in this article and section 16-452(b) and mapped as an overlay district on the county's official zoning map.

Historic landmark means an individual building, structure or site within Los Alamos County that has been so designated by ordinance pursuant to this article and mapped as an overlay district on the county's official zoning map.

Historic property means a historic landmark or any property located within a historic district, including all structures or improvements thereon.

Historic property alteration certificate means the official form issued under this article stating that proposed work on a historic property is compatible with the historic character of the property and therefore: (1) has been recommended for approval as appropriate and may be completed as specified in the certificate subject to compliance with all local, state and federal laws, as applicable; and (2) any building permits or other construction-related permits regarding work specified in the certificate may be issued by the community development department or other regulatory department upon satisfaction of all requirements for such permits.

Section 5. Chapter 16, Article XV, Section 16-612 of the Los Alamos County Code of Ordinances is hereby amended to change the name of the Fuller Lodge/Historic Districts Advisory Board to the Historic Preservation Advisory Board as follows:

Sec. 16-612. - Designation of historic landmarks and historic districts.

- (a) *Generally.* The county council may designate and list individual historic landmarks or historic districts within the county and such landmarks or districts shall be designated on the official zoning map. Such

designation will result in the creation of an overlay district which will impose regulations on the designated property or district in addition to the zoning regulations already in effect in the underlying zones. Designated landmarks and districts may include publicly as well as privately owned property.

- (b) *Criteria for designation.* Council may authorize the designation of a historic landmark or historic district where the landmark or district proposed for inclusion is found to possess not less than two of the following characteristics; the landmark or district:
 - (1) Embodies an architectural style or method of construction dating from one or more significant historic periods;
 - (2) Establishes a sense of time and place unique to Los Alamos County;
 - (3) Exemplifies or reflects the cultural, social, economic or political history of the nation, state or county;
 - (4) Is associated with the lives of significant historical persons or events;
 - (5) Has the potential to preserve, display, or yield significant historic or archaeological information; or
 - (6) Exists on the registry of the State or National Register of Historic Places.
- (c) *Owner consent required.* Any person or group may nominate a historic landmark or district for designation; however, written consent of the property owner(s) is required before the nomination of an individual landmark will be considered. A historic district nomination application requires the written consent of the owners of at least 66 percent of the properties within the proposed district.
- (d) *Application requirements.* Nominating applications shall be submitted to the community development department director and shall contain at a minimum:
 - (1) The proper application form as provided by the community development department director;
 - (2) Any application fees as established by resolution of the county council;
 - (3) A map showing the boundary of the proposed historic landmark or district, including all structures and property lines within the proposed landmark or district;
 - (4) Written consent of the owner(s) satisfying the requirement of subsection 16-612(c);
 - (5) A statement of justification reviewing the historical or architectural significance of the proposed landmark or district and how it meets the criteria for designation in this article;
 - (6) A description of the particular historic or architectural features that should be preserved. The description shall be based on a study prepared by an architectural or qualified authority on historic preservation surveying the proposed landmark or all properties within the proposed district, as applicable. The features deemed to be significant and worthy of preservation shall be specifically listed and illustrated in the study and shall form the basis for proposed preservation regulations within the district.
- (e) *Review and public hearing.*
 - (1) After the community development department director determines the nominating application is complete, the FL/HDABHPAB shall hold a public hearing to solicit comment on the application. At least 15 days prior to the public hearing the community development department shall send notice of the meeting by U.S. mail to all owners of property within the proposed district. At the public meeting, the FL/HDABHPAB shall make a recommendation, with rationale based on the criteria contained in this article, and forward the same to be heard by the planning and zoning commission. The FL/HDABHPAB may nominate or sponsor an application for the designation of an individual landmark or an historic district. In that case, the requirements for owner consent still apply, but the public hearing provisions of this subsection (e)(1) shall not apply and, after the community development department director determines the nominating application is complete, the application shall be heard at a public hearing of the planning and zoning commission as provided below in subsection (e)(2).

- (2) The planning and zoning commission shall hold a public hearing on the application and ~~FL/HDAB/HPAB~~'s recommendation. Notice of public hearing shall be as set forth in section 16-192. The planning and zoning commission shall make a recommendation to the county council as to whether the proposed historic landmark or district shall be officially designated on the county zoning map as an overlay district in accordance with section 16-452(b).
- (3) As soon as practicable thereafter, the county council shall hold a public hearing. Notice of public hearing shall be as set forth in section 16-192. The county council shall determine whether the proposed historic landmark or district shall be officially designated on the county zoning map as an overlay district in accordance with section 16-452(b).
- (4) The same application and processing procedures shall apply to subsequent amendments to any designated landmark or district.

Section 6. Chapter 16, Article XV, Section 16-613 of the Los Alamos County Code of Ordinances is hereby amended to change the name of the Fuller Lodge/Historic Districts Advisory Board to the Historic Preservation Districts Advisory Board as follows:

Sec. 16-613. - Historic property alteration certificate.

- (a) *Generally.* With respect to any designated historic property under this article, the exterior appearance of any structure shall not be altered, new structures shall not be constructed, and existing structures shall not be demolished until a historic property alteration certificate has been obtained by the owner. Construction, alteration, relocation or demolition of any fence or other landscape feature including, without limitation, any deck, wall, berm, garden structure, exterior lighting, driveway, or landscaping that has the potential for affecting historic structures or features shall also require an approved historic property alteration certificate.
- (b) *Exemptions.* Notwithstanding the foregoing, a historic property alteration certificate shall not be required for:
 - (1) Ordinary maintenance and repair where the purpose of the work is to preserve the integrity of the structure and/or materials, correct deterioration to the structure, and restore it to its condition prior to deterioration; or
 - (2) Construction, alteration or demolition involving only interior features of the structure, unless such work impacts the structure's exterior appearance.
- (c) *Application.* The owner of a designated historic property shall apply to the community development department director for a historic property alteration certificate using the forms and submitting the necessary documentation as prescribed by the director. The applicant also shall submit any fees as established by resolution of the county council.
- (d) *Standards for review.* No application for an historic property alteration certificate shall be approved unless the following conditions are satisfied:
 - (1) The proposed work will preserve, enhance, or restore and does not damage or destroy the significant features of the resource as identified in the nomination for designation under sections 16-612(d)(4) and (5) and any specific design guidelines adopted for the historic landmark or district; and
 - (2) The proposed work will be compatible with the relevant historic, cultural, or architectural qualities characteristic of the structure, site or district including, but not limited to, elements of size, scale, massing, proportions, orientation, materials, surface textures and patterns, details and embellishments and the relation of these elements to one another.
- (e) *Review and public hearing.*
 - (1) *Committee review.* Within ten business days after acceptance by the community development department director of an application for historic property alteration certificate, a committee

consisting of the community development department director, or designee, and two members of the FL/HDABHPAB designated by the FL/HDABHPAB chair shall meet to review the application and determine whether the proposed work will have a significant impact upon or be potentially detrimental to the historic property.

- a. If the committee determines there will be no significant impact or potential detriment, the director shall issue an alteration certificate to the applicant and shall notify the FL/HDABHPAB and the planning and zoning commission of such issuance.
 - b. If it has been determined by the majority of the committee that the proposed work would create a significant impact or potential detriment to the historic property, the application shall be referred to a public hearing pursuant to section 16-613(e)(3) below, and the applicant shall be promptly notified of the referral.
- (2) *Expedited review.* The above notwithstanding, the director may review any application that seeks approval of common alterations; and if the director determines that there will be no significant impact or potential detriment from the alteration, then the director shall issue a historic property alteration certificate to the applicant.
- (3) *Review and recommendation by FL/HDABHPAB.* In addition to those applications referred for public meeting after administrative review pursuant to section 16-613(e)(1)b. above, a public meeting before the FL/HDABHPAB shall be required for any application requesting new construction over 200 square feet in gross floor area, or the relocation or demolition of a historic property.
 - a. Upon acceptance by the community development department director of any application for an historic property alteration certificate, the FL/HDABHPAB shall schedule a meeting to review the application.
 - b. The FL/HDABHPAB shall hold a public meeting on the application during which it shall make a recommendation to the planning and zoning commission regarding whether a historic property alteration certificate should be issued. The FL/HDABHPAB shall have 40 calendar days from the acceptance date of the application in which to hold said meeting. The planning and zoning commission shall take no action on the application until the FL/HDABHPAB has either made its recommendation or the 40-day review period has passed.
 - c. The FL/HDABHPAB recommendation on the application shall take one of three forms: (i) approval as presented; (ii) approval with conditions; or (iii) denial. A written explanation applying the standards for review under section 16-614(d) shall accompany the recommendation.
 - d. If the FL/HDABHPAB fails to make a recommendation within the 40-day period, the planning and zoning commission shall proceed with its determination.
- (4) *Determination by planning and zoning commission.* As soon as practicable after the FL/HDABHPAB meeting on an application for historic property alteration certificate, the planning and zoning commission shall hold a public hearing to consider the recommendation. In making its decision on whether the certificate shall issue, the planning and zoning commission shall apply the standards for review under section 16-613(d) and shall also consider any recommendation received from the FL/HDABHPAB. The planning and zoning commission shall make a determination whether the historic property alteration certificate shall issue. If the determination of the planning and zoning commission differs from the recommendation of the FL/HDABHPAB, such determination shall include a statement explaining why the FL/HDABHPAB recommendation was not followed, and this statement shall be forwarded to the FL/HDABHPAB.
- (5) *Appeals.* The final action of the planning and zoning commission regarding any historic property alteration certificate may be appealed to the county council in accordance with article XII of this chapter.

Section 7. Chapter 16, Article XV, Section 16-614 of the Los Alamos County Code of Ordinances is hereby amended to change the name of the Fuller Lodge/Historic Districts Advisory Board to the Historic Preservation Advisory Board as follows:

Sec 16-614. - Temporary restraint of demolition.

While it is the purpose of this article to preserve structures of historic or architectural significance, it is recognized that all areas of significance cannot be identified, analyzed, and designated at one time. However, it is important to protect properties with potentially qualifying buildings from inappropriate demolitions until review and hearings can be completed for possible historic preservation designation. Therefore:

- (a) No demolition permit shall be issued by the building official regarding any structure located within an area of an application for historic designation under section 16-612 between such time as the application is filed and the time the action is taken on the application by the county council unless it is determined after review by the committee established under subsection 16-613(e)(1) that the structure to be demolished contains no historic or architectural significance and is not an essential contribution to other historic features in the area.
- (b) If a demolition approval is not issued after committee review, then the ~~FL/HDABHPAB~~ shall, within 30 calendar days of the application acceptance date, hold a public hearing, at which time, the requesting party shall demonstrate:
 - (1) For total demolition:
 - a. The structure is of minimal historic significance because of its location, condition, modifications or other factors, and its demolition will be inconsequential to historic preservation needs of the area; or
 - b. The structure is determined to have historic or architectural significance but:
 - i. The structure proposed for demolition is not structurally sound despite evidence of the owner's efforts to maintain the structure; and
 - ii. The structure cannot be rehabilitated or reused on site to provide for any reasonable beneficial use of the property; and
 - iii. The structure cannot be practically moved to another site in Los Alamos; and
 - iv. The applicant demonstrates that the proposal mitigates the greatest extent practical the following:
 - a) Any impacts that occur to the visual character of the neighborhood where demolition is proposed to occur.
 - b) Any impact on the historical importance of the structure or structures located on the property and adjacent properties.
 - c) Any impact to the architectural integrity of the structure or structures located on the property and adjacent properties.
 - (2) For partial demolition:
 - a. The partial demolition is required for renovation, restoration, or rehabilitation of the structure; and
 - b. The structure is determined to have historic or architectural significance but, the structure proposed for demolition is not structurally sound despite evidence of the owner's efforts to maintain the structure; and
 - c. The applicant has mitigated, to the greatest extent possible:

- i. Impacts on the historic importance of the structure or structures located on the property.
- ii. Impacts on the architectural integrity of the structure or structures on the property.

At the conclusion of the meeting, the FL/HDABHPAB shall submit its recommendation if the permit should be approved or denied to the planning and zoning commission.

- (c) Within 14 days of the FL/HDABHPAB meeting date, the planning and zoning commission shall hold a public hearing. The recommendation of the FL/HDABHPAB shall be entered into the record and shall be considered by the planning and zoning commission in making its determination. The finding of the planning and zoning commission shall be final and may be appealed to the county council in accordance with article XII of this chapter.
- (d) If the request for demolition permit is denied, then no permit for demolition shall be issued for six months from the date of the planning and zoning commission hearing on the permit.
 - (1) If historic designation has not been granted for the property, at the expiration of the six-month period, the building official shall grant a demolition permit for the property.
 - (2) At the time of adoption of historic property designation, the temporary restraint of demolition and any stays of demolition in effect shall expire. Demolition approvals after that time shall be regulated by section 16-613.

Section 8. Chapter 16, Article XV, Section 16-616 of the Los Alamos County Code of Ordinances is hereby amended to change the name of the Fuller Lodge/Historic Districts Advisory Board to the Historic Preservation Advisory Board as follows:

Sec. 16-616. - Economic hardship.

- (a) An applicant who has been denied a historic property alteration certificate may seek an exemption from all, or portions of, the requirements of this article based on economic hardship. Economic hardship in this context does not relate to the applicant's financial status, but rather whether the impact of this ordinance is such that it denies the applicant all reasonable or beneficial use of the property. A request for relief from this ordinance on account of economic hardship shall be made using the necessary forms provided by the community development department.
- (b) If a request for economic hardship is made, the applicant may not undertake any work on the historic property until and unless the planning and zoning commission makes a finding that an economic hardship exists and a certificate has been issued.
- (c) When a claim of economic hardship is made due to the effect of this article, the owner must demonstrate:
 - (1) In the case of an income-producing property, that a reasonable rate of return cannot be obtained from the property in its present condition or if improved in compliance with this article.
 - (2) In the case of a non-income-producing property, that the property has no beneficial use as a dwelling or for an institutional use in its present condition or if improved in compliance with this article.
 - (3) The consideration for economic hardship shall not include willful or negligent acts by the owner, purchase of the property for substantially more than the market value, or failure to perform normal maintenance and repairs.
 - (4) In addition, the applicant shall demonstrate that it has consulted in with the FL/HDABHPAB, local preservation groups, or interested parties in a effort to seek an alternative that will result in preservation of the property.

- (d) The planning and zoning commission shall hold a public hearing on the economic hardship request at its next regularly scheduled meeting, or not less than 30 days after filing of the request with the community development department director.
- (e) Any decision of the planning and zoning commission regarding an economic hardship request may be appealed by the applicant to the county council in accordance with article XII of this chapter.

Section 9. Effective Date. This Ordinance shall become effective thirty (30) days after notice is published following its adoption.

Section 10. Severability. Should any section, paragraph, clause or provision of this ordinance, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

Section 11. Repealer. All ordinances or resolutions, or parts thereof, inconsistent herewith are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

PASSED AND ADOPTED this ____ day of _____, 2017.

**COUNCIL OF THE INCORPORATED
COUNTY OF LOS ALAMOS**

**David Izraelevitz
Council Chair**

ATTEST: (SEAL)

**Naomi D. Maestas
Los Alamos County Clerk**

Fuller Lodge Historic District Advisory Board

February 1st, 2017 / 5:30

Attendance: Mark Rayburn, Chair
Leslie Linke
Jorge Maldonado

Visitors: Alvin Leaphart
Kevin Powers
Nancy Bartlett

1. Call to Order: 5:30 PM

2. Public Comment: None

3. FLHDAB Business:

A. Selection of Chair and Vice Chair: Chair: Mark Rayburn
Vice Chair Leslie Linke

Chair Linke Motioned to have Mark Rayburn continue as Chair / Maldonado Seconded.

Chair Rayburn Motioned to have Chair Linke as Vice Chair / Maldonado Seconded.

Unanimous Vote

B. Minutes: Linke, Vice Chair Moved to approve minutes with Changes
Member Maldonado 2nd motion **Unanimous Vote**

C. Farewell and Acknowledgement of Member Hardy and Member Bruell
Members did not attend. Wayne did send them both a note thanking them for their term and invited them to attend the meeting.

D. Green Room Plaque Installation: "The History of the Green Room in Fuller Lodge" by Peggy Pond Church. There was discussion on the wording of the plaque, and also discuss where in the Green Room this plaque will be placed as well as pictures. Wayne will contact someone from The Arts in Public Spaces regarding placement.

Member Maldonado moved to approve the changes

Vice Chair Linke 2nd motion.

Unanimous Vote

E. Recommendation to remove shed at Stone Cottage (Red Cross Building) Shed is in bad condition, full of rodents not on a foundation, not a value to the stone cottage. SHPO has concurred with this recommendation.

Member Maldonado moved to remove shed

Vice Chair Linke 2nd motion.

Unanimous Vote

F. Changes to Fuller Lodge Board: Discussion:

Move to change the Board from 7 to 5 Members

Change the Board name to "Historic Preservation Advisory Board"

Change the term from 4 to 3 years

Wayne past out a list of all the Boards that the County has, it explains the different terms and number of members. Most Boards are less than 4 years, and less than 7 members. Chair Rayburn recommended 3 year terms. Possible new members, there are 2 new applications. Changes would need to go to Council.

Vice Chair Linke Motioned to make the changes

Member Maldonado 2nd motion.

Unanimous Vote

G. Recommendations for Downtown Historic District Boundaries

Wayne Kohlrust discussed the historic district; which includes area around Ashley Pond Park, Fuller Lodge, areas around it, and grass area off of 19th St. and Bathtub Row. There was discussion regarding the Post Office and the Community Building being included. Post Office belongs to the United State Post Office and the Community Building has had too much work done on it to keep it considered historic. After discussion on the parking lot at Ashely Pond, Wayne recommended to keep it to avoid construction in that area in the future.

Member Maldonado moved to approve with amendments

Vice Linke 2nd motion.

Unanimous Vote

H. Selection of a Board member to work With Parks and Recreation Department

Chair Rayburn suggested that this be postponed until more members are brought in.

4. Chair Report

Chair Rayburn asked if there was any annual training available, research will be done to see if anything can be found.

5. Staff Report:

A. Fuller Lodge and Museum Projects Updates:

Wayne Kohlrust said that project is 99% complete. Plumber is working on snow melt system. Nancy Bartlett questioned status about chairs and sound system. Wayne explained that they are waiting on funding on the sound system, and need to access the 3rd floor to get the chairs.

B. FY18 Work Plan

Discussion will take place in March. Wayne will send before March meeting so that there will be time to review.

6. Informational Items

A. Date / Time of Next Board Meeting

The Next Board Meeting will be on Wednesday March 1, 2017 in The Throne Room at Fuller Lodge.

7. Public Comment: None

8. Adjournment 7:10

Member Maldonado motioned the adjournment

Vice Chair Linke 2nd the motion

Unanimous motion

A handwritten signature in black ink, appearing to be 'M. Maldonado', written in a cursive style.

3/16/17



County of Los Alamos

Staff Report

April 04, 2017

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: A.

Index (Council Goals):

Presenters: Pete Sheehey, Councilor

Legislative File: RE0338-17

Title

Incorporated County of Los Alamos Resolution No. 17-04: A resolution regarding the just treatment of immigrants and refugees in the United States of America.

Recommended Action

I move that Council adopt Incorporated County of Los Alamos Resolution No. 17-04, a resolution regarding the just treatment of immigrants and refugees in the United States of America.

County Manager's Recommendation

The County Manager recommends that Council adopt Incorporated County of Los Alamos Resolution No. 17-04.

Body

Councilor Sheehey has worked with the County Attorney's office to develop the attached resolution. It has been appropriately noticed (see Attachment A) and is before the Council for consideration this evening. The text of the resolution describes its purpose and for that reason is not restated here.

Attachments

- A - Notice of Publication of Resolution 17-04
- B - Incorporated County of Los Alamos Resolution 17-04

NOTICE OF RESOLUTION NO. 17-04

STATE OF NEW MEXICO, COUNTY OF LOS ALAMOS

Notice is hereby given that the Council, Incorporated County of Los Alamos, State of New Mexico, has directed publication of Los Alamos County Resolution No. 17-04. This will be considered by the County Council at an open meeting on Tuesday, April 4, 2017 at 6:00 PM, at the LA Municipal Building: 1000 Central Ave. The full copy is available for inspection or purchase, during regular business hours, in the County Clerk's Office: 1000 Central Ave, Suite 240.

Council of the Incorporated County of Los Alamos

By: /s/ David Izraelevitz, Council Chair

Attest: /s/ Naomi D. Maestas, County Clerk

INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 17-04

A RESOLUTION REGARDING THE JUST TREATMENT OF IMMIGRANTS AND REFUGEES IN THE UNITED STATES OF AMERICA

INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 17-04

**A RESOLUTION REGARDING THE JUST TREATMENT
OF IMMIGRANTS AND REFUGEES IN THE UNITED STATES OF AMERICA**

WHEREAS, in times of war and terrorism, citizens of affected nations will desire to take refuge in the order and safety of our country, the United States of America; and

WHEREAS, we are entitled as a nation to defend ourselves, and to deny entry to anyone who plans to commit criminal or terrorist acts; and

WHEREAS, the vetting process for potential immigrants and refugees is under continual review and should continue to be made as effective as possible; and

WHEREAS, we are a nation of immigrants and refugees. Immigrants and refugees, from the beginning of this country, have made many contributions to our common welfare; and

WHEREAS, the Manhattan Project, for which the community of Los Alamos was formed, would not have been successful in ending World War II without the contributions of refugees and immigrants from war-torn countries; and

WHEREAS, when our nation takes actions that are seen as unjust in the treatment of refugees and immigrants, our international standing is diminished, and our enemies are strengthened; and

WHEREAS, it is our moral obligation to treat all refugees and immigrants as we would be treated, with justice and compassion; and

WHEREAS, the Fifth and Fourteenth Amendments to the U.S. Constitution describe the rights of all persons to due process and equal protection under the law.

NOW THEREFORE, BE IT RESOLVED by the Council of the Incorporated County of Los Alamos that we support and observe the fundamental American value that all people, including immigrants and refugees, should be treated with respect, justice and compassion.

PASSED AND ADOPTED this 4th day of April 2017.

**COUNCIL OF THE INCORPORATED
COUNTY OF LOS ALAMOS**

David Izraelevitz
Council Chair

ATTEST:

Naomi D. Maestas
Los Alamos County Clerk



County of Los Alamos

Staff Report

April 04, 2017

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: B.

Index (Council Goals): * 2017 Council Goal – Economic Vitality – Build the Local Tourism Economy

Presenters:

Legislative File: 8843-16

Title

Brand Action Plan Review and Approval

Recommended Action

I Move That Council Accept The Brand Action Plan.

County Manager's Recommendation

The County Manager recommends that Council approve the motion as presented.

Body

In this latest update of the Los Alamos branding initiative, County staff presents the Brand Action Plan for integrating the brand into the community, and marketing the brand to tourists and prospective business owners and employees.

Attached for review are the Brand Action Plan (Attachment A) prepared by branding consultants The Idea Group of Santa Fe and HK Advertising, the Brand Action Plan presentation (Attachment B) which the consultants will deliver to Council, and the Economic Development Budget for Branding (Attachment C).

Background

In 2014, the Los Alamos County Economic Development Division launched a branding initiative to proactively define, manage and market the community's brand to increase tourism, business and community development. Consultants North Star Destination Strategies performed significant research, and provided findings and strategies to direct future Los Alamos reputation management.

In 2015, Atlas Advertising was hired to conduct brand development and implementation services, assisting in the development of the brand identity, including the logo ("Balance"), the strapline ("Where Discoveries Are Made"), and the Identity Style Guide defining colors, fonts and applications of the brand identity. The Brand Marketing Plan was developed during this time which defined Los Alamos County's three target audiences: 1) the community; 2) businesses and talent; and 3) tourists and other visitors, as well as the marketing strategies and tactics recommended to most effectively reach each audience.

Throughout the brand development and implementation process, the County engaged a Brand Review Committee comprised of County staff as well as representatives from the Lab and the local business community. By the end of the process, it was evident that our first priority audience for creating brand awareness, understanding and excitement was the local

community - the "brand ambassadors" - who will deliver the Los Alamos brand promise to the new visitors (prospective residents, employees, return visitors) that find their way to our town.

At the July 12, 2016 County Council meeting, Council voted to accept the Brand Identity Style Guide and approved staff's recommendation to finalize the Brand Marketing Plan in-house. Additionally, Council approved the FY17 Economic Development budget allocated for branding (\$85,000), using a portion for County and community brand engagement activities and a portion to initiate a Request For Proposal to hire a marketing firm to assist in the implementation of the Brand Marketing Plan.

During the summer/fall of 2016, staff completed the Brand Marketing Plan, revised the Identity Style Guide, conducted numerous trainings with County personnel and consultants on how to apply the new brand identity to different media, built the logo into the 15th and Central intersection, posted new, branded street banners and distributed branded giveaways to the public during the County Fair and Rodeo weekend as a "soft launch" of the event. The brand identity was incorporated into County and tourism media and platforms during this time, and two local businesses entered into licensing agreements with the County to produce branded items.

In November 2016, following a competitive solicitation, The Idea Group of Santa Fe and HK Advertising was hired and initiated a 60-day series of interviews/briefings to prepare the Brand Action Plan. In addition to listening to each stakeholder's perceptions of the brand, the consultants shared examples of how local community members can incorporate the brand into the way they do business and interact with other residents and visitors.

The Brand Action Plan ("The Plan")

The Plan provides a road map for the community to follow to successfully enhance the overall reputation of Los Alamos. It is different from a marketing plan which is designed to drive behavior and performance. The goals of the plan are to instill the mindset of the brand into the fabric of the entire community, build a support network that will collaborate to deliver on the brand promise of "where discoveries are made," and promote Los Alamos with strong, unified voice and identity. During the development of The Plan, the branding consultants distilled the Los Alamos brand down to a simple statement to resonate with the community-"cultivating curiosity and creating aha moments." This brand essence reflects the heart and soul of Los Alamos and emphasizes what makes the town unique, compelling and attractive to prospects who seek out the places, products and experience that current residents and businesses love about the community.

Implementing the strategies and tactics identified in The Plan will ensure that residents, businesses, organizations and local government share a clear understanding of what Los Alamos stands for and work together to make the community a great place to live, work, play and stay. It embraces a major rule of community branding: Before sharing the brand outside the community you must first have alignment inside the community. The proper execution of The Plan will positively shape the perceptions of Los Alamos in the minds of business and talent prospects as well as tourists and visitors. It complements the research, strategy and brand marketing plan developed in past phases with detailed actionable tasks that address

the following: 1) Community Engagement; 2) Business and Talent Attraction; and 3) Tourist and Visitor Attraction. It includes metrics to gauge performance of each tactic in terms of top objectives, key perception indicators, success measures, general assumptions, timeline and budget.

The budgets reflected in The Plan represent priorities for FY 2018. Many strategies will continue into FY 2019 and beyond. As community engagement evolves, new opportunities to enhance Los Alamos' reputation will emerge and shift future priorities and timelines. The costs outlined in the matrices in The Plan are exclusive to the time that is projected for guidance, consultation, or facilitation by the Idea Group and HK Advertising. Additional budget will be needed to execute The Plan. The branding budget in the Economic Development Division will pay for these items, which will cover a range of costs and needs, especially in the first two years of community outreach. Funds will be spent to supplement resources not available in the County. The Idea Group and HK Advertising will work with the County to identify the best use of the budget, focusing on items that provide the most cost effective options or offer the best return on investment.

Staff will return each year during the early stages of the budget process to present progress and results of the past year, as well as the scope and budget request for the upcoming year.

Council's acceptance of The Plan will enable staff to move the Los Alamos branding initiative from the planning stage to action.

Alternatives

Council could direct Staff to discontinue implementation of The Plan.

Fiscal and Staff Impact/Planned Item

Fiscal impact is shown in Attachment C and is a budgeted item in the Economic Development Division's budget.

Staff Impact - Significant staff time will continue to be spent by County staff in Economic Development and Communications and Public Relations to be involved and oversee The Idea Group's implementation of The Plan.

Attachments

- A - Brand Action Plan Final
- B - Los Alamos Brand Action Plan Overview County Council
- C - Economic Development Budget for Branding Initiative



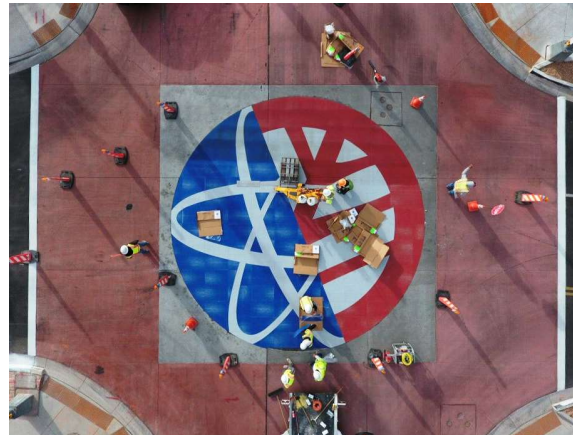
LOS ALAMOS
where discoveries are made



Brand Action Plan

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Los Alamos County Public Works staff putting the finishing touches on the Balance brand logo on 15th and Central in downtown Los Alamos.

PURPOSE OF THE BRAND ACTION PLAN

The Idea Group of Santa Fe, LLC and HK Advertising are excited to present the **Los Alamos Brand Action Plan** (The Plan).

The Plan provides a practical approach or road map for the community to follow to successfully enhance the overall reputation of Los Alamos. Implementing the strategies and tactics identified in The Plan will ensure that residents, businesses, organizations and local government share a clear understanding of what Los Alamos stands for and will work together to make the community a great place to live, work, play and stay.

The proper execution of The Plan will positively shape the perceptions of Los Alamos in the minds of business and talent prospects as well as tourists and visitors.

The Plan complements the research, strategy and brand marketing plan previously delivered by North Star Destination Strategies and Atlas Advertising. We have utilized this past work to prepare detailed actionable tasks that address the following: 1) *Community Engagement*; 2) *Business and Talent Attraction*; and 3) *Tourist and Visitor Attraction*.

The Plan prioritizes strategies and tactics to launch immediately, such as enhancing the customer experience at this year's ScienceFest, and to develop and manage new programs and campaigns beginning in April 2017 through June 30, 2019. This document also highlights top objectives, key perception indicators, success measures, general assumptions, timeline and budget.

The budgets reflected in The Plan represent priorities for FY 2018. Many strategies such as the Discoveries Action Team, Discovery Zones, brand ambassadors and business traveler conversion will continue into FY 2019 and beyond. Further, as community engagement evolves, new opportunities to enhance Los Alamos' reputation will emerge and shift future priorities and timelines. More information about the funding initiative is located in the **Related Costs to Execute the Strategies & Tactics** section later in this document.



GLOSSARY

To assist the reader to better understand the terminology used in The Plan, a glossary follows.

Term	Definition
Aha Moments	An aha moment is the instant a resident or visitor makes a discovery and experiences something new to them.
Brand	A reputation, such as how Los Alamos is perceived by residents, businesses, prospective talent, and visitors.
Branding	The formal process of managing the reputation and perceptions of Los Alamos.
Brand Action Plan	Actionable strategies and tactics to ensure that a clear understanding of Los Alamos is achieved by positively changing perceptions about the brand for all target audiences.
Brand Ambassador	A member of the community who is excited about the Los Alamos brand, understands its meaning and is able to speak about all there is to see and do in Los Alamos to enhance visitor experiences.
Brand Essence	The fundamental nature or quality of a brand. For Los Alamos the essence is "cultivating curiosity and creating aha moments."
Brand Integration	The formal process to positively change target audience perceptions about Los Alamos.
Brandline	Short, memorable phrase that summarizes the brand. The Los Alamos brandline is "where discoveries are made."
Brand Marketing Plan	A strategic document created by Atlas Advertising that defines target audiences, and the most effective way to reach them.
Brandprint Study Report	A strategic document created by North Star Destination Strategies that provides research and findings as a baseline for the development of the Los Alamos brand.
Brand Promise	A claim that a brand makes. It sets expectations in the minds of customers that the brand must deliver.

Cooperative Marketing	When organizations partner to promote a unified marketing message and share resources to produce and distribute marketing deliverables such as websites, brochures, print ads and television commercials.
Customer Experience (CX)	The process a customer follows while engaging a brand. It starts when the customer first encounters Los Alamos and continues through all interactions with the community.
Discoveries Action Team	A proposed Los Alamos volunteer group who collaborate to enhance the Los Alamos brand, integrate the brand wherever possible and strive to make Los Alamos a better place to live, work, play and stay.
Discovery Zones	Specific locations designated as places "where discoveries are made."
Journey A2D	A customizable customer service training program developed by the New Mexico Hospitality Association.
Target Audience	As defined by the brand marketing plan, the groups to whom brand integration efforts are focused, including the community (residents, local businesses), prospective business owners & talent, and tourists & other visitors.
Where Discoveries Are Made	Brandline of Los Alamos that captures what the community stands for in a clear and concise phrase. This is the claim that Los Alamos is making to its residents, businesses, organizations and visitors.

EXECUTIVE SUMMARY

PROJECT HISTORY

Los Alamos is a place that has been creating world-changing science and technology since the 1940s. It is also a community that seamlessly blends amazing culture and history with spectacular outdoor beauty and adventure. Despite these attributes, many people do not have a clear perception of what Los Alamos stands for.

Los Alamos launched a branding initiative in 2014 to proactively manage and market their brand. This action ensures that the public develops a good understanding of the community and the benefits it offers residents, businesses & talent and visitors. Consultants North Star Destination Strategies and Atlas Advertising performed significant research, and provided findings and marketing strategies to direct future Los Alamos reputation management.

BRAND ACTION PLAN

In late 2016, Los Alamos retained HK Advertising and The Idea Group of Santa Fe, LLC to prepare a Brand Action Plan (The Plan) to identify strategies and tactics that will favorably change perceptions about Los Alamos. This plan is different from a marketing plan which is designed to drive behavior and performance. The goals of The Plan are to instill the mindset of the brand into the fabric of the entire community, build a support network that will collaborate to deliver on the brand promise of "where discoveries are made," and promote Los Alamos with strong, unified voice and identity.

HK Advertising and The Idea Group distilled the Los Alamos brand down to a simple statement to resonate with the community: *cultivating curiosity and creating aha moments*. This brand essence reflects the heart and soul of Los Alamos and emphasizes what makes the town unique, compelling and attractive to prospects who seek out the places, products and experience existing residents and businesses love about the community.

PROJECT APPROACH

The Plan embraces a major rule of community branding: **Before sharing the brand outside the community you must first have alignment inside the community.**

To ensure strong community engagement, emphasis has been placed on outreach and education with all Los Alamos County departments, Los Alamos County Council, Los Alamos Public Schools, boards and commissions, residents, businesses, organizations, the media and Los Alamos County consultants. The Plan also identifies programs to further engage and excite the community, including the Discoveries Action Team, Journey A2D Training, Los Alamos brand ambassadors, Discovery Zones, and a formal process to convert visitors to residents and employees.

The Plan introduces several marketing campaigns including "Go. See. Do." which targets existing travelers in Taos, Santa Fe and Albuquerque and encourages them to visit Los Alamos. A unified community hashtag campaign is proposed along with a strategy to leverage the marketing clout and resources of the New Mexico Tourism Department through its New Mexico True brand.



Lastly, The Plan highlights several marketing and outreach tools that should be produced to perpetuate ongoing brand outreach and education within the community, including orientation presentations for recent hires and new board and commission members, general brand overview materials, and specific branded recruitment materials to attract new businesses and talent.

CAMPAIGN OBJECTIVES

The Plan embraces the high-level objectives previously noted in the Brand Marketing Plan that relate to the three overarching marketing campaigns: Community Engagement, Business & Talent Attraction, and Tourist & Visitor Attraction. These objectives are:

CAMPAIGN	OBJECTIVES
Community Engagement	<ul style="list-style-type: none"> ❖ Create awareness, excitement and general buzz for the branding effort community-wide ❖ Engage Los Alamos businesses and residents, provide information and tools to compel them to become ambassadors of the brand and deliver on the brand promise ❖ Inform Los Alamos County employees about the new brand through department presentations, use of the logo in County applications, and formal training
Business & Talent Attraction	<ul style="list-style-type: none"> ❖ Promote Los Alamos as a great place to live and work ❖ Attract new businesses to Los Alamos County ❖ Attract new talent to Los Alamos County
Tourist & Visitor Attraction	<ul style="list-style-type: none"> ❖ Increase tourist visitation ❖ Extend stays and spends ❖ Enhance visitor experience within Los Alamos County

KEY PERCEPTION INDICATORS

To measure the success of a community branding initiative, target audience perceptions and overall community brand stature should be measured. The Plan includes a list of global brand perception indicators (**Appendix A**) that can be monitored to determine whether or not Los Alamos brand perceptions are changing and evolving in the right direction.

BRAND ACTION PLAN MATRICES

The Brand Action Plan matrices below segment action items into three categories: Campaign One - COMMUNITY ENGAGEMENT, Campaign Two - BUSINESS & TALENT ATTRACTION, and Campaign Three - TOURIST & VISITOR ATTRACTION. The matrices detail recommended strategies and tactics, anticipated results and measures, and estimated timing and related budgets. Some action items are slated for immediate implementation (QTR 1 2018) while others will be initiated during Fiscal Year 2018 and 2019. A budget of \$50,050 is estimated to launch and support brand integration of these strategies during FY 2018. See **Appendix B** for additional budget assumptions and deliverables.

#	Strategy	Tactics	Results & Measures	Timing	Budget
Campaign One - COMMUNITY ENGAGEMENT					\$ 32,400
1.01	ENGAGE LOS ALAMOS COUNTY COUNCIL AND SHARE NEW BRAND PLAN	1) Host brand overview and brand integration plan workshop for County Councilors. 2) Share how County Councilors can be brand ambassadors. 3) Create a brand overview presentation for County Councilors to use in future meetings, discussions and community outreach.	<ul style="list-style-type: none"> • Brand engagement by County Councilors • Brand outreach by County Councilors 	QTR 1 2018	\$450
1.02	CELEBRATE METZGER'S 70TH ANNIVERSARY	1) Provide ongoing brand support for Metzger's 70th Anniversary to show how local businesses can participate with the brand. 2) Support and guide Metzger's development of Los Alamos-branded marketing and promotional materials. 3) Cross promote Metzger's anniversary to enhance their exposure.	<ul style="list-style-type: none"> • Visible integration of brand into celebration • Expands community understanding of brand usage 	QTR 1 2018	\$450
1.03	LAUNCH DISCOVERIES UNIFIED HASHTAG CAMPAIGN	1) Create unified Los Alamos hashtag campaign (e.g. #ahamoments, #wherediscoveriesaremade, #livelosalamos, #worklosalamos, #playlosalamos, #staylosalamos). 2) Promote and encourage all Los Alamos residents to use unified hashtags when posting social media content.	<ul style="list-style-type: none"> • Participant engagement and understanding of brand • Expanded use of hashtags • Enhanced SEO and user generated content 	QTR 1 2018	\$1,050
1.04	CREATE BOARD & COUNTY COMMISSIONS ORIENTATION PRESENTATION	1) Develop presentation materials about brand tailored to the purview of the group to be shared with all new Los Alamos board and commission orientations.	<ul style="list-style-type: none"> • Orientation tool available to drive understanding 	QTR 1 2018	\$300

#	Strategy	Tactics	Results & Measures	Timing	Budget
Campaign One - COMMUNITY ENGAGEMENT					\$ 32,400
1.05	CREATE LOS ALAMOS COUNTY NEW HIRE ORIENTATION PRESENTATION	1) Develop presentation materials about brand tailored to the purview of the group to be shared with all future Los Alamos County new hires during orientation.	• Orientation tool available to drive understanding	QTR 1 2018	\$300
1.06	PROMOTE AND ENCOURAGE JOURNEY A2D TRAINING	1) Develop Los Alamos-specific Journey A2D Training Program that will promote good customer service and how to be a top-notch, well-informed Los Alamos brand ambassador. (Note: This program is offered by the New Mexico Hospitality Association.) 2) Promote benefits of program to community. 3) Encourage all residents, businesses and organizations to take the class. 4) Recognize community members who have completed course.	• Participant engagement and understanding of brand • Expanded base of ambassadors • Improved customer service • Increased discoveries and aha moments	QTR 1 2018	\$1,050
1.07	FOSTER LOS ALAMOS MEDIA RELATIONS PROGRAM	1) Develop brand overview presentation designed to inform and excite appropriate media outlets about new brand. 2) Meet with press to identify best ways to share brand stories. 3) Share with press and media outlets how aligning with the brand can improve advertising opportunities and enhance local and visitor experiences. 4) Create formal press kit for media.	• Understanding by media • Brand stories and coverage • Cooperative marketing	QTR 1 2018	\$300
1.08	INFORM ALL LOS ALAMOS COUNTY DEPARTMENTS AND STAFF ABOUT NEW BRAND	1) Schedule and share brand overview with all LAC department staff. 2) Encourage departments to embrace brand through all levels of internal operations and customer products, services and experiences. 3) Initiate Discoveries/Aha Moments Challenges for each department.	• Engagement by County employees • Pride in community • Integration of brand in County activities	QTR 1 2018	\$3,450
1.09	LAUNCH DISCOVERIES ACTION TEAM	1) Form the Discoveries Action Team (DAT). 2) Invite interested residents, business owners, LAC employees and others to meet on a monthly basis. 3) Encourage development of tasks/projects that will unite the community to work together to ensure Los Alamos is a place "where discoveries are made." 4) Form Live, Work, Play, Stay and Marketing subcommittees championed by local residents to support efforts of overarching Discoveries Action Team.	• Participation by community members • Projects conceived & delivered by Discoveries Action Team • Expanded awareness about initiative • Expanded awareness about community brand	QTR 1 - QTR 4 2018	\$7,500

#	Strategy	Tactics	Results & Measures	Timing	Budget
Campaign One - COMMUNITY ENGAGEMENT					\$ 32,400
1.10	ESTABLISH 15TH AND CENTRAL AS BRAND EPICENTER	1) Design and install a monument or signage that explains the meaning behind the balance logo at intersection of 15th & Central. 2) Ensure marker shares information about the Los Alamos brand and "where discoveries are made." 3) Emphasize Los Alamos as a place that cultivates curiosity and creates aha moments. 4) Explain that Los Alamos has "Discovery Zones" and encourage visitors to explore them.	<ul style="list-style-type: none"> • People reading the monument sign • Engagement and understanding • Visitation of Discovery Zones 	QTR 2 2018	\$450
1.11	DEVELOP WHERE DISCOVERIES ARE MADE BRAND EDUCATIONAL MATERIALS	1) Create "where discoveries are made" branded educational materials to share meaning of brand and how residents, businesses and organizations can participate with the brand. 2) Distribute materials to Discoveries Action Team partners. 3) Make materials available to general public.	<ul style="list-style-type: none"> • Standardized messaging • Expanded distribution • Engagement and understanding • Increased request for materials 	QTR 2 2018	\$2,550
1.12	ENGAGE AND EXCITE LOS ALAMOS BUSINESS COMMUNITY ABOUT NEW BRAND	1) Obtain a list of all Los Alamos businesses. 2) Review and identify top 10 key businesses to maximize reach of branding efforts. 3) Engage with these business owners and their teams and share overview about the brand. 4) Support efforts to integrate brand into their businesses and advertising to enhance operations and customer experience.	<ul style="list-style-type: none"> • Participation by business community • Journey A2D participants • Brand integration into operations • Brand cooperative marketing 	QTR 2 2018	\$1,950
1.13	ENCOURAGE DEVELOPMENT OF DISCOVERY ZONES	1) Convene community meeting to explain meaning and purpose of Discovery Zones. 2) Encourage community to develop formal Discovery Zones that cultivate curiosity and create aha moments. 3) Support development of discoveries where possible. 4) Promote Discovery Zones	<ul style="list-style-type: none"> • Increased Discovery Zones • Increased aha moments • Enhanced customer experiences 	QTR 3 2018	\$1,050
1.14	PERFORM CUSTOMER EXPERIENCE (CX) AUDITS	1) Identify top Los Alamos process points that are currently delivering live, work, play and stay offerings (e.g., ski hill, museums, working in the community). 2) Perform three customer experience (CX) audits to identify improvements that are needed to enhance the Los Alamos brand experience. 3) Share findings and support efforts to improve customer engagement.	<ul style="list-style-type: none"> • Improved customer experience processes throughout community • Improved customer service 	QTR 3 2018	\$3,000

#	Strategy	Tactics	Results & Measures	Timing	Budget
Campaign One - COMMUNITY ENGAGEMENT					\$ 32,400
1.15	ENGAGE AND EXCITE LOS ALAMOS ORGANIZATIONS ABOUT NEW BRAND	1) Obtain a list of all Los Alamos organizations. 2) Review and identify top 10 key organizations to maximize reach of branding efforts. 3) Engage organization boards, staff and members and share overview about the brand. 4) Support efforts to integrate brand into their organizations and advertising to enhance operations and member experience.	<ul style="list-style-type: none"> • Participation by organization • Journey A2D participants • Integration into operations • Cooperative marketing 	QTR 3 2018	\$1,950
1.16	ENGAGE LOS ALAMOS BOARDS & COMMISSIONS AND SHARE OVERVIEW OF BRAND	1) Host brand overview and brand integration workshops for each board and commission. 2) Share how board members and commissioners can be brand ambassadors. 3) Create a brand overview presentation for boards/commissions to use in future meetings, discussions and community outreach.	<ul style="list-style-type: none"> • Engagement of board members and commissioners • Outreach by board members and commissioners 	QTR 4 2018	\$1,050
1.17	ESTABLISH "GO. SEE. DO." LOCAL CAMPAIGN	1) Create campaign to encourage Los Alamos residents to seek out and explore Discovery Zones. 2) Track participation through stamped passports. 3) Reward participants with prizes.	<ul style="list-style-type: none"> • Increased Discovery outings by residents • Increased knowledge of community amenities, activities and events • Enhanced pride of community 	QTR 4 2018	\$1,050
1.18	DEVELOP FUN AND EDUCATIONAL PROGRAM TO INTRODUCE BRAND THROUGHOUT LOS ALAMOS PUBLIC SCHOOLS	1) Working with superintendent, faculty and staff, develop fun ways to share brand messaging with students and parents. 2) Encourage schools to embrace brand through all levels of internal operations, academics and experiences. 3) Create Youth Ambassadors Program to welcome new students into the school system. 4) Create innovative and fun Discovery Zones to enable students to cultivate curiosity and create aha moments.	<ul style="list-style-type: none"> • Engagement by entire school system • Youth brand ambassador program • Discovery Zones • Pride in community 	QTR 4 2018	\$4,050
1.19	DEVELOP DISCOVERIES THANK YOU PROGRAM	1) Create Discoveries Thank You cards that a person can hand out within Los Alamos when someone has piqued their curiosity or created an aha moment. 2) Promote Discoveries Thank You cards usage. 3) Readily distribute cards throughout community.	<ul style="list-style-type: none"> • Participant engagement and understanding of brand • Improved customer service • Increased discoveries 	QTR 4 2018	\$450

#	Strategy	Tactics	Results & Measures	Timing	Budget
Campaign Two - BUSINESS & TALENT ATTRACTION					\$ 8,100
2.01	GUIDE WATERMELON WEB MARKETING CONSULTANCY IN BRAND USAGE	1) Host brand workshop with consultancy. 2) Share how brand can be integrated into all web-based marketing. 3) Support efforts to share brand with potential business and talent recruits.	<ul style="list-style-type: none"> • Understanding by outside consultancy • Integration into outbound Los Alamos web content 	QTR 1 2018	\$1,050
2.02	DEVELOP LOS ALAMOS ECONOMIC DEVELOPMENT SUPPORT PROGRAM	1) Identify marketing needs of LAC economic development. 2) Support development of LAC economic development marketing materials to include brand. 3) Support recruitment efforts with brand ambassadors.	<ul style="list-style-type: none"> • Increased awareness of brand by business prospects • Increased projects that align with initiative • Increased support system through Discoveries Action Team 	QTR 1 2018	\$750
2.03	ENGAGE AND PARTNER WITH LOS ALAMOS COMMERCE AND DEVELOPMENT CORPORATION	1) Host brand overview and brand integration workshop for all departments of LACDC. 2) Share how LACDC can be major brand ambassador. 3) Create a brand overview presentation for LACDC to use in future meetings, discussions, community recruitment and outreach.	<ul style="list-style-type: none"> • Engagement by LACDC • Pride in community • Integration in LACDC messaging, activities and events • Community will follow LACDC leadership 	QTR 2 2018	\$1,500
2.04	ESTABLISH LOS ALAMOS RECRUITMENT AMBASSADOR PROGRAM	1) Create a program to provide free tours of Los Alamos to talent recruits. 2) Identify Discoveries Action Team members who will participate as Los Alamos ambassadors to show off attributes and activities of Los Alamos. 3) Extend program usage to LANL and any business or organization recruiting new talent.	<ul style="list-style-type: none"> • Increased community brand ambassador participation • Enhanced recruitment experiences • Enhanced recruits' opinion about Los Alamos as place to live and work 	QTR 2 2018	\$1,050
2.05	ENGAGE AND PARTNER WITH LANL—HR GENERALISTS, COMMUNITY PROGRAMS OFFICE, LANL COMMUNICATIONS	1) Host brand overview and brand integration workshop for LANL partners. 2) Share how partners can be brand ambassadors within LANL. 3) Create brand overview presentation for partners to use in their meetings, discussions and lab outreach. 4) Encourage and support system-wide presentations to existing LANL employees. 5) Encourage branding overview at all LANL new hire orientations. 6) Support all LANL recruitment efforts with new brand.	<ul style="list-style-type: none"> • LANL engagement and understanding of brand • Integration into LANL messaging, activities and events • Enhanced recruitment experiences • Improved recruitment conversions 	QTR 3 2018	\$3,000

#	Strategy	Tactics	Results & Measures	Timing	Budget
Campaign Two - BUSINESS & TALENT ATTRACTION					\$ 8,100
2.06	DEVELOP BUSINESS TRAVELER CONVERSION PROGRAM	1) Create local marketing program to entice Los Alamos business travelers to consider living and working in Los Alamos. 2) Create formal process for business visitors who express interest in living in Los Alamos to obtain specific information regarding employment, housing, etc. 3) Capture all leads. 4) Ensure follow-up with leads to support conversion.	<ul style="list-style-type: none"> • Increased awareness of brand by business travelers • Increased inquiries by business travelers to live and work in Los Alamos • Increased conversion of new live and work prospects 	QTR 4 2018	\$750

#	Strategy	Tactics	Results & Measures	Timing	Budget
Campaign Three - TOURIST & VISITOR ATTRACTION					\$ 9,600
3.01	PROMOTE LOS ALAMOS BRAND AT SCIENCEFEST	1) Meet with planning committee to share the brand message and how the brand can be integrated into the event. 2) Identify ways to enhance experience and general understanding of new brand for visitors at the event. 3) Promote formal activities at ScienceFest that align with brand.	<ul style="list-style-type: none"> • Excitement to integrate brand into event by planners • New discoveries and aha moments at event • Enhanced customer experiences 	QTR 1 2018	\$1,500
3.02	GUIDE GRIFFIN & ASSOCIATES IN BRAND USAGE	1) Host brand workshop with consultancy. 2) Share how brand can be integrated into all outbound traditional and social media tourism marketing, visitlosalamos.org, social media sites and Los Alamos Visitors Guide. 3) Support efforts to share brand with tourists and visitors.	<ul style="list-style-type: none"> • Understanding by outside consultant • Integration into outbound Los Alamos tourism marketing content 	QTR 1 2018	\$1,050
3.03	LAUNCH DISCOVERIES UNIFIED HASHTAG CAMPAIGN	1) Promote unified Los Alamos hashtag campaign (e.g. #ahamoments, #wherediscoveriesaremade, #playlosalamos, #staylosalamos). 2) Encourage all Los Alamos visitors to use hashtags when posting social media content. 3) Create campaigns to reward social media posts.	<ul style="list-style-type: none"> • Participant engagement and understanding of brand • Expanded use of hashtags • Enhanced SEO and user generated content 	QTR 1 2018	\$300

#	Strategy	Tactics	Results & Measures	Timing	Budget
Campaign Three - TOURIST & VISITOR ATTRACTION					\$ 9,600
3.04	UTILIZE NEW MEXICO TRUE PROMOTIONAL OPPORTUNITIES	1) Review nearly 40 possible marketing elements provided by NM True. 2) Prioritize top activities to embrace and cooperatively market with New Mexico Tourism Department and its New Mexico True Campaign. 3) Leverage True opportunities and develop content to provide to NM True.	<ul style="list-style-type: none"> • Greater recognition and recall for Los Alamos • Greater reach and frequency of messaging • Increased tourist interest and visitation 	QTR 2 2018	\$3,000
3.05	PARTNER WITH THE THREE NATIONAL PARKS	1) Host brand overview and brand integration workshop with Bandelier National Monument, Manhattan Project National Historical Park, and Valles Caldera National Preserve. 2) Share how national parks can be brand ambassadors. 3) Develop marketing collateral, Discovery Zones and cooperative marketing to co-brand national parks with Los Alamos brand. 4) Support ongoing NPS marketing and programs that align with brand.	<ul style="list-style-type: none"> • Greater awareness of three national parks • More discoveries and aha moments • Enhanced customer experiences 	QTR 3 2018	\$1,500
3.06	ESTABLISH "GO. SEE. DO." LOS ALAMOS CAMPAIGN	1) Design campaigns to keep Los Alamos top of mind with Albuquerque, Santa Fe and Taos visitors. 2) Develop marketing materials that highlight Los Alamos as a place that cultivates curiosity and creates aha moments. 3) Promote Los Alamos discoveries (things to see and do). 4) Identify and distribute promotional materials through best channels in Taos, Santa Fe and Albuquerque.	<ul style="list-style-type: none"> • Increased media impressions • Increased click-through rates • Increased visitor traffic • Increased web traffic (event-generated) • Increased reach and engagements of social media posts 	QTR 3 2018	\$1,500
3.07	DEVELOP TOURIST AND VISITOR CONVERSION PROGRAM	1) Create local marketing program to entice Los Alamos tourists to consider living and working in Los Alamos. 2) Create formal process for visitors who express interest in living in Los Alamos to obtain specific information regarding employment, housing, etc. 3) Capture all leads. 4) Ensure follow-up with leads to support conversion.	<ul style="list-style-type: none"> • Increased awareness of Los Alamos by visitors • Increased inquiries by visitors to live and work in Los Alamos • Increased conversion of new live and work prospects 	QTR 4 2018	\$750

RELATED COSTS TO EXECUTE THE STRATEGIES & TACTICS

The costs outlined in the matrices on the preceding pages are exclusive to the time that is projected for guidance, consultation, or facilitation by the Idea Group and HK Advertising. Additional budget will be needed to execute The Plan. The branding budget in the Economic Development Division will pay for these items, which will cover a range of costs and needs, especially in the first two years of community outreach. Funds will be spent to supplement resources not available in the County department budgets. For example, the project budget will be used to design, purchase and install the sign explaining the brand epicenter at 15th and Central. The budget will also be used to purchase materials, conduct media buys or pay fees for specialized training such as the JourneyA2D course. Under the provisions of the branding contract, the County will pay HK Advertising for graphic design of ads, media buys, and new collateral needed to launch and support the Discoveries Action Team or Discovery Zones. Other opportunities may arise in the next two years that have not been identified in The Plan but which align with its objectives, such as a request to partner in a complimentary New Mexico True tourism promotion or program. These are just a few examples of related costs that will be incurred to successfully implement The Plan. The Idea Group and HK Advertising will work with the County to identify the best use of the budget, focusing on items that provide the most cost effective options or offer the best return on investment.

CONCLUSION

There is no easy button when it comes to community branding. Once a formal branding process starts, it becomes a 24/7/365 effort that never ends. Consequently, The Plan is a living document. As community residents, businesses and organizations embrace the brand and participate more readily, new projects and resources will emerge. It is anticipated that priorities, specific budgets and timelines may shift and change. The Plan should be reviewed at the end of each fiscal year based on return on investment measures and emerging opportunities.

APPENDIX A - LOS ALAMOS GLOBAL BRAND PERCEPTION INDICATORS

Key Perception Indicators	Measurement Criteria
Community united under a single theme speaking with one voice across a wide variety of groups, organizations, interests	<ul style="list-style-type: none"> • Demonstration of brand adoption • Goals accomplished leveraging the brand (e.g., Discoveries Action Team)
Community members understand the mindset of the brand and deliver on brand promise	<ul style="list-style-type: none"> • Survey indicating increased brand awareness • Residents/businesses integrating the brand • Number of discoveries and aha moments throughout the community
Desired perceptions about the community	<ul style="list-style-type: none"> • Favorable public comments • Enhanced online presence • Amount of earned media
Branded offerings provided by the community	<ul style="list-style-type: none"> • Number of businesses and organizations offering Discovery Zones, aha moments and branded programs • Increased branded merchandise
Improved customer service	<ul style="list-style-type: none"> • Number of employees participating in Journey A2D training • Favorable public comments • Use of Discoveries Thank You Cards
Increased interest in the community by target audience	<ul style="list-style-type: none"> • Number of requests for brand related materials • Increased visitation to online sites / visitors to community
Increased community participation	<ul style="list-style-type: none"> • Number of residents exploring Los Alamos amenities • Cooperative advertising • Number of attendees at Discoveries Action Team & Live, Work, Play & Stay meetings
Enhanced quality of life	<ul style="list-style-type: none"> • Increased amenities and activities aligned with the brand mindset • Initiatives to make Los Alamos a better place to Live, Work, Play & Stay
Increased community pride and goodwill	<ul style="list-style-type: none"> • Positive public sentiment • Demand for branded merchandise • Use of Discoveries Thank You Cards
Increased understanding of brand by business and talent recruits	<ul style="list-style-type: none"> • Increased interest in Los Alamos as a place to live and work • Number of visits by prospects to Los Alamos • Number of recruitment conversions
Increased understanding of brand by prospective tourists and visitors	<ul style="list-style-type: none"> • Increased interest in Los Alamos as a place to play and stay • Number of visitors to Los Alamos

Brand Action Plan Budget						
#	Strategy	Timing	Hours	Rate	Total	Deliverables*
Community Engagement						
1.01	Los Alamos County Council	QTR 1 2018	3.00	\$ 150	\$ 450	Presentation at County Council work session
1.02	Metzger's 70th Anniversary	QTR 1 2018	3.00	150	450	Meet with Metzger's re: detailed brand integration in store/advertising
1.03	Discoveries unified hashtag campaign	QTR 1 2018	7.00	150	1,050	Design marketing campaign to support # efforts
1.04	Boards and County Commission orientation	QTR 1 2018	2.00	150	300	Develop presentation
1.05	LAC New Hire orientation	QTR 1 2018	2.00	150	300	Develop presentation
1.06	Journey A2D training program	QTR 1 2018	7.00	150	1,050	Work with designated owner to create LAC specific program
1.07	Los Alamos media relations program	QTR 1 2018	2.00	150	300	Develop media kit
1.08	Los Alamos County Department integration	QTR 1 2018	23.00	150	3,450	Meet with individual LAC departments
1.09	Discoveries Action Team	QTR 1 - QTR 4 2018	50.00	150	7,500	Establish team and committees; facilitate monthly meetings
1.10	15th and Central brand monument signage	QTR 2 2018	3.00	150	450	Develop narrative for signage
1.11	"where discoveries are made" education materials	QTR 2 2018	17.00	150	2,550	Develop content and graphics for branded material
1.12	Los Alamos business integration	QTR 2 2018	13.00	150	1,950	Provide brand integration overview to top businesses
1.13	Discovery Zones	QTR 3 2018	7.00	150	1,050	Document the concept and work with one location to implement
1.14	Customer Experience (CX) audit	QTR 3 2018	20.00	150	3,000	Visit selective LAC businesses to research the current experiences provided to customers
1.15	Los Alamos organization integration	QTR 3 2018	13.00	150	1,950	Provide brand integration overview to top organizations
1.16	Los Alamos Boards & Commissions integration	QTR 4 2018	7.00	150	1,050	Workshop and presentation support
1.17	"Go. See. Do." local campaign	QTR 4 2018	7.00	150	1,050	Design marketing campaign
1.18	Los Alamos Public Schools integration	QTR 4 2018	27.00	150	4,050	Meetings and presentations with school groups
1.19	Discoveries Thank You program	QTR 4 2018	3.00	150	450	Develop program and graphic approach
	Subtotal Community Engagement				\$ 32,400	

Brand Action Plan Budget						
#	Strategy	Timing	Hours	Rate	Total	Deliverables*
Business & Talent Attraction						
2.01	Watermelon Web Marketing Consultancy integration	QTR 1 2018	7.00	150	1,050	Presentation and follow-up meetings and support
2.02	Los Alamos Economic Development Division integration	QTR 1 2018	5.00	150	750	Presentation and follow-up meetings and support
2.03	LACDC Integration	QTR 2 2018	10.00	150	1,500	Presentation and follow-up meetings and support
2.04	Los Alamos Recruitment Ambassador Program	QTR 2 2018	7.00	150	1,050	Work with designated owner to create program
2.05	LANL HR Generalists, Community Programs Office, LANL communications integration	QTR 3 2018	20.00	150	3,000	Presentations and follow-up meetings and support
2.06	Business Traveler Conversion Program	QTR 4 2018	5.00	150	750	Design approach and narrative for a conversion tool kit
	Subtotal Business Talent Attraction				\$ 8,100	
Tourist & Visitor Attraction						
3.01	ScienceFest integration	QTR 1 2018	10.00	150	1,500	Presentation, ideas, support and follow-up meetings
3.02	Griffin and Associates integration	QTR 1 2018	7.00	150	1,050	Presentation and follow-up meetings and support
3.03	Discoveries unified hashtag campaign	QTR 1 2018	2.00	150	300	Design marketing campaign to support # efforts
3.04	New Mexico True partnership	QTR 2 2018	20.00	150	3,000	Assist LAC efforts to access NMTD materials/programs
3.05	National Park integration	QTR 3 2018	10.00	150	1,500	Presentations and follow-up meetings and support
3.06	"Go. See. Do." Los Alamos campaign	QTR 3 2018	10.00	150	1,500	Design marketing campaign
3.07	Tourist and visitor conversion program	QTR 4 2018	5.00	150	750	Design approach & narrative for conversion tool kit
	Subtotal Tourist & Visitor Attraction				\$ 9,600	
	Total Budget				\$ 50,100	

***Assumptions**

1. All materials developed will be delivered electronically
2. Budget amount is the estimated cost of labor for The Idea Group of Santa Fe/HK Advertising to provide brand integration support for the implementation of each task. Actual cost may vary.
3. Cost of signage, printing, copies, media buys, etc. are not included

Brand Action Plan Overview

April 4, 2017



LOS ALAMOS
ATTACHMENT B



What is a brand?

Your reputation



What is branding?

Managing your reputation



Why brand at all?

We are a brand-driven society. Individuals seek what they know.





**Place Branding =
Place Making +
Place Marketing**



All three
elements
drive the
community
brand




Ensure a
great
customer
experience
(CX)



ATTACHMENT B

Energize
community
members
under the
new brand



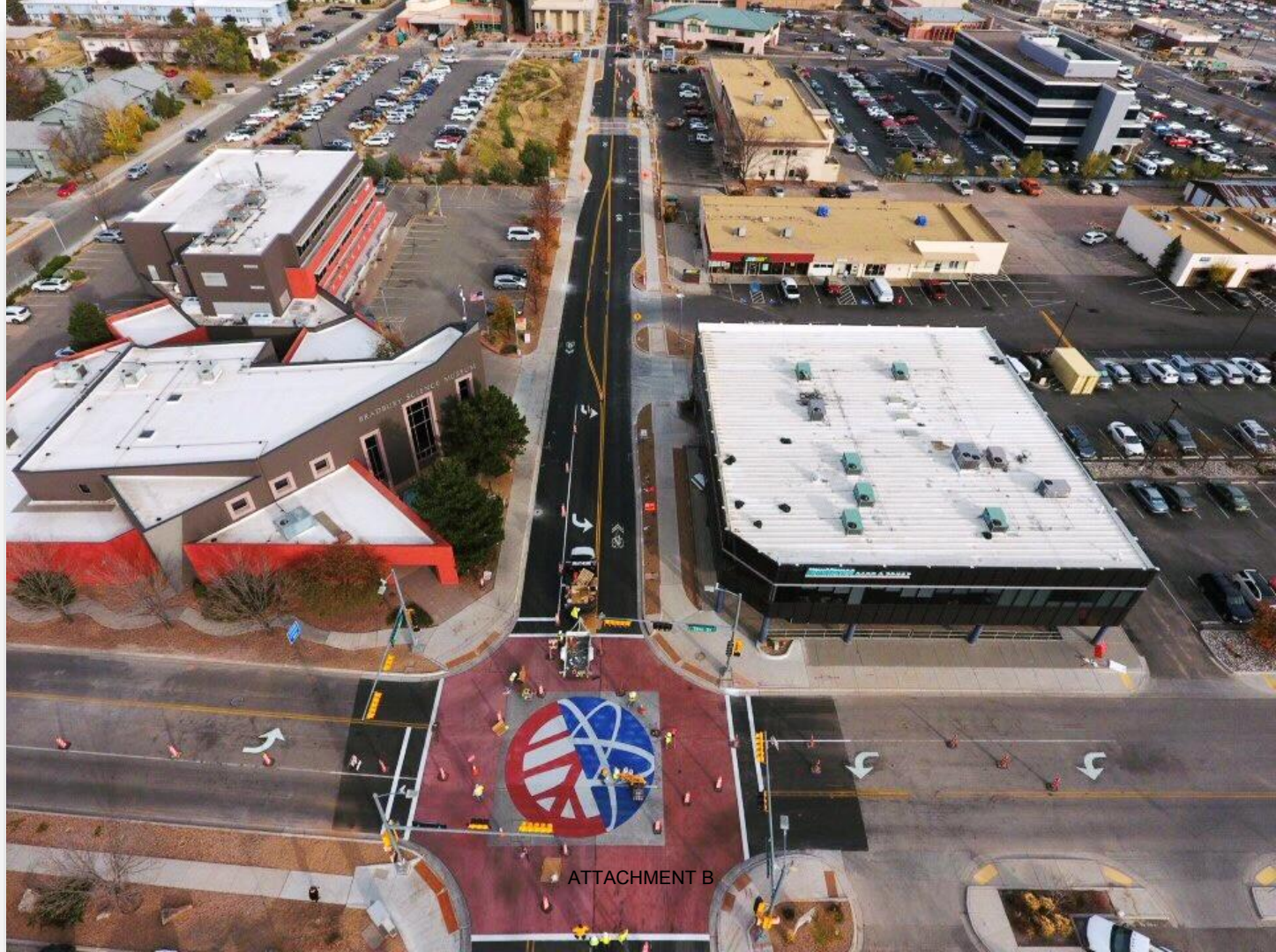
Live
Committee

Work
Committee

Play
Committee

Stay
Committee

Marketing
Committee



ATTACHMENT B



LOS ALAMOS

ATTACHMENT B

Brand Platform Statement

For those who never stop questioning what's possible (**target audience**), Los Alamos County, in the elevated outdoors of Northern New Mexico (**frame of reference**), and home to the Los Alamos National Lab, is where some of the world's best brains power the breakthroughs that shape our world (**point of difference**), so you are challenged to think bigger and live brighter (**benefit**).

LOS ALAMOS

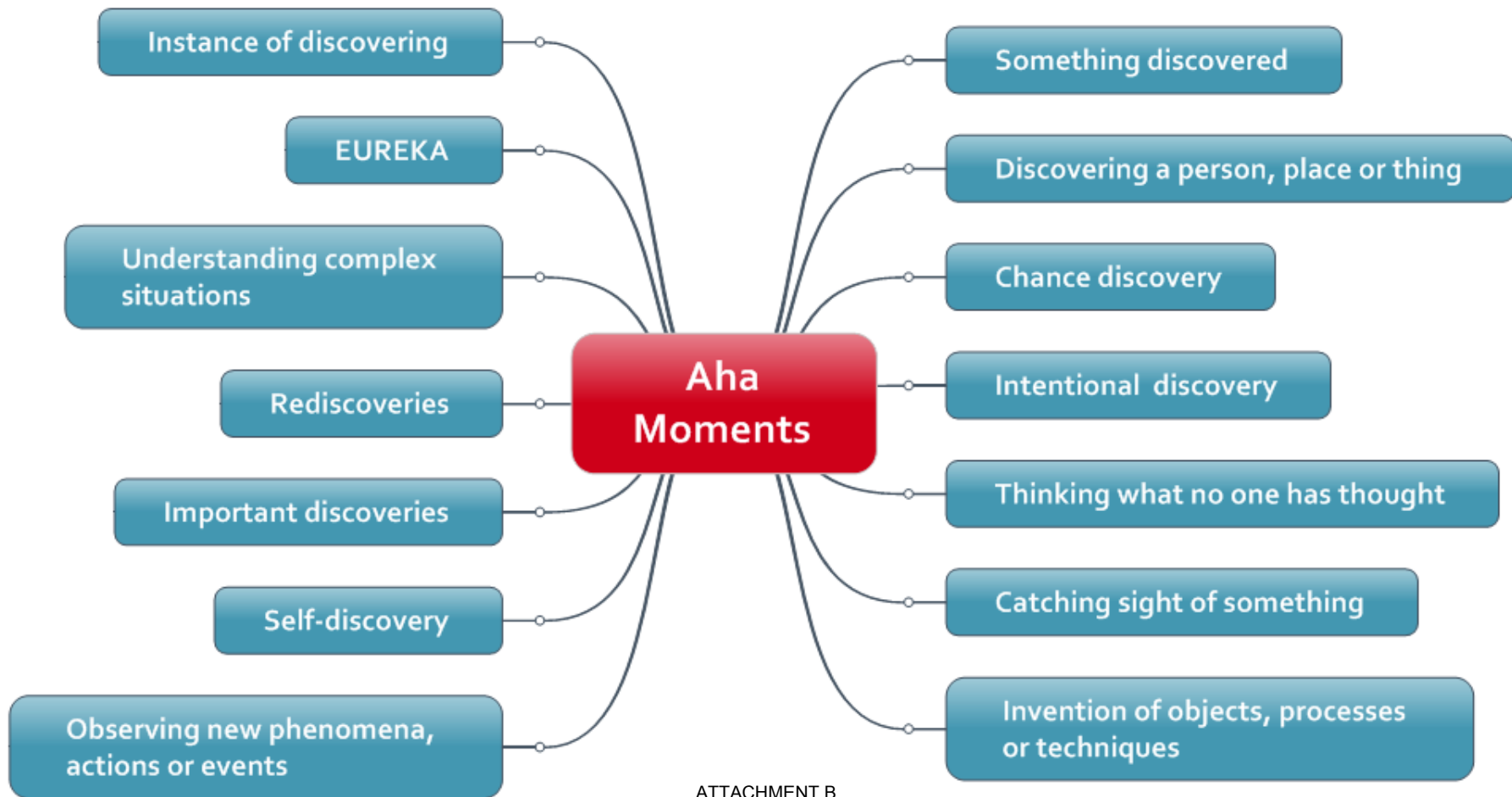


where discoveries are made

Brand Essence

Cultivating curiosity and
creating aha moments





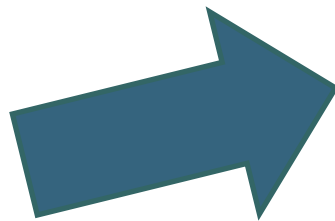
Brand Positioning



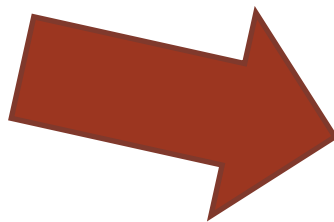
Brand Identity



Brand Integration



Inside
Los Alamos



Outside
Los Alamos



VILLAGE *of* LOS LUNAS
Economic Development

[HOME](#)

[WHY LOS LUNAS](#)

[BUSINESS RESOURCES](#)

[NEWS](#)

[CONTACT US](#)



ATTACHMENT B



VILLAGE *of* LOS LUNAS
Economic Development

[HOME](#)

[WHY LOS LUNAS](#)

[BUSINESS RESOURCES](#)

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A Community That Works

We are a safe community with rich history, culture, and tradition and we will never relinquish our cherished qualities.

[LEARN MORE](#)

ATTACHMENT B

Rendering of Facebook's 7th World Wide Data Center Village of Los Lunas, NM



ATTACHMENT B

FARMINGTON



Jolt Your Journey



ATTACHMENT B



#livefarmington



ATTACHMENT B

OUTDOOR RECREATION IS BIG BUSINESS

Prepared by

Farmington Branding Alliance



ATTACHMENT B

Campaign ONE:

Community Engagement Strategies

- ❖ County Councilors Integration
- ❖ LAC Integration
- ❖ Discoveries Action Team
- ❖ CX Audit/A2D Customer Service
- ❖ Community Outreach
- ❖ Cooperative Marketing

ATTACHMENT B



LOS ALAMOS



DISCOVERIES ACTION TEAM

ATTACHMENT B

Campaign TWO:

Business/Talent Attraction Strategies

- ❖ LACDC Partnership
- ❖ LANL HR Generalists
- ❖ Work Committee (LAC, LANL, LACDC+)
- ❖ Watermelon Web Marketing
- ❖ LA Recruitment Ambassadors



Campaign THREE:

Tourism Attraction Strategies

- ❖ National Park Partnership
- ❖ Griffin and Associates
- ❖ New Mexico True
- ❖ “Go. See. Do.” - Local
- ❖ Tourist/Visitor Conversion



Aha Moments

Challenge

ATTACHMENT B



LOS ALAMOS

Los Alamos County Branding Initiative
Economic Development Division Budget (Projected)
April 2017

Launch	Market	Market	Market	Market	Launch/ Market (5 years)
FY17	FY18	FY19	FY20	FY21	TOTAL
\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$175,000
\$50,000	\$50,000	\$50,000			\$150,000
\$85,000	\$85,000	\$85,000	\$35,000	\$35,000	\$325,000