



# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Agenda - Final County Council - Regular Session

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

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Tuesday, November 13, 2018

6:00 PM

Council Chambers - 1000 Central Avenue  
**TELEvised**

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1. **OPENING/ROLL CALL**

2. **PLEDGE OF ALLEGIANCE**

3. **STATEMENT REGARDING CLOSED SESSION**

November 5, 2018 Closed Session Motion

4. **PUBLIC COMMENT**

5. **APPROVAL OF AGENDA**

6. **PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS**

- A. [11275-18](#) Proclamation declaring Saturday, November 24, 2018 as "Small Business Saturday" in Los Alamos County (accepted by Ryn Herrmann, Chamber of Commerce Director)

**Presenters:** County Council - Regular Session

7. **PUBLIC COMMENT FOR ITEMS ON CONSENT AGENDA**

8. **CONSENT AGENDA**

November 13, 2018 Consent Motion:

**Consent Motion -**

- A. [RE0390-18](#) Incorporated County of Los Alamos Resolution No. 18-26, A Resolution of the Incorporated County of Los Alamos Council Authorizing Application to the New Mexico Department of Transportation (NMDOT) for Federal Fiscal Year 2020/2021 Transportation Alternatives Program (TAP) Funds for the County Wide School Flasher Speed Sign Upgrade Project.

**Presenters:** Philo Shelton, Public Works Director

**Attachments:** [A - Resolution No. 18-26 School Speed Sign Upgrade Project](#)  
[B - Notice of Legal Publication](#)  
[C - Grant Analysis and Financial Matirx Form](#)

- B. [11355-18](#) County Council Minutes for October 30, 2018

**Presenters:** Naomi Maestas

**Attachments:** [A-County Council Minutes for October 30, 2018](#)

- C. [11387-18](#) Vacation of Easement Within Lot 264, a Subdivision of Eastern Area No. 2

**Presenters:** James Alarid, Deputy Utilities Manager - Engineering

**Attachments:** [A - Vacation of Easement](#)

- D. [11391-18](#) Consideration of Budget Revision 2019-25

**Presenters:** Karen Kendall, Budget and Performance Manager and Helen Perraglio, Chief Financial Officer

**Attachments:** [A - Budget Revision 2019-25](#)

- E. [11400-18](#) Approval of Agreement No. AGR19-921, Los Alamos County, New Mexico Legal Services Agreement between Gallagher & Kennedy, P.A., and the Incorporated County of Los Alamos

**Presenters:** Alvin Leaphart, County Attorney

**Attachments:** [AGR19-921 Gallagher & Kennedy, P.A. FINAL](#)

## 9. INTRODUCTION OF ORDINANCE(S)

- A. [CO0539-18](#) Incorporated County of Los Alamos Code No. 02-292: An Ordinance Repealing Article VII, Safety in Public Places, of Chapter 28, Offenses and Miscellaneous Provisions.

**Presenters:** Alvin Leaphart

**Attachments:** [A - INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE NO. 02-292](#)  
[B - AMERICAN CIVIL LIBERTIES UNION OF NEW MEXICO LETTER DATED AUGUST 28, 2018, TO COUNTY COUNCIL](#)  
[C - INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 18-22](#)

## 10. PUBLIC HEARING(S)

- A. [OR0832-18b](#) Incorporated County Of Los Alamos Ordinance No.688; an Ordinance authorizing the sale of certain County-owned real property within Tract RM to Thirty301, LLC.

**Presenters:** Joanie Ahlers

**Attachments:** [A - Notice of Publication.pdf](#)  
[B- Ordinance No. 688 with attachments](#)

- B. [OR0834-18b](#) Incorporated County Of Los Alamos Code Ordinance No. 02-290, an Ordinance Amending Chapter 14, Article III, of the Code of the Incorporated County of Los Alamos Pertaining to Cemeteries

**Presenters:** Brian Brogan, Community Services Director

**Attachments:** [A - Incorporated County of Los Alamos Ordinance No. 02-290](#)  
[B - Notice of Public Hearing.pdf](#)

## 11. BUSINESS

- A. [10466-18b](#) Certification of the Canvassing Committee Results of the 2018 General Election.

**Presenters:** County Council - Regular Session

- B. [P0059-18](#) Citizen Petition Requesting Council to Address Reporting of Criminal Activity in Los Alamos County

**Presenters:** Citizens of Los Alamos

**Attachments:** [A - Citizen Petition to Address Reporting of Criminal Activity in LAC](#)

- C. [11405-18](#) Consideration of Resolution No. 18-28, a Resolution of the Incorporated County of Los Alamos In Support of the New Mexico Health Security Act.

**Presenters:** Pete Sheehey

**Attachments:** [A - Incorporated County of Los Alamos Resolution No. 18-28](#)  
[B - Article in support of HSA](#)  
[C - 2018 HSA Flyer](#)  
[D - List of City/County Support](#)

- D. [11373-18](#) Proposed Cemetery Fee Schedule

**Presenters:** Brian Brogan, Community Services Director

**Attachments:** [A - Proposed Cemetery Fee Schedule](#)

**12. COUNCIL BUSINESS****A. *Appointments***

- 1) [11366-18](#) Board/Commission Appointments - Library Board

**Presenters:** Eileen Sullivan, Library Manager

**Attachments:** [A - Board Member List](#)  
[B - Interview Panel Recommendations](#)  
[C - Application Packet for John Gustafson](#)  
[D - Application Packet for Whitney Spivey](#)  
[E - Application Packet for Dana Kline](#)  
[F - Application Packet for Kelly Dolejsi](#)  
[G - Application for Sarah Nichols](#)  
[H - Application Packet for DS Magid](#)  
[I - Application for Eleanore McClary](#)  
[J - Application for Monica Avery](#)

**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*****13. COUNCILOR COMMENTS****14. PUBLIC COMMENT****15. 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

November 13, 2018

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:**

**Index (Council Goals):**

**Presenters:**

**Title**

November 5, 2018 Closed Session Motion

**Recommended Action**

**I move that Council approve the following statement for inclusion in the minutes:**

**"The matters discussed in the closed session held on November 5, 2018 that began at 12:00 p.m. were limited only to the topic specified in the notice of the closed session, and no action was taken on any matter in the closed session."**

This motion is fairly characterized as procedural, therefore only a hand vote is required rather than a full roll call vote.



**County of Los Alamos**  
**Staff Report**  
**November 13, 2018**

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** A.  
**Index (Council Goals):**  
**Presenters:** County Council - Regular Session  
**Legislative File:** 11275-18

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**Title**

Proclamation declaring Saturday, November 24, 2018 as "Small Business Saturday" in Los Alamos County (accepted by Ryn Herrmann, Chamber of Commerce Director)

**Body**

**WHEREAS:** Small, locally-owned businesses in Los Alamos are vital to our county's economic health; the U.S. Small Business Administration states that small businesses create 65% of net new local jobs; and

**WHEREAS:** Some economists state that with every \$100 spent at a small local retailer, \$68 will return to the community through taxes, payroll and donations to local schools and charities; and

**WHEREAS:** Public awareness of the contributions made by Los Alamos local businesses is key to sustaining a healthy business climate; and

**WHEREAS:** We are grateful to the small businesses of Los Alamos for their generous contributions to the quality of life that we all enjoy; and

**WHEREAS:** Businesses and non-profits can come together to make a difference in Los Alamos County; and

**WHEREAS:** We join the Los Alamos Chamber of Commerce in supporting locally-owned small businesses;

**NOW, THEREFORE,** on behalf of the Council of the Incorporated County of Los Alamos, I do hereby proclaim Saturday, November 24, 2018 as

**"SMALL BUSINESS SATURDAY"**

in Los Alamos County, and urge our citizens to support small businesses and merchants by shopping locally on this day, as well as throughout the year.



# County of Los Alamos

## Staff Report

November 13, 2018

Los Alamos, NM 87544  
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**Agenda No.:**

**Index (Council Goals):**

**Presenters:**

**Title**

November 13, 2018 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

November 13, 2018

Los Alamos, NM 87544  
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**Agenda No.:** A.

**Index (Council Goals):** \* 2018 Council Goal – Quality of Life – Mobility – Maintain and Improve Transportation and Mobility

**Presenters:** Philo Shelton, Public Works Director

**Legislative File:** RE0390-18

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### Title

Incorporated County of Los Alamos Resolution No. 18-26, A Resolution of the Incorporated County of Los Alamos Council Authorizing Application to the New Mexico Department of Transportation (NMDOT) for Federal Fiscal Year 2020/2021 Transportation Alternatives Program (TAP) Funds for the County Wide School Flasher Speed Sign Upgrade Project.

### Recommended Action

**I move that Council approve Incorporated County of Los Alamos Resolution No. 18-26, A Resolution of the Incorporated County of Los Alamos Council Authorizing Application to the New Mexico Department of Transportation (NMDOT) for Federal Fiscal Year 2020/2021 Transportation Alternatives Program (TAP) Funds for the County Wide School Flasher Speed Sign Upgrade Project.**

### ..County Manager's Recommendation

The County Manager recommends that Council adopt Incorporated County of Los Alamos Resolution No. 18-26.

### Body

County Public Works, law enforcement and Los Alamos Public School Administration have discussed concerns over speeding in school zones. In anticipation of the 2017-2018 school year, speed radar signs were installed at Mountain Elementary School on existing school flasher poles as a cost-effective way of improving safety in school zones by heightening driver awareness of their speed as it relates to the posted speed. Subsequently, a speed assessment was performed confirming the observations of school officials, that these signs were successful in reducing speeds through the school zone.

NMDOT announced a call for projects under the TAP program and established an application deadline of November 30, 2018 and requires a resolution of sponsorship as part of the application process. Engineering and construction activities are eligible within this two-year funding cycle.

If the County's grant application is successful, this project proposes to install speed radar signs on existing flasher poles throughout the school district's remaining elementary schools and the middle school, in similar fashion as Mountain Elementary. The proposed project scope would include eleven additional speed signs installed by Los Alamos County Traffic and Streets personnel.

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The County anticipates a project award of FFY20 TAP funding for project construction in the amount of \$80,000. If funding is awarded, it would be comprised of \$68,352 (85.44%) in federal funds and would require a County match of \$11,648 (14.56%).

Prior to formal grant award, the County must provide a resolution affirming its commitment to fund, build, and maintain the project. Resolution No. 18-26 has been prepared to meet these requirements. The Resolution has been advertised as required. A copy of Resolution No. 18-26 and the Notice of Legal Publication is attached for reference (Attachments A and B).

#### **Alternatives**

Failure to approve the resolution will result in the County being ineligible to apply or receive FFY2020/2021 TAP funds for this project.

#### **Fiscal and Staff Impact/Unplanned Item**

Council appropriated traffic and street maintenance funds will be utilized for the grant match funds and the upkeep and maintenance of school flashers county wide. The proposed funding application in the amount of \$80,000 is comprised of a federal contribution of \$68,352 and would require a County match of \$11,648.

Should the County receive the grant award, staff will return to Council with a Budget Revision to establish the formal project budget.

#### **Attachments**

A - Resolution No. 18-26

B - Notice of Legal Publication

C - Grant Analysis and Financial Matrix Form

**INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 18-26**

**A RESOLUTION OF THE INCORPORATED COUNTY OF LOS ALAMOS COUNCIL  
AUTHORIZING APPLICATION TO THE NEW MEXICO DEPARTMENT OF  
TRANSPORTATION FOR FEDERAL FISCAL YEAR 2020/2021  
TRANSPORTATION ALTERNATIVES PROGRAM FUNDS FOR THE COUNTY-WIDE  
SCHOOL FLASHER SPEED SIGN UPGRADE PROJECT**

**WHEREAS**, the Incorporated County of Los Alamos ("County"), New Mexico, has the legal authority to apply for, receive and administer federal funds; and

**WHEREAS**, County wishes to submit a grant application for Federal Fiscal Year 2020/2021 (FFY20/21) New Mexico Transportation Alternatives Program (TAP) funds in the amount of Eighty Thousand Dollars (\$80,000.00), as set forth by the Federal legislation, Fixing America's Surface Transportation Act (FAST Act) and as outlined in the FFY20/21 Active Transportation and Recreational Programs Guide; and

**WHEREAS**, the County-Wide School Flasher Speed Sign Upgrade Project named in the TAP application is an eligible project under New Mexico TAP and the FAST Act; and

**WHEREAS**, County acknowledges availability of a required local match of 14.56% and the availability of funds to pay all costs upfront, as TAP is a cost reimbursement program; and

**WHEREAS**, County shall, to the extent permitted by New Mexico law and subject to a budget approved by the Los Alamos County Council, pay any costs that exceed the project amount if the application is selected for funding; and

**WHEREAS**, County shall maintain the project constructed with TAP funding for the useable life of the project.

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

**Section 1.** The Los Alamos County Council, by adopting this Resolution, does hereby authorize the County Engineer to submit an application for FFY20/21 New Mexico Transportation Arterial Program (TAP) funds in the amount of Eighty Thousand Dollars (\$80,000.00) from the New Mexico Department of Transportation (NMDOT) on behalf of the citizens of the County.

**Section 2.** County assures the NMDOT that if TAP funds are awarded, sufficient funding for the local match and for upfront project costs are available, since TAP is a reimbursement program, and that any costs exceeding the award amount shall be paid by County, to the extent permitted by New Mexico law and subject to a budget approved by the Los Alamos County Council.

**Section 3.** County assures the NMDOT that if awarded TAP funds, sufficient funding for the operation and maintenance of the TAP project shall be available for the life of the project, to the extent permitted by New Mexico law and subject to a budget approved by the Los Alamos County Council.

**Section 4.** The County Manager is authorized to enter into a Cooperative Project Agreement with the NMDOT for construction of the TAP project using these funds as set forth by the FAST Act on behalf of the citizens of the County. The County Engineer is also authorized to submit additional information as may be required and act as the official representative of County in this and subsequent related activities.

**Section 6.** County assures the NMDOT that County is willing and able to administer all activities associated with the proposed project.

**PASSED AND ADOPTED** this 13<sup>th</sup> day of November, 2018.

**COUNCIL OF THE INCORPORATED  
COUNTY OF LOS ALAMOS, NEW MEXICO**

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**David Izraelevitz  
Council Chair**

**ATTEST:**

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

**NOTICE OF RESOLUTION NO. 18-26**

**STATE OF NEW MEXICO, COUNTY OF LOS ALAMOS**

Notice is hereby given that the Council of the Incorporated County of Los Alamos, State of New Mexico, has directed publication of Los Alamos County Resolution No. 18-26. This will be considered by the County Council at an open meeting on Tuesday, November 13, 2018 at 6:00 p.m., at the Los Alamos County Municipal Building: 1000 Central Avenue, Los Alamos, New Mexico 87544. The full copy is available for inspection or purchase, during regular business hours, in the County Clerk's Office: 1000 Central Avenue, Suite 240.

**INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 18-26**

**A RESOLUTION OF THE INCORPORATED COUNTY OF LOS ALAMOS COUNCIL AUTHORIZING APPLICATION TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR FEDERAL FISCAL YEAR 2020/2021 TRANSPORTATION ALTERNATIVES PROGRAM FUNDS FOR THE COUNTY-WIDE SCHOOL FLASHER SPEED SIGN UPGRADE PROJECT**

Council of the Incorporated County of Los Alamos

By: /s/ David Izraelevitz, Council Chair

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

**LA DAILY POST - PUBLICATION DATE: THURSDAY, NOVEMBER 1, 2018**



County of Los Alamos  
GRANT ANALYSIS AND FINANCIAL MATRIX FORM

This form is to be completed and submitted for review and approval prior to applying for any grant on behalf of the County of Los Alamos.

## GRANT APPLICANT:

Matrix Form Submission Status:   X   Initial        Revised       

Name of Department: Public Works Department

Name of Department Head: Philo Shelton

Contact Information: Email: philo.shelton@lacnm.us Phone # 662-8106


Person Completing This Form: Desirae Lujan

Contact Information: Email: desirae.lujan@lacnm.us Phone # 662-8212

## GRANT INFORMATION:

Grant Agency/Source NMDOT Name of Grant Program Transportation Alternatives Program (TAP)  
Application Submission Deadline: 12/30/2018  
Federal Grantor/Program Title: FHWA/Transportation Alternatives Program (TAP)  
Federal CFDA Number: NA  
*Check Only One:* Federal Direct            OR Federal Indirect             
State Grantor/Program Title: N/A  
Private Organization: NA  
Grant **Application:** \$ 68,352 (85.44%) **Match:** \$11,648 (14.56%)  
**Total:** \$ 80,000  
Estimated Date for Notice of Award (if awarded): 03/15/2019  
Does Grant include loan component? Yes    No X  
Loan Terms (interest rate, years to repay)            NA

## Review and Approvals

Department Head:  10-15-18  
Signature Date

Other Department Head: \_\_\_\_\_

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

Budget Manager: Karen Kendall 10/17/18  
Signature Date

Finance Grants Mgr: \_\_\_\_\_ Signature \_\_\_\_\_ Date 10/16/18

County Manager: \_\_\_\_\_ Signature \_\_\_\_\_ Date 10/19/18

Date to Council for Approval to Apply for Grant: October 30, 2018

A. Describe the purpose of the grant and what will be accomplished: \_\_\_\_\_

The Grant would aid in the funding of the installation of 11 speed radar signs at five remaining Los Alamos school locations, Aspen Elementary, Barranca Elementary, Chamisa Elementary, Pinon Elementary, and Los Alamos Middle School. Speed radar signs were installed at Mountain Elementary school to deter speeding through the school zone prior to the 2017-18 school year. Law enforcement and the school administration noticed a positive reaction and noticeable reduction in speeding throughout the school year. With this information school administration and law enforcement are interested in speed radar signs being installed at the remaining locations as mentioned above. County Traffic and Streets personnel will complete the installation.

B. Grant Budget

Expense Type	Grant	Match/In Kind Requirement	Budget Authority (Yes or No)
Operational	\$ 0	\$ 0	NA
Outside Services	\$ 0	\$ 0	NA
Capital Outlay	\$ 68,352	\$ 11,648	No
TOTAL	\$ 68,352	\$11,648	No

C. Source of Match/In Kind: Traffic and Streets Maintenance Funds

D. Will a budget revision be required if grant awarded? Yes \_\_\_\_\_ X \_\_\_\_\_ No \_\_\_\_\_

E. Do the resources exist in your department to accomplish the goals of the grant? Yes

F. Will resources (\$ or people) from another department be required? Yes \_\_\_ No X

If yes, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

G. Frequency of reporting requirement Monthly \_\_\_\_\_ X Quarterly \_\_\_\_\_ Annually \_\_\_\_\_

H. Frequency of pay requests for reimbursement Monthly \_\_\_\_\_ X Quarterly \_\_\_\_\_ Annually \_\_\_\_\_

I. What, if anything, is the County's obligation (personnel or \$) beyond the life of the grant?  
Equipment Maintenance

J. Is the County the final recipient of the grant proceeds or will there be a sub-recipient?  
County is final recipient

K. Who within the department will have responsibility for this grant?

Programmatic Reporting? Desirae Lujan

Financial Reporting? Desirae Lujan/David Griego



# County of Los Alamos

## Staff Report

November 13, 2018

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** B.

**Index (Council Goals):** \* 2018 Council Goal – Quality Governance – Operational Excellence – Maintain Quality Essential Services and Supporting Infrastructure Including Updated Enterprise Software and Permitting

**Presenters:** Naomi Maestas

**Legislative File:** 11355-18

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### **Title**

County Council Minutes for October 30, 2018

### **Recommended Action**

**I move that Council approve the County Council Minutes for October 30, 2018.**

### **Clerk's Recommendation**

The County Clerk recommends that Council approve the minutes as presented.

### **Attachments**

A-County Council Minutes for October 30, 2018

## Minutes

### County Council – Regular Session

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

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Tuesday, October 30, 2018

6:00 PM

Fire Station No.3  
129 State Road 4-White Rock  
TELEvised

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#### 1. OPENING/ROLL CALL

The Council Chair, David Izraelevitz, called the meeting to order at 6:00 p.m.

The following Councilors were in attendance:

Present: 7 - Councilor Izraelevitz, Councilor Chandler, Councilor Maggiore, Councilor O'Leary,  
Councilor Pongratz, Councilor Reiss, and Councilor Sheehey

#### 2. PLEDGE OF ALLEGIANCE

Led by: Boy Scout Troop 222.

#### 3. STATEMENT REGARDING CLOSED SESSION

A motion was made by Councilor Chandler, seconded by Councilor Maggiore, that Council approve the following statement for inclusion in the minutes: "The matters discussed in the closed session held on October 22, 2018 at 5:00 p.m. were limited only to those topics specified in the notice of the closed session, and no action was taken on any matter in that closed session."

The motion passed by acclamation with the following vote:

Yes: 7 - Councilor Izraelevitz, Councilor Chandler, Councilor Maggiore, Councilor O'Leary,  
Councilor Pongratz, Councilor Reiss, and Councilor Sheehey

A motion was made by Councilor Chandler, seconded by Councilor Maggiore, that Council approve the following statement for inclusion in the minutes: "The matters discussed in the closed session held on October 30, 2018 that began at 4:30 p.m. were limited only to those topics specified in the notice of the closed session, and no action was taken on any matter in that closed session."

The motion passed by acclamation with the following vote:

Yes: 6 - Councilor Izraelevitz, Councilor Chandler, Councilor Maggiore,  
Councilor Pongratz, Councilor Reiss, and Councilor Sheehey

Abstain: 1 - Councilor O'Leary

#### **4. PUBLIC COMMENT**

Mr. James Whitehead, 200 Camino Encantado, expressed concern regarding complaints filed regarding the detention center and issues facing the youth in Los Alamos County.

#### **5. APPROVAL OF AGENDA**

**A motion was made by Councilor Reiss, seconded by Councilor Sheehey, that the agenda be approved with the following modifications; Item 10.A. be changed to 10.B. and 10.B. changed to 10.A. and Consent Item 8.A. be pulled from consent and be discussed as Item 10.C.**

**The motion passed with the following vote:**

**Yes: 7 - Councilor Izraelevitz, Councilor Chandler, Councilor Maggiore, Councilor O'Leary, Councilor Pongratz, Councilor Reiss, and Councilor Sheehey**

#### **6. PUBLIC HEARING(S)**

- A.** Incorporated County of Los Alamos Code Ordinance No. 687, An Ordinance Authorizing the Incorporated County of Los Alamos to Enter Into a Loan Agreement and Promissory Note With the New Mexico Environment Department for the Purpose of Obtaining Loan Funds for the Construction of a New Wastewater Treatment Facility, Declaring the Necessity for the Loan, Restricting the Use of the Loan Funds Solely for the Project, and Pledging Loan Will be Payable from the Revenues of the Wastewater System

Mr. Bob Westervelt, Deputy Utilities Manager-Finance and Administration, spoke.  
Mr. James Alarid, Deputy Utilities Manager-Engineering, spoke.

Public Comment:  
None.

**A motion was made by Councilor Reiss, seconded by Councilor Pongratz, that Council adopt Incorporated County of Los Alamos Ordinance No. 687, An Ordinance Authorizing the Incorporated County of Los Alamos to Enter Into a Loan Agreement and Promissory Note With the New Mexico Environment Department for the Purpose of Obtaining Loan Funds for the Construction of a New Wastewater Treatment Facility, Declaring the Necessity for the Loan, Restricting the Use of the Loan Funds Solely for the Project, and Pledging Loan Will be Payable from the Revenues of the Wastewater System and ask staff to assure that it is published in summary form.**

**The motion passed with the following vote:**

**Yes: 7 - Councilor Izraelevitz, Councilor Chandler, Councilor Maggiore, Councilor O'Leary, Councilor Pongratz, Councilor Reiss, and Councilor Sheehey**

#### **7. PUBLIC COMMENT FOR ITEMS ON CONSENT AGENDA**

None.

## 8. CONSENT AGENDA

### Consent Motion:

**A motion was made by Councilor Reiss, seconded by Councilor Pongratz, that Council approve the items on the Consent Agenda, as amended, and that the motions in the staff reports be included for the record.**

- A. Amendment No. 1 to Existing General Services, Agreement No. AGR18-704 with Blue Cross Blue Shield of New Mexico, A Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association, in an amount not to exceed \$1,830,000.00, for the initial term plus first renewal term, plus Applicable Gross Receipts Tax, for the Purpose of providing medical insurance benefits to eligible Los Alamos County employees

*Item pulled for further discussion under Business.*

- B. Approval of Agreement AGR 19-08a to Allied 360 Construction LLC; AGR 19-08b to Cisneros Concrete; AGR 19-08c to GM Emulsion LLC; and AGR 19-08d to Los Alamos Landscaping and More LLC for On-Call Concrete Services in an Aggregate Amount Not to Exceed the combined sum of \$3,000,000.00 Excluding Applicable Gross Receipts Tax.

**I move that Council Approval of Agreement AGR 19-08a to Allied 360 Construction LLC; AGR 19-08b to Cisneros Concrete; AGR 19-08c to GM Emulsion LLC; and AGR 19-08d to Los Alamos Landscaping and More LLC for On-Call Concrete Services in an Aggregate Amount Not to Exceed the combined sum of \$3,000,000.00 Excluding Applicable Gross Receipts Tax.**

- C. Incorporated County of Los Alamos Resolution No. 18-18; A Resolution Authorizing the Utilities Manager to Execute Documents with the New Mexico Environment Department on Behalf of the Los Alamos County Relating to the White Rock Wastewater Treatment Plant, Project Number CWSRF 083 and Authorizes the Designation of Official Representatives and Signatory Authorities

**I move that Council adopt Incorporated County of Los Alamos Resolution No. 18-18; A Resolution Authorizing the Utilities Manager to Execute Documents with the New Mexico Environment Department on Behalf of the Los Alamos County Relating to the White Rock Wastewater Treatment Plant, Project Number CWSRF 083 and Authorizes the Designation of Official Representatives and Signatory Authorities.**

- D. Acceptance of Property Transfer from DOE/NNSA - Parcel A-16-b

**I move that the County accept the quitclaim deeds for the transfer of Parcel A-16-b from the United States Department of Energy / National Nuclear Security Administration. I further move that the County Manager be directed to execute the relevant quitclaim deeds for this parcel.**

- E. Consideration of Budget Revision 2019-18

**I move that Council approve Budget Revision 2019-18 as summarized on attachment A and that the attachment be made a part of the minutes of this meeting.**

- F. Approval to Submit a E911 Grant Application to the New Mexico Department of Information Technology to Upgrade the 911 System Equipment In The Amount of \$196,758.90.

**I move that Council approve the request to submit a grant application to the New Mexico Department of Information Technology in the amount of \$196,758.90. I further move that Council direct the County Manager to execute the grant agreement upon award by New Mexico Department of Information Technology.**

- G. County Council Minutes for October 16, 2018

**I move that Council approve the County Council Minutes for October 16, 2018.**

- H. Award of Bid No. 19-12 for the Purpose of Pajarito Well #5 Motor Control Center Replacement Project with Allied 360 Construction in the Amount of \$337,897.00, plus Applicable Gross Receipts Tax

**I move that Council approve the Award of Bid No. 19-12 for the Purpose of Pajarito Well #5 Motor Control Center Replacement Project with Allied 360 Construction in the Amount of \$337,897.00 and a contingency in the amount of \$50,000, for a total of \$387,897.00, plus Applicable Gross Receipts Tax.**

- I. Board/Commission Appointment(s) - Personnel Board

**I nominate the following individual to the Personnel Board:**

**1. Kenneth Cleveland {D}, new appointment.**

**Approval of the Consent Agenda:**

**The motion passed with the following vote:**

**Yes: 7 - Councilor Izraelevitz, Councilor Chandler, Councilor Maggiore, Councilor O'Leary, Councilor Pongratz, Councilor Reiss, and Councilor Sheehey**

## **9. INTRODUCTION OF ORDINANCE(S)**

- A. Incorporated Introduction of Incorporated County Of Los Alamos Code Ordinance No. 02-290, an Ordinance Amending Chapter 14, Article III, of the Code of the Incorporated County of Los Alamos Pertaining to Cemeteries

**Councilor Chandler introduced, without prejudice, Incorporated County of Los Alamos Ordinance No. 02-290, an Ordinance Amending Chapter 14, Article III, of the Code of the Incorporated County of Los Alamos Pertaining to Cemeteries.**

## **10. BUSINESS**

- A. Citizen Petition Registering Opposition to the Location of the Bicycles-only Flow Trail Project in Bayo Canyon

Mr. Louis Schulte, 893 Pine Street, spoke.

Public Comment:  
None.

**A motion was made by Councilor Sheehey, seconded by Councilor Chandler, that Council acknowledge the petition, thank the petitioners for their recommendation and take the action requested.**

*After further discussion Councilor Sheehey withdrew the motion.*

**A motion was made by Councilor Pongratz, seconded by Councilor O'Leary, that Council acknowledge the petition, thank the petitioners for their recommendation and take no further action.**

**The motion passed with the following vote:**

**Yes: 7 - Councilor Izraelevitz, Councilor Chandler, Councilor Maggiore, Councilor O'Leary, Councilor Pongratz, Councilor Reiss, and Councilor Sheehey**

- B. Incorporated County of Los Alamos Resolution No. 18-25. A Resolution Approving the Application and Petition of Site A-19-A-1 Acquisition Group, LLC, for Formation of the Mirador Public Improvement District**

Mr. Paul Andrus, Community Development Director, spoke.

Mr. Adam Thornton, Developer, spoke.

Mr. Mitch Mosesman, 30 Three Sixty Group, spoke.

Mr. Justin Horowitz, Rodey Law Firm, spoke.

Mr. Alvin Leaphart, County Attorney, spoke.

Public Comment:

Mr. David Sherrill, 201 Canada Way, spoke.

Mr. Patrick Sullivan, Los Alamos Commerce and Development Corporation, spoke.

Mr. James Hall, 129 Monte Rey, spoke.

Ms. Kristy Ortega, 4955 S Sol, spoke.

Ms. Stacy Gartz, 4 Acoma Lane, spoke.

Mr. Tony Fox, 428 Cheryl, spoke.

Mr. David North, 111 La Senda, spoke.

**A motion was made by Councilor Reiss, seconded by Councilor Pongratz, that Council adopt Incorporated County of Los Alamos Resolution No. 18-25, a Resolution Approving the Application and Petition Of Site A-19-A-1 Acquisition Group, LLC, for Formation of the Mirador Public Improvement District.**

**A SUBSTITUTE motion was made by Councilor Sheehey, seconded by Councilor Pongratz, that Council adopt Incorporated County of Los Alamos Resolution No. 18-25, a Resolution Approving the Application and Petition of Site A-19-A-1 Acquisition Group, LLC for Formation of the Mirador Public Improvement District with the following modifications; A1, A2, and A3 be stricken and replaced by 3 members shall be elected Los Alamos County Councilors as appointed by the Council Chair with the initial appointees being Councilor Pongratz, Councilor Reiss, and Councilor Sheehey; section B is amended to state Councilor Reiss, Councilor Sheehey, and Adam Thornton shall serve 6 year terms; and Section C amended to state Councilor Pongratz and Scott Grady shall serve 4 year terms.**

**The procedural motion to consider the SUBSTITUTE motion passed with the following vote:**

**Yes: 5 - Councilor Izraelevitz, Councilor O'Leary, Councilor Pongratz, Councilor Reiss, and Councilor Sheehey**

**No: 2 - Councilor Chandler and Councilor Maggiore**



The SUBSTITUTE motion passed with the following vote:

**Yes: 4 - Councilor O'Leary, Councilor Pongratz, Councilor Reiss, and Councilor Sheehey**

**No: 3 - Councilor Izraelevitz, Councilor Chandler, and Councilor Maggiore**

## RECESS

*Councilor Izraelevitz called for a recess at 8:56 p.m. The meeting reconvened at 9:09 p.m.*

### Consent Item 8.A.

Amendment No. 1 to Existing General Services, Agreement No. AGR18-704 with Blue Cross Blue Shield of New Mexico, A Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association, in an amount not to exceed \$1,830,000.00, for the initial term plus first renewal term, plus Applicable Gross Receipts Tax, for the Purpose of providing medical insurance benefits to eligible Los Alamos County employees

Mr. Harry Burgess, County Manager, spoke.

Public Comment:  
None.

**A motion was made by Councilor Reiss, seconded by Councilor Sheehey, that Council approve Amendment No. 1 to existing Services Agreement No. AGR18-704, with Blue Cross Blue Shield of New Mexico for Employee Medical Insurance Benefits, in the form attached, and further authorize the use of the Medical Plan Fund to absorb the increase to employee medical insurance premiums for calendar year 2019 only.**

The motion passed with the following vote:

**Yes: 7 - Councilor Izraelevitz, Councilor Chandler, Councilor Maggiore, Councilor O'Leary, Councilor Pongratz, Councilor Reiss, and Councilor Sheehey**

## 11. COUNCIL BUSINESS

### A. RCLC Update and Review of Activity

Mr. Eric Vasquez, Executive Director Regional Coalition of LANL (Los Alamos National Lab) Communities spoke.

Public Comment:  
None.

**A motion was made by Councilor Pongratz, seconded by Councilor Sheehey, that Los Alamos County affirm its support for the Regional Coalition of LANL Communities (RCLC) and direct staff to assist RCLC in its efforts to effect the changes recommended in the State Auditor's report.**

The motion passed with the following vote:

**Yes: 7 - Councilor Izraelevitz, Councilor Chandler, Councilor Maggiore, Councilor O'Leary, Councilor Pongratz, Councilor Reiss, and Councilor Sheehey**

A motion was made by Councilor O'Leary that Los Alamos County shall cease its role as Fiscal Agent of the RCLC not later than January 1, 2019.

The motion failed for the lack of a second.

A motion was made by Councilor Reiss, seconded by Councilor O'Leary, that Los Alamos County will assist in transferring fiscal agent duties to the RCLC by modification of the JPA (Joint Powers Agreement) should it choose to do so.

*After further discussion Councilor Reiss withdrew his motion.*

A motion was made by Councilor Izraelevitz, seconded by Councilor Chandler, that the Los Alamos County representative pursue removal of LAC as fiscal agent of the RCLC.

The motion passed with the following vote:

Yes: 7 - Councilor Izraelevitz, Councilor Chandler, Councilor Maggiore, Councilor O'Leary, Councilor Pongratz, Councilor Reiss, and Councilor Sheehey

A motion was made by Councilor O'Leary that Los Alamos County immediately adopt the State of New Mexico travel, mileage and per diem policies as the sole county policy for travel, mileage and expense reimbursement.

The motion failed for the lack of a second.

A motion was made by Councilor O'Leary, seconded by Councilor Sheehey, that Los Alamos County investigate RCLC expense reimbursements made to Los Alamos County Employees and Elected Representatives since the inception of the RCLC; and further moved when this investigation is concluded, the County Manager will contact any employee or official who received a reimbursement that is not consistent with the travel policy and seek to recover the money; and further moved the County Manager will provide the County Council with a status report every month during his monthly update with the names of the individuals and the amounts due until all funds have been recovered.

The motion passed with the following vote:

Yes: 5 - Councilor Chandler, Councilor Maggiore, Councilor O'Leary, Councilor Pongratz, and Councilor Sheehey

No: 2 - Councilor Izraelevitz and Councilor Reiss

A motion was made by Councilor O'Leary that the County Council Rules Subcommittee recommend modifications to Council Rules to clarify the communication and other responsibilities of any County Councilor who obtains material information about county business; with particular focus on requirements regarding communication to all other County Councilors. These rule amendments will be presented by the County to the full County Council for vote not later than the November 28, 2018 meeting.

The motion failed for the lack of a second.

A motion was made by Councilor Chandler, seconded by Councilor Reiss, that the Council develop and adopt policies that outline the roles of both employees and elected officials regarding their participation in boards and committees external to the regular operations of Los Alamos County; and further moved that Council direct the County Manager to develop materials specific to each of these external boards/committees that will inform the assigned personnel as to the history of the parent organization, any agreements that exist between the organization and the County, the administrative policies of the organization, and any additional information relevant to the participation of County employees and elected officials on such boards/committees.

The motion passed with the following vote:

Yes: 7 - Councilor Izraelevitz, Councilor Chandler, Councilor Maggiore, Councilor O'Leary, Councilor Pongratz, Councilor Reiss, and Councilor Sheehey

**A. Appointments**

None.

**B. Board, Commission, and Committee Liaison Reports**

None.

**C. County Manager's Report**

1) County Manager's Report for October 2018

County Manager Harry Burgess reported that staff has worked to address issues with the Library construction.

**D. Council Chair Report**

None.

**E. General Council Business**

None.

**F. Approval of Councilor Expenses**

None.

**G. Preview of Upcoming Agenda Items**

None.

**12. COUNCILOR COMMENTS**

None.

**13. PUBLIC COMMENT**

None.

**14. ADJOURNMENT**

The meeting adjourned at 10:28 p.m.

INCORPORATED COUNTY OF LOS ALAMOS

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David Izraelevitz, Council Chair

Attest:

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Naomi D. Maestas, County Clerk

Meeting Transcribed by: Victoria L. Martinez, Deputy Clerk

## Budget Revision 2019-18

Council Meeting Date: Oct 30, 2018

	Fund/Dept	Brass Org	Revenue (decrease)	Expenditures (decrease)	Transfers In(Out)	Fund Balance (decrease)
1	Fire Fund	663xxxxx	\$ (156,097)	\$ (205,390)		\$ 49,293
<p><b>Description:</b> The purpose of this budget revision is to modify the budget for the Fire Fund to reflect changes in the Cooperative Agreement (CA). The General Fund contribution related to the CA is not being adjusted for FY2019 with this revision. This contribution remains at the FY2018 level.</p> <p><b>Fiscal Impact:</b> The net fiscal impact to the Fire Fund is a decrease in revenue of \$156,097, a decrease in expenditures of \$205,390 and an increase to fund balance of \$49,293.</p>						

**AMENDMENT NO. 1  
INCORPORATED COUNTY OF LOS ALAMOS  
SERVICES AGREEMENT NO. 18-704**

This **AMENDMENT NO. 1** is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Blue Cross and Blue Shield of New Mexico, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association** ("Contractor" or "BCBSNM"), which is an independent corporation operating under a license from the Blue Cross and Blue Shield Plans, ("Association"), permitting BCBSNM to use the Blue Cross and Blue Shield Service Marks in the State of New Mexico, and that BCBSNM is not contracting as the agent of the Association, to be effective for all purposes, January 1, 2019.

**WHEREAS**, County and Contractor entered into Services Agreement No. AGR18-704 dated January 1, 2018 for Medical Insurance Benefits for Los Alamos County Employees; and

**WHEREAS**, parts of this Agreement are up for renewal, and rate negotiations with Contractor as allowed for annually under the original terms and conditions of the agreement; and

**WHEREAS**, the County Council approved this Amendment at a public meeting held on October 30, 2018; and

**WHEREAS**, both parties wish to renew the term of this Agreement;

**NOW, THEREFORE**, for good and valuable consideration, County and Contractor agree as follows:

- I. To delete **SECTION B. TERM** in its entirety and replace it with the following:

**SECTION B. TERM:**

1. The term of this Agreement, for Administrative Services, shall commence January 1, 2018 and shall continue through December 31, 2019, unless sooner terminated, as provided herein. At County's sole option the Agreement may be renewed for up to five (5) consecutive one-year periods, unless sooner terminated, as provided therein.
2. The term of this Agreement, for Stop Loss Insurance Coverage, as defined in the Stop Loss Agreement (Exhibit 7 of the ASA), shall commence January 1, 2018 and shall continue through December 31, 2018, unless sooner terminated, as provided herein.
3. The term of this Agreement, for Stop Loss Insurance Coverage, as defined in the Stop Loss Agreement (Exhibit 11 of the ASA), shall commence January 1, 2019 and shall continue through December 31, 2019 unless sooner terminated, as provided herein. At County's sole option the Agreement may be renewed for up

Los Alamos County Council Regular Meeting October 30, 2018 Item 8.A.
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to five (5) consecutive one-year periods, unless sooner terminated, as provided therein.

- II. To delete **SECTION C. COMPENSATION** in its entirety and replace it with the following:

**SECTION C. COMPENSATION:**

1. **Amount of Compensation.** County shall pay the following compensation for performance of the Services, not to include any subsequent renewal periods, as follows:
    - a. Administrative Services provided between January 1, 2018 and December 31, 2019, in the amount of FOUR HUNDRED NINE THOUSAND DOLLARS (\$409,000.00);
    - b. Stop Loss Insurance coverage for January 1, 2018 through December 31, 2018, in the amount of SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00);
    - c. Stop Loss Insurance coverage for January 1, 2019 through December 31, 2019, in the amount of SEVEN HUNDRED TWENTY-ONE THOUSAND DOLLARS (\$721,000.00);
    - d. Total compensation for performance of Services between January 1, 2018 and December 31, 2019 shall not exceed ONE MILLION EIGHT HUNDRED THIRTY THOUSAND DOLLARS (\$1,830,000.00), which amount shall include applicable New Mexico gross receipts taxes ("NMGRT").
    - e. For any subsequent renewal periods set forth in Section B, "Term," above, compensation will be strictly based upon rate negotiations with Contractor and Council approval of said negotiations;
  2. **Invoices.** Contractor shall submit weekly invoices to County's Human Resources Division showing claims paid for covered employees, as well as monthly invoices for administrative services, showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable ten (10) calendar days after County's receipt of the invoice.
- II. To add the following Exhibits, for calendar year 2019, to be incorporated in their entirety with this Amendment and Exhibit A to AGR18-704, the ASA, to reflect renewal dates, terms and rates:
- a. Exhibit "8" – Benefit Program Application ("ASO-BPA")
  - b. Exhibit "9" – Pharmacy Benefit Management ("PBM") Fee Schedule Addendum to the Benefit Program Application
  - c. Exhibit "10" – Defined Performance Guarantees
  - d. Exhibit "11" – Application for Stop Loss Coverage
  - e. Exhibit "12" – Network Discount Guarantee

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment No. 1 on the date(s) 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**

**BLUE CROSS AND BLUE SHIELD OF NEW MEXICO, A  
DIVISION OF HEALTH CARE SERVICE CORPORATION,  
A MUTUAL LEGAL RESERVE COMPANY, AN  
INDEPENDENT LICENSEE OF THE BLUE CROSS AND  
BLUE SHIELD ASSOCIATION**

**By:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_ **DATE**  
**TITLE:** \_\_\_\_\_



## Benefit Program Application ("ASO BPA")

### Applicable to Administrative Services Only (ASO) Group Accounts

administered by Blue Cross and Blue Shield of New Mexico, a Division of Health Care Services Corporation,  
a Mutual Legal Reserve Company, hereinafter referred to as the "Claim Administrator" or "HCSC"

Group Status: Renewing ASO Account

Employer Account Number (6-digits): 251305

Group Number(s): 251307

Section Number(s): All

Legal Employer Name: Incorporated County of Los Alamos

(Specify the Employer or the employee trust applying for coverage. Names of subsidiary or affiliated companies to be covered must also be named below. AN EMPLOYEE BENEFIT PLAN MAY NOT BE NAMED.)

**ERISA Regulated Group Health Plan\***: ☐ Yes ☒ No

Is your ERISA Plan Year\* a period of 12 months beginning on the Anniversary Date specified below? ☐ Yes

If not, please specify your ERISA Plan Year\*: Beginning Date \_\_\_/\_\_\_/\_\_\_ End Date \_\_\_/\_\_\_/\_\_\_ (month/day/year)

ERISA Plan\* Administrator\*: \_\_\_\_\_

Plan Administrator's Address: \_\_\_\_\_

If you maintain that ERISA is not applicable to your group health plan, give legal reason for exemption:

Non-Federal Governmental Plan (Public Entity) ; if applicable, specify other: \_\_\_\_\_

Is your Non-ERISA Plan Year\* a period of 12 months beginning on the Anniversary Date specified below? ☒ Yes

If not, please specify your Non-ERISA Plan Year\*: Beginning Date \_\_\_/\_\_\_/\_\_\_ End Date \_\_\_/\_\_\_/\_\_\_ (month/day/year)

### For more information regarding ERISA, contact your Legal Advisor.

\*All as defined by ERISA and/or other applicable law/regulations

Effective Date of Coverage: (Month/Day/Year) 01 / 01 / 2019

Anniversary Date: (Month/Day/Year) 01 / 01 / 2020

### Account Information

#### NO CHANGES

#### SEE ADDITIONAL PROVISIONS

Standard Industry Code (SIC): 9111

Employer Identification Number (EIN): 856000679

Address: 1000 Central Avenue Suite 230

City: Los Alamos

State: NM

ZIP: 87544

Administrative Contact: Kat Brophy

Title: Benefits & Pension Manager

Email Address: kat.brophy@lacnm.us

Phone Number: 505-662-8045

Fax Number: 505-662-8000

Wholly Owned Subsidiaries:

Affiliated Companies:

(If Subsidiaries or Affiliated Companies listed above are to be covered, Employer hereby confirms that Employer and the listed Subsidiaries and/or Affiliates are treated as a single employer under Internal Revenue Code Section 414(b), (c) or (m).)

Blue Access for Employers (BAE) Contact: Kat Brophy

(The BAE Contact is the Employee authorized by the Employer to access and maintain the Employer's account in BAE.)

Email Address: kat.brophy@lacnm.us

Phone Number: 505-  
662-8045

Fax Number: 505-662-8000

☒ The Employer or other company listed in this BPA is a public entity or governmental agency/contractor

### Producer of Record Information

#### NO CHANGES

#### SEE ADDITIONAL PROVISIONS

Effective: \_\_\_\_\_

If applicable, the below-named producer(s) or agency(ies) is/are recognized as Employer's Producer of Record (POR) to act as representative in negotiations with and to receive commissions from Blue Cross and Blue Shield of New Mexico, a Division of Health Care Service Corporation (HCSC), a Mutual Legal Reserve Company, and HCSC subsidiaries for the Employer's employee benefit programs. This statement rescinds any and all previous POR appointments for the Employer. The POR is authorized to perform membership transactions on behalf of the Employer. This appointment will remain in effect until withdrawn or superseded in writing by the Employer.

**Producer or Agency to whom commissions are to be paid\***: \_\_\_\_\_

### Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except with written permission of Claim Administrator.

Exhibit A  
Exhibit "8"  
AGR18-704-A1

Tax ID Number (TIN) of ☐ Producer or ☐ Agency: \_\_\_\_\_

Producer #: \_\_\_\_\_

NPN: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Is Producer/Agency appointed with HCSC in New Mexico? ☐ Yes ☐ No

\*The Producer or agency name(s) above to whom commissions are to be paid must exactly match the name(s) on the appointment application(s).

**Schedule of Eligibility**

**NO CHANGES**

**SEE ADDITIONAL PROVISIONS**

Employer has made the following eligibility decisions

1. Eligible Person means:

- ☒ A full-time employee of the Employer.  
☐ A full-time employee of the Employer who is a member of: \_\_\_\_\_ (name of union)  
☐ A part-time employee of the Employer.  
☐ A retiree of the Employer. Define criteria:  
☐ Other: \_\_\_\_\_

Are any classes of employees to be excluded from coverage? ☐ Yes ☐ No

If yes, please identify the classes and describe the exclusion: \_\_\_\_\_

2. Employee Definition

Full-Time Employee means:

- ☒ A person who is regularly scheduled to work a minimum of 20 hours per week and who is on the permanent payroll of the Employer. ☐ Other: \_\_\_\_\_

Part-Time Employee means:

- ☐ A person who is regularly scheduled to work a minimum of \_\_\_\_\_ hours per week and who is on the permanent payroll of the Employer.  
☐ Other: \_\_\_\_\_

3. The Effective Date of termination for a person who ceases to meet the definition of Eligible Person:

- ☐ The date such person ceases to meet the definition of Eligible Person.  
☒ The last day of the calendar month in which such person ceases to meet the definition of an Eligible Person.  
☐ Other: \_\_\_\_\_

4. Select an effective date rule for person who becomes an Eligible Person after the Effective Date of the Employer's health care plan (The effective date must not be later than the 91st calendar day after the date that a newly eligible person becomes eligible for coverage, unless otherwise permitted by applicable law).

- ☐ The date of employment.  
☐ The \_\_\_\_\_ day of employment.  
☐ The \_\_\_\_\_ day of the month following \_\_\_\_\_ month(s) of employment.  
☐ The \_\_\_\_\_ day of the month following \_\_\_\_\_ days of employment.  
☒ The 1st day of the month following the date of employment.  
☐ Other: \_\_\_\_\_

Is the waiting period requirement to be waived on initial group enrollment? ☐ Yes ☐ No

Are there multiple new hire waiting periods? ☐ Yes ☐ No

If yes, please attach eligibility and contribution details for each section.

**Proprietary and Confidential Information of Claim Administrator**

**Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except with written permission of Claim Administrator.**

Exhibit A  
Exhibit "8"  
AGR18-704-A1

5. Domestic Partners covered: ☐ Yes ☒ No

*If yes: a Domestic Partner, is eligible to enroll for coverage.*

*If yes, are Domestic Partners eligible for continuation of coverage?* ☐ Yes ☐ No

*If yes, are dependents of Domestic Partners eligible to enroll for coverage?* ☐ Yes ☐ No

*If yes, are dependents of Domestic Partners eligible for continuation of coverage?* ☐ Yes ☐ No

The Employer is responsible for providing notice of possible tax implications to those Covered Employees with coverage for Domestic Partners.

6. Limiting Age for covered children: Twenty-six (26) years, regardless of presence or absence of a child's financial dependency, residency, student status, employment status, marital status, eligibility for other coverage, or any combination of those factors. Other:

7. Termination of coverage upon reaching the Limiting Age:

☐ The last day of coverage is the day prior to the birthday.

☒ The last day of coverage is the last day of the month in which the limiting age is reached.

☐ The last day of coverage is the last day of the billing month.

☐ The last day of coverage is the last day of the year (12/31) in which the limiting age is reached.

☐ The last day of coverage is the day prior to the Employer's Anniversary Date.

Automatically cancel dependents when they reach the day their coverage terminates

☒ Yes ☐ No

Will coverage for a child who is medically certified as disabled and dependent on the employee terminate upon reaching the Limiting Age even if the child continues to be both disabled and dependent on the employee?

☐ Yes ☒ No

However, such coverage shall be extended in accordance with any applicable federal or state law. *The Employer will notify HCSC of such requirements.*

8. Will extension of benefits due to temporary layoff, disability or leave of absence apply?

☐ Yes (specify number of days below) ☒ No

Temporary Layoff: \_\_\_\_\_ days Disability: \_\_\_\_\_ days Leave of Absence: \_\_\_\_\_ days

*However, benefits shall be extended for the duration of an Eligible Person's leave in accordance with any applicable federal or state law. The Employer will notify HCSC of such requirements.*

9. Enrollment:

*Special Enrollment:* An Eligible Person may apply for coverage, Family coverage or add dependents within thirty-one (31) days of a Special Enrollment qualifying event if he/she did not previously apply prior to his/her Eligibility Date or when otherwise eligible to do so. Such person's Coverage Date, Family Coverage Date, and/or dependent's Coverage Date will be the effective date of the qualifying event or, in the event of Special Enrollment due to marriage or termination of previous coverage, then no later than the first day of the Plan Month following the date of receipt of the person's application of coverage.

An Eligible Person may apply for coverage within sixty (60) days of a Special Enrollment qualifying event in the case either of a loss of coverage under Medicaid or a state Children's Health Insurance program, or eligibility for group coverage where the Eligible Person is deemed qualified for assistance under a state Medicaid or CHIP premium assistance program.

Special Enrollment: ☒ Yes ☐ No

*Late Enrollment:* An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when eligible to do so. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer.

**Proprietary and Confidential Information of Claim Administrator**

**Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except with written permission of Claim Administrator.**

Exhibit A  
Exhibit "8"  
AGR18-704-A1

- ☒ Annual open enrollment – late applicant may apply during open enrollment and be subject to the late applicant provisions.
- ☐ Late applicants may apply at any time – coverage effective date is determined by receipt date and the off cycle allowed rules.

**Open Enrollment:** An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when eligible to do so, during the Employer's Open Enrollment Period. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer. Such date shall be subsequent to the Open Enrollment Period.

Specify Open Enrollment Period: November 8 - December 14

10. \* Does COBRA Auto Cancel apply? ☒ Yes ☐ No

*Member's COBRA/Continuation of Coverage will be automatically cancelled at the end of the member's eligibility period.*

*\*Not recommended for accounts with automated eligibility.*

**CURRENT EMPLOYEE ELIGIBILITY INFORMATION**

☐ **NO CHANGES** ☒ **Current number of Employees enrolled 503** ☐ **SEE ADDITIONAL PROVISIONS**

1. Current Employee Eligibility Information only applies to new accounts. If your account is renewing, please just indicate the current number of enrolled employees (above). **Total number of employees** presently eligible for coverage: \_\_\_\_\_
2. Total number of employees serving new hire eligibility period: \_\_\_\_\_
3. Total number of employees with other coverage (i.e., other group coverage, Medicare, Medicaid, TRICARE/Champus): \_\_\_\_\_
4. Total number of individuals currently covered under COBRA: \_\_\_\_\_

Lines of Business (Check all applicable services)	NO CHANGES	See Additional Comments
<b><u>Medical Plan Services:</u></b> <input type="checkbox"/> PPO: Plan Name <input checked="" type="checkbox"/> Dual Option Plan Name: Blue PPO 35 Plan Name: Blue PPO 45 Plan Name: Blue PPO Options <input type="checkbox"/> EPO <input type="checkbox"/> POS Consortium Pricing (National Groups) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Blue Distinction® Flexible Network  <b><u>Additional Services:</u></b> <input type="checkbox"/> Blue Care Connection® <input checked="" type="checkbox"/> Wellbeing Management <input type="checkbox"/> Wellness Incentives <input type="checkbox"/> Health Advocacy Solutions <input checked="" type="checkbox"/> Well onTarget®	<b><u>Consumer Driven Health Plan:</u></b> <input type="checkbox"/> Health Care Account (HCA) Administrative Services (if purchased, complete separate HCA BPA) <input type="checkbox"/> FSA (Vendor: Select Vendor) <input type="checkbox"/> HSA: (Vendor: Select Vendor)  <b><u>Traditional Coverage:</u></b> <input type="checkbox"/> Out-of-Area (Indemnity)  <b><u>Prescription Drugs:</u></b> <input checked="" type="checkbox"/> Covered under a pharmacy benefit (If selected, the PBM Fee Schedule Addendum must be attached and is part of this BPA) <input type="checkbox"/> Covered under the medical benefit  Pharmacy Network (Select one): <input checked="" type="checkbox"/> Traditional Select Network <input type="checkbox"/> Advantage Network <input type="checkbox"/> Preferred Network	

Proprietary and Confidential Information of Claim Administrator  
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except with written permission of Claim Administrator.

Exhibit A  
Exhibit "8"  
AGR18-704-A1

<input type="checkbox"/> Blue Directions (Private Exchange) <i>(If selected, the Blue Directions Addendum is attached and made a part of the Agreement.)</i>  <input type="checkbox"/> Limited Fiduciary Services for Claims and Appeals  <input type="checkbox"/> Other Select Product <input type="checkbox"/> Other Select Product <input type="checkbox"/> Other Select Product <input type="checkbox"/> Other Select Product <input type="checkbox"/> Other <input type="checkbox"/> Other	<input type="checkbox"/> Elite Network <input type="checkbox"/> Network on PBM Fee Schedule Addendum Drug List: Basic Drug List Other (please specify): _____  <b><u>Ancillary Services:</u></b> <input type="checkbox"/> Dental Plan Services <input type="checkbox"/> Vision Plan Services <input checked="" type="checkbox"/> Stop Loss <i>(if selected, complete separate Exhibit to the Stop Loss Coverage Policy)</i> <input checked="" type="checkbox"/> Dearborn National Life Insurance <i>(if selected, complete separate application)</i> <input type="checkbox"/> COBRA Administrative Services <i>(if selected, complete separate COBRA Administrative Services Addendum)</i>
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**FEE SCHEDULE**

Payment Specifications	NO CHANGES	SEE ADDITIONAL PROVISIONS
<b>Employer Payment Method:</b> <input type="checkbox"/> Online Bill Pay <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Auto Debit <input type="checkbox"/> Check <b>Employer Payment Period:</b> <input checked="" type="checkbox"/> Weekly <i>(cannot be selected if Check is selected as payment method above)</i> <input type="checkbox"/> Semi-Monthly <input type="checkbox"/> Monthly <b>Claim Settlement Period:</b> <input checked="" type="checkbox"/> Monthly <b>Run-Off Period:</b> Employer Payments are to be made for <u>12</u> months following end of Fee Schedule Period. <i>Standard is twelve (12) months.</i> <b>Fee Schedule Period:</b> To begin on Effective Date of Coverage and continue for 12 months. If other than 12 months, please specify: 12 Months.		

Administrative Per Employee Per Month (PEPM) Charges	NO CHANGES	SEE ADDITIONAL PROVISIONS
	<b>Medical</b>	
Administrative Fee	<b><u>\$57.03</u></b>	\$ _____
Dental	\$ _____	\$ _____
Limited Fiduciary Services	<b><u>\$Included</u></b>	\$ _____
Management of the Virtual Visits Program	<b><u>\$Included</u></b>	\$ _____
Wellbeing Management	<b><u>\$Included</u></b>	\$ _____
Health Advocacy Solutions	\$ _____	\$ _____
*Rebate Credit for the Prescription Drug Program	<b><u>\$(26.74)</u></b>	\$ _____
Commissions	\$ _____	\$ _____

**Proprietary and Confidential Information of Claim Administrator**  
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Other: Select Service Category List Service: _____	\$_____	\$_____	\$_____	\$_____
Other: Select Service Category List Service: _____	\$_____	\$_____	\$_____	\$_____
Other: Select Service Category List Service: _____	\$_____	\$_____	\$_____	\$_____
Miscellaneous: _____	\$_____	\$_____	\$_____	\$_____
Miscellaneous: _____	\$_____	\$_____	\$_____	\$_____
<b>Total</b>	<b>\$30.29</b>	\$_____	\$_____	\$_____

\*The Rebate Credit is a per Covered Employee per month credit applied to the monthly billing statement. The Employer and Claim Administrator have agreed to the Rebate Credit and Employer agrees that it and its group health plan have no right to, or legal interest in, any portion of the rebates, either under the pharmacy benefit or the medical benefit, actually provided by the Pharmacy Benefit Manager (PBM) to Claim Administrator and consents to Claim Administrator's retention of all such rebates. The Rebate Credit will be provided from Claim Administrator's own assets and may or may not equal the entire amount of rebates actually provided to Claim Administrator by the PBM or expected to be provided. Rebate Credits shall not continue after termination of the Prescription Drug Program. Employer agrees that any provision in the governing Administrative Services Agreement to the contrary is hereby superseded.

Administrative Line Item Charges		Frequency	Amount
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____		\$_____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____		\$_____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____		\$_____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____		\$_____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____		\$_____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____		\$_____
<b>Total:</b>			<b>\$_____</b>

Other Service and/or Program Fee(s)	NO CHANGES	SEE ADDITIONAL PROVISIONS
<p><b>Not applicable to Grandfathered Plans</b></p> <p><b>External Review Coordination:</b> <input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No   If yes coordination fee: \$700 for each external review requested by a Covered Person that the Claim Administrator coordinates for the Employer in relation to the Employer's Plan. Employer elects the following process:</p> <p><input checked="" type="checkbox"/> Federal Affordable Care Act Process</p> <p><input type="checkbox"/> Employer has selected outside External Review alternatives. Name of outside ERO vendor: _____</p>		

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**Reimbursement Service:** ☒ Yes ☐ No

If yes: The Employer has elected to utilize the reimbursement service offered by the Claim Administrator, the Corporate Reimbursement Subrogation department. It is understood and agreed that in the event the Claim Administrator makes a recovery on a third-party liability claim, the Claim Administrator will retain 25% of any recovered amounts other than recovered amounts received as a result of or associated with any Workers' Compensation Law.

**Claim Administrator's Third Party Recovery Vendors and Law Firms (other than Reimbursement Services):**

Employer will pay no more than 25% of any recovered amount made by Claim Administrator's Third Party Recovery Vendor. Employer will pay no more than 35% of any recovered amount made by Claim Administrator's third party law firm.

**Alternative Compensation Arrangements:** Employer acknowledges and agrees that Claim Administrator has Alternative Compensation Arrangements with contracted Providers, including but not limited to Accountable Care Organizations and other Value Based Programs. Further information concerning Employer's payment for Covered Services under such Arrangements is described in the Administrative Services Agreement.

**Virtual Visits Program:** ☒ Yes ☐ No If yes, Covered Persons would be able to obtain certain Covered Services remotely via video or audio only (where available) capability from Providers participating in the Virtual Visit program.

**Termination Administrative Charge**

As applies to the Run-Off Period indicated in the Payment Specifications section above:

- i. **For service charges (including, but not limited to, access fees) billed on a per Covered Employee basis at the time of termination of the Agreement or partial termination of Covered Employees**, the Termination Administrative Charge will be the amount equal to ten percent (10%) of the annualized charges based on the service charges in effect as of the termination date or date of partial termination and the Plan participation of the two (2) months immediately preceding the termination date or date of partial termination. Such aggregate amount will be due the Claim Administrator within ten (10) days of the Claim Administrator's notification to the Employer of the Termination Administrative Charge described herein
- ii. **For service charges (including, but not limited to, access fees) billed on a basis other than per Covered Employee at the time of termination of the Agreement or partial termination of Covered Employees**, the Termination Administrative Charge will be such service charges in effect at the time of termination of the Agreement or partial termination of Covered Employees to be applied and billed by the Claim Administrator, and paid by the Employer, in the same manner as prior to termination of the Agreement or partial termination of Covered Employees.

The Termination Administrative Charge applicable to the Run-Off Period shall be equal to the sum of the amounts obtained by multiplying the total number of Covered Employees by category (*per Covered Employee per individual or family composite*) during the three (3) months immediately preceding the date of termination by the appropriate factor shown below.

Service	Medical			
Medical Run-off Administration Charge:	<u>\$21.96</u>	\$_____	\$_____	\$_____
Dental Run-off Administration Charge	\$_____	\$_____	\$_____	\$_____
Miscellaneous	\$_____	\$_____	\$_____	\$_____
Miscellaneous	\$_____	\$_____	\$_____	\$_____
<b>Total:</b>	<u>\$21.96</u>	\$_____	\$_____	\$_____

**Other Provisions**

**NO CHANGES**

**SEE ADDITIONAL PROVISIONS**

1. Summary of Benefits & Coverage:

a. Will Claim Administrator create Summary of Benefits & Coverage (SBC)?

- ☒ Yes. Please answer question b. The SBC Addendum is attached.  
☐ No. If No, then skip question b and refer to the Administrative Services Agreement for further information.

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b. Will Claim Administrator distribute Summary of Benefits & Coverage (SBC) to participants and beneficiaries?

- ☒ No. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and provide SBC to Employer in electronic format. Employer will then distribute SBC to participants and beneficiaries (or hire a third party to distribute) as required by law.
- ☐ Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and provide SBC to Employer in electronic format. Employer will then distribute to participants and beneficiaries as required by law, except that Claim Administrator will send the SBC in response to the occasional request received directly from individuals.
- ☐ Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and distribute SBC to participants and beneficiaries via regular hardcopy mail or electronically. Distribution Fee for hardcopy mail is \$1.50 per package. The distribution fee will not apply to SBCs that Claim Administrator sends in response to the occasional request received directly from individuals.

2. Does the Employer direct Claim Administrator to provide written statements of creditable coverage to its Covered Employees who reside, or have enrolled dependents who reside, in Massachusetts and file electronic reports to the Massachusetts Department of Revenue in a manner consistent with the requirements under the Massachusetts Health Care Reform Act? ☒ Yes ☐ No

If no: The Employer acknowledges it will provide written statements and electronic reporting to the Massachusetts Department of Revenue as required by the Massachusetts Health Care Reform Act.

3. Case Management Program: ☒ Yes ☐ No *The undersigned representative authorizes provision of alternative benefits for services rendered to Covered Persons for Utilization Management, Case Management, and other health care management programs.*

4. Employer acknowledges and agrees to utilize Claim Administrator's standard list of services and supplies for which pre-notification or preauthorization is required: ☒ Yes ☐ No If no, Employer authorizes Claim Administrator to post Employer's pre-notification or preauthorization requirements on Claim Administrator's Website: ☐ Yes ☐ No

5. Essential Health Benefits ("EHB") Election:

Employer elects EHBs based on the following:

☒ 1. EHBs based on a HCSC state benchmark: ☐ Illinois ☐ Oklahoma ☐ Montana ☐ Texas ☒ New Mexico

☐ 2. EHBs based on benchmark of a state other than IL, MT, NM, OK and TX

If so, indicate the state's benchmark that Employer elects: \_\_\_\_

☐ 3. Other EHB, as determined by Employer

In the absence of an affirmative selection by Employer of its EHBs, then Employer is deemed to have elected the EHBs based on the New Mexico benchmark plan.

6. This ASO BPA is binding on both parties and is incorporated into and made a part of the Administrative Services Agreement with both such documents to be referred to collectively as the "Agreement" unless specified otherwise.

7. Producer/Consultant Compensation

The Employer acknowledges that if any producer/consultant acts on its behalf for purposes of purchasing services in connection with the Employer's Plan under the Administrative Services Agreement to which this ASO BPA is attached, the Claim Administrator may pay the Employer's producer/consultant a commission and/or other compensation in connection with such services under the Agreement. If the Employer desires additional information regarding commissions and/or other compensation paid the producer/consultant by the Claim Administrator in connection with services under the Agreement, the Employer should contact its producer/consultant.

**Additional Provisions:** 1. Claim payments are settle within 10 days. 2. BlueCard Program/Network Access fees are the lesser of up to 10% of the discount or \$2000 per claim. 3. Admin fee includes Claims Fiduciary, Wellbeing Management and Virtual Visits(Md Live). 4. The medical admin fee is capped at \$59.03 for 2020 and \$61.09 for 2021. 5.

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A minimum rebate credit of \$20.03 is guaranteed for 2020. 6. Administrative services includes performance guarantees for services and discounts. The PG Exhibit, Network Discount Exhibit and PG Addendum are part of this BPA. 7. \$25,000 Wellness Consulting Package for three years to be billed in 2019. 8. A one-time wellness credit of \$25,000 will be provided in 2019 to cover the cost of the Wellness Consulting Package.

**I UNDERSTAND AND AGREE THAT:**

1. HCSC will report the value of all remuneration by HCSC to ERISA plans with 100 or more participants for use in preparation of ERISA Form 5500 schedules. Reporting will also be provided upon request to non-ERISA plans or plans with fewer than 100 participants. Reporting will include base commissions, bonuses, incentives, or other forms of remuneration for which your agent/consultant is eligible for the sale or renewal of self-funded and/or insured products.

**Signature**

\_\_\_\_\_  
Sales Representative

\_\_\_\_\_  
Signature of Authorized Purchaser

\_\_\_\_\_  
District Phone & FAX Numbers

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Producer Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Producer Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Producer Address

\_\_\_\_\_  
Producer Phone & FAX Numbers

\_\_\_\_\_  
Producer Email Address

\_\_\_\_\_  
Tax I.D. No.

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**PROXY**

The undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members is scheduled to be held each year in the corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice provided to the member not less than thirty (30) nor more than sixty (60) days prior to such meetings. This proxy shall remain in effect until revoked in writing by the undersigned at least twenty (20) days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members.

From time to time, HCSC pays indemnification or advances expenses to directors, officers, employees or agents consistent with HCSC's bylaws then in force and as otherwise required by applicable law.

Group No.: \_\_\_\_\_ By: \_\_\_\_\_  
Print Signer's Name Here  
➡ \_\_\_\_\_  
Signature and Title  
Group Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP \_\_\_\_\_  
Dated this \_\_\_\_\_ day of \_\_\_\_\_  
Month Year

**Proprietary and Confidential Information of Claim Administrator**  
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Exhibit A  
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**PBM Fee Schedule Addendum to the Benefit Program Application**

<b>Incorporated County of Los Alamos</b>	
<b>Term:</b> 01/01/2019-12/31/19	<b>Employees:</b> 503
<b>Guaranteed Traditional Aggregate Pricing Arrangement C**</b>	
<b>Traditional Select Network and Basic Drug List</b>	
<b>RETAIL</b>	
<b>Brand</b>	<b>Generic</b>
<b>AWP minus</b>	<b>AWP minus</b>
19.25%	82.55%
<b>DISPENSING FEE</b>	
<b>Brand</b>	<b>Generic</b>
\$1.05	\$1.05
<b>MAIL</b>	
<b>Brand</b>	<b>Generic</b>
<b>AWP minus</b>	<b>AWP minus</b>
22.25%	82.85%
<b>DISPENSING FEE:</b>	\$0.00
<b>EXTENDED SUPPLY NETWORK ("ESN") (If Applicable)</b>	
<b>Brand</b>	<b>Generic</b>
<b>AWP minus</b>	<b>AWP minus</b>
21.05%	81.95%
<b>DISPENSING FEE:</b>	\$0.00
<b>Aggregate Specialty Discount</b>	
Pricing based on Employer's use of the Prime Specialty network	AWP minus: 18.00%
<b>DISPENSING FEE:</b>	\$0.00
<b>Rebate Credits to Employer:</b>	
<b>PEPM Rebate Credits to Employer:</b>	\$26.74
<b>Employer Administration Fees:</b>	
<b>PBM Administration Fees PEPM:</b>	\$0.00

Additional Provisions:

<sup>1</sup> Employer will be billed for retail brand and retail generic prescriptions, mail brand and mail generic prescriptions, ESN brand and ESN generic, and Specialty pharmacy claims (excluding compound prescriptions) based on the lesser of (a) U&C or (b) PBM's adjudication rate schedule(s) that is/are intended to achieve, on an aggregate calendar-year basis, the AWP discounts and Dispensing Fees shown above for all of Claim Administrator's group customers that have purchased the above specific pricing arrangement ("Groups with the Pricing Arrangement") and use the above Network (the "Employer's Contract Rates").

For purposes of setting Employer's Contract Rates and calculating whether the AWP discounts and Dispensing Fees have been achieved:

- a. "Brand" products include "Brand Drugs" as defined in the PBM Exhibit and also include generic products that are available from no greater than three (3) generic manufacturers; and
- b. "Generic" products include all products not defined in (a), above, as "Brand" products.

Employer acknowledges and agrees that Employer's Contract Rates may vary based on market influences and as necessary to achieve the AWP discounts and Dispensing Fees shown above, on an aggregate calendar year basis, for Groups with the Pricing Arrangement that use the above Network. However, such variation for Brand products in each of the Retail, Mail, and ESN categories (on an aggregate annual basis) may only vary by +/-3% from the applicable AWP discount shown above.

Employer will be billed the above Dispensing Fee (such Fee may be included in the amount billed to Employer) unless the Employer is billed based on the U&C price. If the Employer is billed based on the U&C price, then the Dispensing Fee is included in such U&C price.

Employer will be billed for Compound Drug claims based on the applicable discounted rate in the Network Contract.

Employer will be billed for Foreign Claims based on an amount equal to the amount billed by the pharmacy.

Employer will be billed for out-of-network claims based on the pricing set forth in the Administrative Services Agreement and/or PBM Exhibit, as applicable.

If the AWP discounts and Dispensing Fees shown above are not achieved for a particular calendar year, for Groups with the Pricing Arrangement that use the above Network, then Employer will be credited, no later than 180 days after the end of each calendar year during the Term, an amount calculated as follows:

- First, the total aggregate shortfall dollar amount for the calendar year for Groups with the Pricing Arrangement that use the above Network will be calculated by comparing the actual performance of each of the above categories (Retail, Mail, ESN, and Specialty) with the corresponding AWP discounts and Dispensing Fees shown above for each category. The amount of any performance in any category that exceeds the above AWP discounts and Dispensing Fees will be used to offset any and all shortfall(s) in any or all categories. The above aggregate shortfall, if any, is then divided by total claims for Groups with the Pricing Arrangement that use the above Network, and did not terminate their Addendum prior to their anniversary date, for the calendar year ("Per Claim Amount"). Then the Per Claim Amount will be multiplied by Employer's total claims for that calendar year to calculate the reconciliation credit. However, if Employer terminates this Addendum prior to its anniversary date and the above Guaranteed Traditional Aggregate Pricing Arrangement is not achieved, then Employer will not be eligible to receive such credit.
- For purposes of determining if a shortfall exists, claims billed to Employer based on the U&C price will be considered to have \$0.00 Dispensing Fees.
- Compound Drug claims, Foreign Claims, reversed claims, and out-of-network claims are excluded from the calculation of whether the AWP discounts and Dispensing Fees shown above have been achieved and also are excluded from the calculation of any shortfall credit for Employer.
- If the AWP discounts and Dispensing Fees shown above are exceeded for Groups with the Pricing Arrangement that use the above Network, then Employer will not receive any credit, and there will not be a year-end settlement.
- Under the Guaranteed Traditional Aggregate Pricing Arrangement any particular group customer's experience relative to the pricing guarantees will not determine its eligibility for a credit. Group customer's eligibility for a credit is determined based on the aggregate experience of all group customers that have purchased the Pricing Arrangement and use the above Network. As such, an individual group customer may have experience that does not meet, or exceeds, the AWP discounts and Dispensing Fees shown above. In addition, when there is a reconciliation credit, it is allocated in a manner described above and not based on any particular group's experience (other than number of claims).

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PBM uses Medi-Span as the pricing source to establish AWP, for purposes of calculating whether the above AWP discounts have been achieved.

Members’ cost share is the applicable copayment, deductible, and/or coinsurance, which coinsurance is calculated based on the Employer’s Contract Rate or the applicable out-of-network pricing. Zero balance logic is not employed.

AWP discounts are based on the actual NDC-11 dispensed.

AWP discounts do not include savings from drug utilization review or other clinical or medical management programs.

The above Guaranteed Traditional Aggregate Pricing Arrangement, Rebate Credits and Administrative Fees may be subject to change if the Employer’s claims include 340B pricing.

In addition to the rights of the parties under the PBM Exhibit, if changes occur within the pharmacy benefit management marketplace which lead to a significant deviation from the current economic environment, both parties agree to engage in good faith negotiations to amend this Addendum to make impact on both parties commercially reasonably economically neutral. If the parties cannot agree on the terms of the amendment, either party shall be allowed to (a) proceed to dispute resolution, as set forth in the Administrative Services Agreement or (b) terminate this Addendum with 90 days’ prior written notice to the other party. Failure to reach agreement on the amendment shall not be a breach of contract.

The above Guaranteed Traditional Aggregate Pricing Arrangement, Rebate Credits and Administrative Fees are based on the Network and Drug List shown above.

Unless otherwise specified in this Addendum, capitalized terms used in this Addendum shall have the meanings set forth in the Administrative Services Agreement or the PBM Exhibit, as applicable.

\* Employer Payments to Claim Administrator for Covered Services provided by Network Participants are calculated based on the pricing terms set forth in this Addendum which shall remain in effect for the term of this Addendum to the extent described in the Administrative Services Agreement. Such pricing may or may not equal the amounts actually paid to the Network Participants or received from drug manufacturers (e.g., rebates), or the amounts paid or received between Claim Administrator and the PBM. As a result, the PBM or Claim Administrator may realize positive margin on prescriptions filled at retail, mail order, ESN or specialty pharmacies or prescription drug rebates. Employer acknowledges that it has negotiated for the specific traditional pricing terms set forth in this Addendum, and that it and its group health plan have no right to, or legal interest in, any portion of any positive margin retained by Claim Administrator or PBM and consents to Claim Administrator’s and PBM’s retention of all such amounts.

\_\_\_\_\_  
Signature of Authorized Purchaser

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Exhibit A**  
**Exhibit "10"**  
**AGR18-704-A1**  
**EMPLOYER NAME: COUNTY OF LOS**  
**ALAMOS Employer Account Number:**  
**251305 Employer Group Number: 251307**

Effective for the Settlement Period beginning **January 1, 2019, and ending December 31, 2019**

Performance guarantees are contingent upon adherence to the terms and conditions of Addendum-PG to which this Exhibit is attached and maintaining an enrollment in the Plan medical benefit coverage administered by Claim Administrator of not less than **450** Covered Employees. Performance measurement will begin **January 1, 2019**. Performance Guarantees are measured and settled annually.

<b>SERVICE - Medical</b>	<b>Defined Performance Guarantees</b>	<b>Performance Guarantee</b>	<b>Percentage of the Administrative Charge at Risk</b>
<b>Claims Processing Turnaround Time – All Claims</b>	<p><b>Claims Processing Turnaround Time</b> means the period beginning on the date the Claim Administrator or Host Blue Plan receives a Claim for processing through the date the Claim passes all system edits and benefits are approved or denied by the Claim Administrator. The performance guarantee is measured as a percent of all Claims processed within 30 calendar days.</p> <p>Method of Measurement: The number of Claims processed in 30 calendar days divided by the total number of claims. Measurement is based on claims processed for those customers assigned to the Unit.</p>	<p>97.0% - 100%</p> <p>95.0% - 96.9%</p> <p>0% - 94.9%</p>	<p>0%</p> <p>1%</p> <p>2%</p>
<b>Claim Processing Accuracy</b>	<p><b>Claim Processing Accuracy</b> is defined as the percent of Claims processed accurately in accordance with the provisions of the medical benefit coverage administered by the Claim Administrator. Claim Processing Accuracy refers to Claims without processing errors such as:</p> <ol style="list-style-type: none"> <li>1. Coding - incorrect claim data entry.</li> <li>2. Failure to adhere to the Employer's health care benefit program design.</li> <li>3. Failure to adhere to the administrative procedures.</li> <li>4. System generated errors, benefit programming errors, calculation errors.</li> <li>5. Excluding: <ol style="list-style-type: none"> <li>a. Any administrative inaccuracies that do not impact claims disposition or customer reporting;</li> <li>b. Errors entered by providers of service;</li> <li>c. Benefits provided to an ineligible claimant due to the Employer's failure to provide timely and accurate eligibility information to the Claim Administrator.</li> </ol> </li> </ol> <p>Method of measurement: The accuracy rate is determined from a statistically valid random stratified sample audit of all Claims processed during the settlement period. A Claim Processing Accuracy percentage is calculated for each stratum by dividing the number of accurately processed Claims by the number of Claims selected in the stratum. Each accuracy</p>	<p>95.0% - 100%</p> <p>93.0% - 94.9%</p> <p>0% - 92.9%</p>	<p>0%</p> <p>1%</p> <p>2%</p>

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SERVICE - Medical	Defined Performance Guarantees	Performance Guarantee	Percentage of the Administrative Charge at Risk
	percentage is then weighted according to the total claim population. The Claim Processing Accuracy rate is determined by summing the weighted accuracy from each stratum. Measurement is based on an audit of claims processed for those customers assigned to the Unit.		
<b>Claim Financial Accuracy</b>	<p><b>Claim Financial Accuracy</b> means the percent of dollars paid accurately in accordance with the provisions of the medical benefit coverage administered by the Claim Administrator.</p> <p>Method of measurement: The accuracy rate is determined from a statistically valid random stratified sample audit of all Claims paid during the Settlement Period. Total dollars overpaid and total dollars underpaid are projected over each stratum. Claim Financial Accuracy is computed by summing the projected overpayments and the projected underpayments (<i>absolute value</i>) from each stratum and dividing by the total dollars paid in the population. The end result is subtracted from one for the accuracy rate. Measurement is based on an audit of claims processed for those customers assigned to the Unit.</p>	98.0% - 100% 96.0% - 97.9% 0% - 95.9%	0% 1% 2%
<b>Customer Service</b>	<p><b>Average Speed of Answer of Telephone Calls</b>, calculated over the complete business day, is defined as the time a caller spends on hold until a customer advocate becomes available.</p> <p>Method of measurement: The average speed of answer will be calculated by dividing the total length of time for all calls, measured from the time a call is queued by the automated telephone system for the next available customer advocate until the time the caller is connected with a customer advocate, by the total number of calls connected with a customer advocate during the Settlement Period. The Average Speed to Answer is provided by telephone reports that compute the average number of seconds that Callers spend on hold waiting for their Call to be answered. Standard is measured using member calls for those customers assigned to the Unit.</p> <p><b>Abandoned Calls</b> are defined as calls, calculated over the complete business day, that reach the facility and are placed in a queue, but are not answered because the caller hangs up before a customer advocate becomes available. Any calls abandoned or terminated by the caller prior to 30 seconds will not be counted as Abandoned Calls. Standard is measured using member calls for those customers assigned to the Unit.</p>	0 - 30 seconds 31 - 60 seconds 61 seconds or more          0% - 3.0% 3.1% - 5.0% 5.1% - 100%	0% 1% 2%          0% 1% 2%
<b>Total Medical</b>			<b>10%</b>

FINANCIAL	Defined Performance Guarantees	Performance Guarantee	Percentage of the Administrative Charge at Risk
Network Discount Savings	<p><b>Network Discount Savings</b> is defined as the percentage of total eligible provider billed charges saved due to Network Provider discounts.</p> <p>Method of measurement: Total Eligible billed amount less total Allowed amount equals Provider Savings. The total Provider Savings divided by the Eligible billed amount equals the overall Network Discount Savings. Excluded from measurement are Medicare-related claims, claims with Coordination of Benefits, prescription drug claims, and claims with total paid in excess of \$100,000. Employer must maintain a minimum enrolled in the Plan.</p>	See Attached Exhibit	See Attached Exhibit

IN WITNESS WHEREOF, the parties have executed this Exhibit-PG to remain in effect for the indicated period of time.

**BLUE CROSS AND BLUE SHIELD OF NEW MEXICO,**  
**a Division of Health Care Service Corporation, a Mutual**  
**Legal Reserve Company**

**COUNTY OF LOS ALAMOS**

By: 

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

Joseph P. Hrinda, Jr.

Please Print Name

\_\_\_\_\_

Please Print Name

Title: Divisional Senior Vice President,  
Chief Underwriting Officer

Title: \_\_\_\_\_

Date: August 31, 2018

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

EXHIBIT A

Exhibit "11"  
AGR18-704-A1

BlueCross BlueShield  
of New Mexico

APPLICATION FOR STOP LOSS COVERAGE

**Employer Group Name:** Incorporated County of Los Alamos  
**Employer Group Address:** 1000 Central Avenue Suite 230  
**City:** Los Alamos **State of Situs:** NM **Zip Code:** 87544  
**Account Number:** 251305  
**Employer Group Number(s):** 251307  
**Current Effective Date of Agreement** 01/01/2019  
**Current Policy Period:** These specifications are for the Policy Period commencing on 01/01/2019 and ending on 12/31/2019  
**Stop Loss Premium Due:** 30 Calendar days following receipt of billing

The specifications below shall become effective on the first day of the Policy Period specified above and shall continue in full force and effect until the earliest of the following dates: (1) The last day of the Policy Period; (2) The date the Agreement terminates; or (3) The date this Application is superseded in whole or in part by a later executed Application.

**A. Aggregate Stop Loss Coverage:** ☒ Yes ☐ No  
If yes, complete items 1 through 9 below.

1. ☐ New Coverage ☒ Renewal of Existing Coverage

2. Stop Loss Coverage during the current Policy Period:

☐ New Coverage (Select one from below):

☐ Incurred and paid during the Policy Period: Claims incurred and paid from to

☐ Incurred with Run-Out: Claims incurred from to  
and Claims paid from to

☐ Run-in coverage: Claims incurred from to  
and Claims paid from to

If coverage is for claims incurred prior to the effective date of the Policy and paid by Policyholder's prior claim administrator, then such claims must be reported by the Policyholder to the Company (Blue Cross and Blue Shield of New Mexico, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) and paid by the Policyholder's prior claim administrator by the end of the current Policy Period.

☒ Renewal of Existing Coverage:

☒ Claim Administrator's Claims: Claims incurred on or after the original Effective Date of Agreement

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company  
an Independent Licensee of the Blue Cross and Blue Shield Association

NM\_StopLoss\_App-06/17

Attachment A

Los Alamos County Council  
Regular Meeting  
October 30, 2018  
Item 8.A.



☐ Incurred with Run-Out:      Claims incurred from      to      and Claims paid from      to

- ☒ Medical Claims
- ☒ Outpatient Prescription Drug Claims with Company's Pharmacy Benefit Manager
- ☐ Outpatient Prescription Drug Claims with Policyholder's Pharmacy Benefit Manager: \_\_\_\_\_
- ☐ Dental Claims
- ☐ Other (please specify): \_\_\_\_\_

- Attachment Factor:
- 125%
- of the Average Claim Value

- a. Employer's Claim Liability for each Policy Period shall be the sum of the Monthly amounts obtained by multiplying the number of Individual and Family Coverage Units for each Month by the following factors:

\$1428.00 for each Employee/Family Coverage Unit

Please use the continuous text field directly below for any other structure (leaving the fields above blank).  
Note: you can use the "return" key to create additional rows, if needed:

- \$541.24 for each Employee/Family Coverage Unit

Please use the continuous text field directly below for any other structure (leaving the fields above blank).  
Note: you can use the "return" key to create additional rows, if needed:

- iii. Any claims in excess of the Individual (Specific) Stop Loss Claims maximum Point of Attachment

if any, that exceeds the Aggregate Point of Attachment. The Aggregate Point of Attachment shall equal the sum of the Employer's Claim Liability amounts calculated Monthly as described in Item 5.a. above for the current Policy Period.

- b. In the event of termination at the end of the current Policy Period, the Final Settlement Aggregate Point of Attachment shall equal the sum of the Employer's Claim Liability amount for the Final Policy Period and the Employer's Run-Off Claim Liability calculated as described in item 5.b. above. However, for the indicated Policy Period the minimum Aggregate Point of Attachment shall be \$7,726,620.

8. Stop Loss Premium (Select one):

☐ Annual Premium (Due on the first day of the current Policy Period): \$\_\_\_\_\_.

☒ Monthly Premium shall be equal to the amounts obtained by multiplying the number of Individual and Family Coverage Units for a particular Month by:

\$1.46 for each Employee Coverage Unit

\$1.46 for each Employee/Family Coverage Unit

*Please use the continuous text field directly below for any other structure (leaving the fields above blank). Note: you can use the "return" key to create additional rows, if needed:*

\_\_\_\_\_

9. The premium is based upon a current membership of 156 Individual Coverage Units and 345 Family Coverage Units.

**B. Individual (Specific) Stop Loss Coverage:** ☒ Yes ☐ No

If yes, complete items 1 through 6 below.

1. ☐ New Coverage ☒ Renewal of Existing Coverage

2. Stop Loss Coverage Period:

☐ New Coverage (Select one from below):

☐ Incurred and paid during the Policy Period: Claims incurred and paid from \_\_\_\_\_ to \_\_\_\_\_

☐ Incurred with Run-Out: Claims incurred from \_\_\_\_\_ to \_\_\_\_\_  
and Claims paid from \_\_\_\_\_ to \_\_\_\_\_

☐ Run-in coverage: Claims incurred from \_\_\_\_\_ to \_\_\_\_\_  
and Claims paid from \_\_\_\_\_ to \_\_\_\_\_

If coverage is for claims incurred prior to the effective date of the Policy and paid by Policyholder's prior claim administrator, then such claims must be reported by the Policyholder to the Company (Blue Cross and Blue Shield of New Mexico, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) and paid by the Policyholder's prior claim administrator by the end of the current Policy Period.

☒ Renewal of Existing Coverage:

☒ Claim Administrator's Claims: Claims incurred on or after the original Effective Date of Agreement and paid during the Policy Period.

☐ Incurred with Run-Out: Claims incurred from \_\_\_\_\_ to \_\_\_\_\_  
and Claims paid from \_\_\_\_\_ to \_\_\_\_\_

3. Individual (Specific) Stop Loss Coverage shall apply to:

- ☒ Medical Claims
- ☒ Outpatient Prescription Drug Claims with Company's Pharmacy Benefit Manager
- ☐ Outpatient Prescription Drug with Policyholder's Pharmacy Benefit Manager \_\_\_\_\_
- ☐ Dental Claims
- ☐ Vision Claims
- ☐ Other (please specify): \_\_\_\_\_

4. Individual (Specific) Stop Loss Claims

a. For each other Covered Person:

The amount of Paid Claims during the current Policy Period in excess of the Individual Point of Attachment of \$125,000 per Covered Person but not to exceed a maximum Point of Attachment of \$ unlimited per Policy Period. Paid Claims in excess of the maximum Point of Attachment shall not be eligible to satisfy the Aggregate Point of Attachment. Such amount shall apply for the current Policy Period.

b. Covered Person per Lifetime Maximum:

The Individual (Specific) Stop Loss Claims shall not exceed unlimited per Covered Person per Lifetime. Paid Claims in excess of the Covered Person per Lifetime Maximum shall not be eligible to satisfy the Aggregate Point of Attachment.

Point of Attachment: ☒ Includes Claim Administrator's Provider Access Fee  
☐ Excludes Claim Administrator's Provider Access Fee

5. Stop Loss Premium (select one):

☐ Annual Premium (Due on the first day of the current Policy Period): \$\_\_\_\_\_.

☒ Monthly Premium shall be equal to the amounts obtained by multiplying the number of Individual and Family Coverage Units for a particular Month by:

\$118.40 for each Employee Coverage Unit

\$118.40 for each Employee/Family Coverage Unit

Please use the continuous text field directly below for any other structure (leaving the fields above blank). Note: you can use the "return" key to create additional rows, if needed:

\_\_\_\_\_

6. The premium is based upon a current membership of 156 Individual Coverage Units and 345 Family Coverage Units.

**Additional Provisions:**

\_\_\_\_\_

The undersigned person represents that he/she is authorized and responsible for purchasing stop loss coverage on behalf of the Employer Group. It is understood that the actual terms and conditions of coverage are those contained in this Application the Agreement into which this Application shall be incorporated at the time of acceptance by Blue Cross and Blue Shield of New Mexico, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company ("HCSC"). Upon acceptance, HCSC shall issue a Stop Loss Coverage Agreement to the Employer Group. Upon acceptance of this Application and issuance of the Agreement, the Employer Group shall be referred to as the "Policyholder."

James Bloom  
Sales Representative

Signature of Authorized Purchaser

Cesar Guerrero  
Name of Underwriter

Title of Authorized Purchaser

Signature of Underwriter

Date

INTERNAL USE ONLY	Date Application approved by Underwriting:
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Exhibit "A"  
Exhibit 12  
AGR18-704-A1



**County of Los Alamos**

January 1, 2019 - December 31, 2019

Network Discount Guarantee

Medical Claims Only

Claims Paid 01/01/19 Through 12/31/19

**Guaranteed Discount Percentage 38.0%**

Actual Discounts		Admin Fee Penalty
36.00%	or Higher	0.0%
35.00%	to 35.99%	1.0%
34.00%	to 34.99%	2.0%
33.00%	to 33.99%	3.0%
32.00%	to 32.99%	4.0%
31.99%	or Lower	5.0%

1. The formula for the Overall Network Discount Percentage calculation is as follows:

(Eligible/Covered Claims less Allowed Claims equals the Provider Savings. The Provider Savings divided by the Eligible/Covered Claims equals the Overall Network Discount %).

2. Both In-Network and Out-of-Network claims are included in the Overall Network Discount Percentage calculation.

3. Network Discount Guarantee applies only to eligible employees and retirees who enroll in the proposed BCBS benefit plans.

4. BCBS will exclude all claims in excess of \$100,000, claims the Employer authorizes to be paid on an exception basis, Medicare claims, claims with COB, Prescription Drug claims, Specialty Rx, claims not covered/processed by BCBS, and claims for non-contracted providers paid at the in-network level of benefits.

5. BCBS reserves the right to re-evaluate and re-establish the Guaranteed Discount Percentage if participation changes by +/- 10.0%, and/or the distribution of enrolled employees between geographic areas, the single/family mix, or age/gender composition of the group changes significantly.

6. BCBS reserves the right to void this Network Discount Guarantee if there are less than 451 employees enrolled in the plan.

7. BCBS reserves the right to re-evaluate and re-establish the Guaranteed Discount Percentage if Medicare changes its payment systems during the term of this Network Discount Guarantee.

8. BCBS reserves the right to re-evaluate and re-establish the Guaranteed Discount Percentage if there is a change in the benefit plan design.

9. BCBS reserves the right to re-evaluate and re-establish the Guaranteed Discount Percentage if a narrow or high performance network is elected.

10. Administrative Fee at Risk will be finalized upon sale of the Network Discount Guarantee.

11. Administrative Fee at Risk is the Medical Administration fee only. It does not include any additional elected services such as Fiduciary, BCC, etc.

12. Any penalty paid will be dollar for dollar up to the maximum amount at risk for each tier.

13. Guaranteed Discount Percentage is only valid for the quoted policy period.

**\*Amount at Risk is based on current enrollment of 501 HCSC Primary employees. Actual amount at risk is subject to change based on final enrollment of employees who select BCBS coverage.**

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company,  
an Independent Licensee of the Blue Cross and Blue Shield Association



# County of Los Alamos

## Staff Report

November 13, 2018

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** C.

**Index (Council Goals):** \* 2018 Council Goal – Quality Governance – Operational Excellence – Maintain Quality Essential Services and Supporting Infrastructure Including Updated Enterprise Software and Permitting

**Presenters:** James Alarid, Deputy Utilities Manager - Engineering

**Legislative File:** 11387-18

---

### **Title**

Vacation of Easement Within Lot 264, a Subdivision of Eastern Area No. 2

### **Recommended Action**

**I move that Council approve the vacation of easement within lot 264, a subdivision of Eastern Area No. 2**

### **Utilities Manager Recommendation**

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

### **Body**

The easement being vacated is associated with an abandoned overhead utility. The easement is no longer needed. The County Code grants Council the authority to sell, lease, exchange or otherwise transfer county-owned real property and interests in real property (Sec. 14-31 (4)).

### **Alternatives**

If the easement is not vacated the encumbrance on the property will remain.

### **Attachments**

A - Vacation of Easement

**VACATION OF UTILITY EASEMENT**

NAME: Brandon Smith and Nicole Smith

PROPERTY ADDRESS: 505 Quartz Street, Los Alamos, N.M. 87544

LOT: 264, SUBDIVISION: Eastern Area No. 2


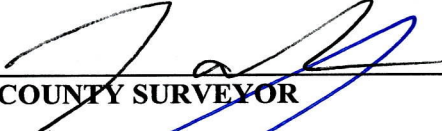

The Incorporated County of Los Alamos has determined that the County no longer requires and hereby vacates the utility easements described as follows:

**DESCRIPTION**

Those utility easements lying and being within Lot 264, Eastern Area No. 2, Los Alamos County, New Mexico, the Plat thereof filed for record in the Office of the Clerk at Plat Book 1, Page 57 on August 6, 1965, as shown on that Plot Plan marked Exhibit "A", attached hereto and made a part hereof.

This Vacation of Utility Easement in no way effects, reduces or diminishes any other Easement or Usage, either Drainage or Utility, held by the Incorporated County of Los Alamos except as herein specifically provided. All other Grants of Easement, whether Drainage or Utility, shall be and remain in full force and effect.

**THIS VACATION OF UTILITY EASEMENT HAS BEEN REVIEWED BY ME AND IS ACCEPTABLE TO THE DEPARTMENT THAT I REPRESENT:**

	<u>10/25/18</u>
COUNTY ENGINEER	DATE
	<u>10/25/18</u>
COUNTY SURVEYOR	DATE
	<u>10/25/18</u>
DEPARTMENT OF PUBLIC UTILITIES	DATE

ATTEST:  
Naomi Maestas


INCORPORATED COUNTY OF LOS ALAMOS


By: \_\_\_\_\_  
County Clerk

\_\_\_\_\_  
COUNCIL CHAIRPERSON      DATE

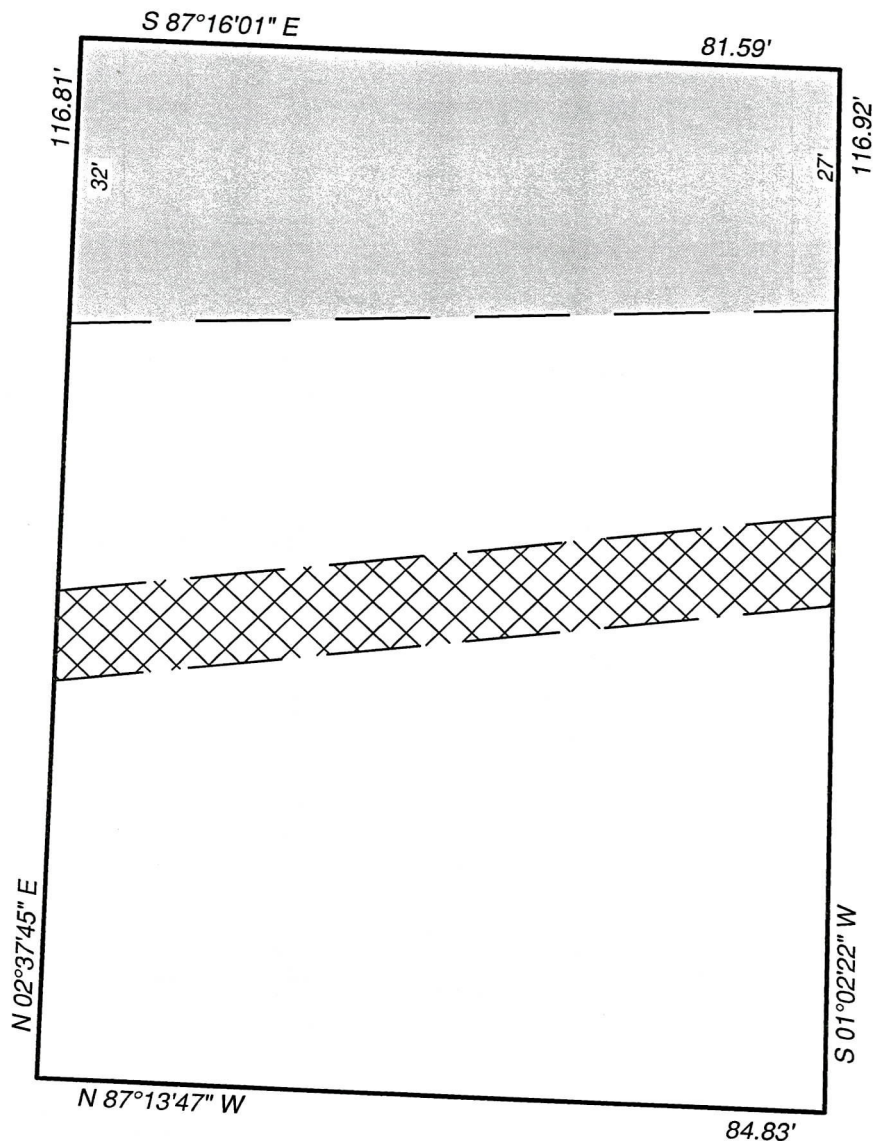


**PLOT PLAN FOR  
VACATION OF UTILITY EASEMENT  
WITHIN  
LOT 264,  
EASTERN AREA NO. 2  
LOS ALAMOS, NEW MEXICO  
FOR  
BRANDON SMITH AND NICOLE SMITH**

 EXISTING UTILITY EASEMENT  
UNCHANGED BY THIS  
DOCUMENT.

 DENOTES UTILITY EASEMENT  
VACATED BY THIS DOCUMENT

**QUARTZ STREET**  
40' R-O-W



**AUTHORITY:**  
THIS EXHIBIT WAS PREPARED FROM INFORMATION SHOWN ON THE PLAT OF EASTERN  
AREA NO. 2, SAID PLAT BEING FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK  
OF LOS ALAMOS COUNTY, NEW MEXICO IN PLAT BOOK 1, PAGE 57 ON THE 6TH DAY OF  
AUGUST, 1965 AND FROM INSTRUCTION PROVIDED TO US BY THE LOS ALAMOS COUNTY  
UTILITIES DEPARTMENT AND THE PROPERTY OWNER.



LARRY W. MEDRANO, N.M.P.L.S. NO. 11993  
1362 Trinity Drive, Suite A2  
Los Alamos, NM 87544

DATE 10-24-18



505.661.4262 PHONE  
505.661.4263 FAX

M.B.E. 10/15/2018





# County of Los Alamos

## Staff Report

November 13, 2018

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** D.

**Index (Council Goals):**

**Presenters:** Karen Kendall, Budget and Performance Manager and Helen Perraglio, Chief Financial Officer

**Legislative File:** 11391-18

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### **Title**

Consideration of Budget Revision 2019-25

### **Recommended Action**

**I move that Council approve Budget Revision 2019-25 as summarized on attachment A and that the attachment be made a part of the minutes of this meeting.**

### **County Manager's Recommendation**

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

### **Body**

A summary of the budget revisions and specific details relating to the item are in Attachment A.

### **Alternatives**

Council could choose not to approve the attached revision. The impact would be that the County could not fulfill the requirements of the grant agreement.

### **Fiscal and Staff Impact/Planned Item**

Fiscal and staff impact is described in the attachment

### **Attachments**

A - Budget Revision 2019-25

**Council Meeting Date: Nov 13, 2018**

	Fund/Dept	Munis Org	Revenue (decrease)	Expenditures (decrease)	Transfers In(Out)	Fund Balance (decrease)
1	General Fund - Municipal Court	1118020	\$ 10,000	\$ 10,000	\$ -	\$ -
<p><b>Description:</b> The purpose of this budget revision is to increase revenue and expenditure budget authority for Municipal Court for a Juvenile Adjudication Fund Grant. The grant award is for \$10,000 and requires a \$1,000 match which will come from existing operational budget.</p> <p><b>Fiscal Impact:</b> The net fiscal impact to the General Fund is to increase revenues and expenditures by \$10,000.</p>						

STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION  
JUVENILE ADJUDICATION FUND GRANT PROGRAM

JUVENILE ADJUDICATION FUND GRANT AGREEMENT  
Project No. 19-J-16

RECEIVED  
DFA-LOCAL GOVT. DIV.  
2019 OCT 29 PM 2:10  
BATAAN BLDG. RM 201  
SANTA FE, NM 87501

**THIS GRANT AGREEMENT** is made and entered into by and between the Department of Finance and Administration ("DFA"), State of New Mexico, acting through the Local Government Division ("Division"), Bataan Memorial Building, Suite 201, Santa Fe, New Mexico 87501, hereinafter called the **DIVISION**, and **Incorporated County of Los Alamos** hereinafter called the **GRANTEE**.

**RECITALS**

**WHEREAS**, Section 34-16-1 NMSA 1978 (the "Act") created the Juvenile Adjudication Fund ("JAF"), money in which is appropriated to DFA to administer the fund and to provide an Alternative Adjudication Program ("AAP") for juveniles charged with traffic offenses and other misdemeanors; and

**WHEREAS**, DFA established a JAF grant program to fund programs providing alternative procedures of adjudication for juveniles charged with traffic offenses and other misdemeanors in 2.110.5 NMAC (the "Regulations"); and

**WHEREAS**, the Grantee was selected to receive a grant from the JAF; and

**WHEREAS**, the parties desire to memorialize the terms and conditions of the grant in this Grant Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained here, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do mutually agree as follows:

**ARTICLE I – PROGRAM DESCRIPTION/SCOPE OF WORK**

- A. The Grantee agrees that it will implement, in all respects, the activities outlined in the Program Description attached hereto as Exhibit 1 and incorporated and made a part of this Grant Agreement by this reference as if fully set forth herein.

**ARTICLE II - TERM OF GRANT AGREEMENT**

- A. The term of this Grant Agreement shall be from the date fully executed by the Division through June 30, 2019.

- B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A of this Article II, the Grantee shall immediately notify the Division in writing. The Grantee and Division shall review the progress to date and the circumstances giving rise to delay. The Division will determine, in its sole and absolute discretion, whether there is sufficient justification to modify this Grant Agreement. The Division's decision whether or not to modify this Grant Agreement is final and non-appealable.

### **ARTICLE III - REPORTS**

A. Progress Reports

1. The Grantee shall submit quarterly Progress Reports to the Division. The reports shall contain a narrative and/or bulleted highlights of accomplishments and/or problems and delays encountered to date, a detailed budget breakdown of expenditures to date, the number of clients served during the reporting period, the gender, age, grade, and ethnicity of clients served during the reporting period, the type of offenses with which clients were charged, the number of components provided to clients, and the number of open, pending, and closed cases, in accordance with the form attached hereto as Exhibit 2 (Quarterly Progress Report and Certification), and shall include such other information following the objectives of the Grantee's evaluation as may be of assistance to the Division in its evaluation.
2. The quarters covered by the quarterly Progress Reports shall correspond to the quarters of the State's fiscal year, i.e., July 1 to September 30; October 1 to December 31; January 1 to March 31, and April 1 to June 30.
3. One copy of the corresponding quarterly Progress Report shall be submitted to the Division for review and comment no later than October 15, 2018; January 15, 2019; April 15, 2019 and July 10, 2019. If the due date for a quarterly report falls on a weekend or legal holiday, the due date shall automatically be extended to the next day that is not a weekend or legal holiday.

- B. Additional Reports. Events may occur between scheduled reporting dates that have significant impact upon the grant supported activity. In such cases, the Grantee shall provide interim written reports to the Division. Without limiting the generality of the foregoing, the Grantee must inform the Division in writing as soon as the following types of conditions occur:

1. Problems, delays, or adverse conditions which may materially impair the ability to complete the grant supported activities in accordance with this Grant Agreement and Program Description. This disclosure must include a statement of the action taken, or contemplated, and any assistance from the

Division needed to resolve the situation.

2. Favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.
3. The Grantee is no longer in compliance with the financial management system or eligibility requirements of 2.110.5.8(C) and 2.110.5.9 NMAC or there is a significant risk that the Grantee will not be in compliance with those requirements in the future.

- C. Requests for Additional Information. At any time during the term of this Grant Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VII, the Division or State Auditor may (i) request such additional documentation and information regarding the AAP funded under this Agreement as it deems necessary to discharge its monitoring and compliance responsibilities and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the AAP and Grantee's financial and other records concerning the program. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Division (or State Auditor) in the request. Requests made pursuant to this subparagraph C are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A and B of this Article.

#### **ARTICLE IV - AMOUNT OF GRANT; ALLOWABLE COSTS; BUDGET; AND METHOD OF PAYMENT**

- A. Amount of Grant. The amount of the grant made hereunder is **Ten Thousand Dollars and No Cents (\$10,000.00)**. Grantee acknowledges and agrees (i) that this is the maximum amount of money available to Grantee under this Grant Agreement in any event and (ii) that Grantee must have available other funds to pay all program expenditures above this amount, in accordance with Subparagraph F of this Article and the Program Budget established pursuant to Subparagraph E of this Article. Money made available under this Grant Agreement is sometimes referred to throughout the remainder of this Grant Agreement as "Grant Funds".
- B. Reimbursement Basis. Grantee shall be paid on a reimbursement basis. This means that the Division shall transfer funds to Grantee only after the Grantee has already paid out funds for eligible expenditures as described in 2.110.5.11 NMAC, the approved Budget for the Grant and this Grant Agreement.
- C. Expenditure Period. The Grant Funds may only be used to reimburse Grantee for eligible expenditures incurred after the effective date of this Grant Agreement but on or before the termination date of this Grant Agreement. By way of emphasizing rather than contradicting the previous sentence, Grantee acknowledges and agrees that it cannot be reimbursed for eligible expenditures incurred before the effective date of this Grant Agreement or after the expiration

or termination of this Grant Agreement.

D. Allowable Costs. Grant Funds may only be expended on expenditures that are eligible expenditures under the Act, 2.110.5.11 NMAC, the approved Budget for the Grant, and this Grant Agreement.

E. Budget.

1. The initial budget for Grant Funds and the alternative adjudication program is set forth in Exhibit 3, which is incorporated by this reference as if set forth fully herein.
2. Any budget revision may only be made with the prior written approval of the Division via a written amendment to this Grant Agreement. The requested revised budget must be in the same budget format as Exhibit 3. The request for a Grant Agreement amendment for a revision to the budget shall be accompanied by the following:
  - a. An analysis of the proposed changes and a revised budget which addresses the proposed additional or altered expenditures;
  - b. A narrative justification for the proposed changes; and
  - c. An explanation of what (if any) impact the proposed budget revision will have on the Program Description and AAP being funded with Grant Funds.
3. The Division will promptly review the Grant Agreement amendment and shall approve or disapprove the request in writing. The Division will not approve any proposed amendment to the budget or program revision that it determines to be inconsistent with the purpose or terms and conditions of the Act, Regulations, or Grant Agreement. The Division's decision whether or not to approve the proposed budget revision is final and non-appealable.

F. Availability of Other Funds.

1. Grantee must have available other funds or in-kind services to pay all AAP expenditures not being covered by Grant Funds.
2. At the Division's request, Grantee shall submit to the Division documentation sufficient to establish to the Division's satisfaction that non-Grant Funds set forth in the Budget are available. Grantee's failure to satisfactorily document the availability of non-Grant Funds is a substantial and material breach of this Grant Agreement, entitling the Division to take enforcement action in accordance with 2.110.5.18 NMAC.
3. Grantee shall immediately notify the Division if non-Grant Funds contained in the Budget cease to be available for any reason and such non-availability of non-Grant Funds may cause the Grantee to not meet its matching requirement or cause it to be unable to fully perform the Program Description.

G. It is understood and agreed that if any portion of the funds paid hereunder by the

Division to the Grantee for the purposes designated herein remain unexpended at the completion of this Grant Agreement period, the unexpended funds shall revert to the Division for disposition.

H. Request for Payments.

1. All payments will be made on a reimbursement of actual cost basis upon receipt by the Division of individual quarterly reports accompanied by the following completed forms: Request for Payment Form (Exhibit 4); Detailed Breakdown By Budget Category Form (Exhibit 5); and Client Data Sheet (Exhibit 6). Requests for payment shall specify all in-kind administrative costs.
2. The Request for Payment Form must be signed by two authorized signatories, as set forth in the Request for Payment Form.

I. Ineligible Costs will Not be Reimbursed. Grantee shall not be reimbursed for costs that are ineligible under 2.110.5.12 NMAC, other applicable laws, regulations, rules, guidance or this Grant Agreement.

J. Return of Payments for Ineligible or Unincurred Costs. Grantee shall immediately notify the Division if Grantee discovers that it was reimbursed for ineligible costs or costs that were not, in fact, incurred and shall promptly return to the Division the amount of ineligible or unincurred costs for which it was reimbursed.

K. Recovered Funds. Grantee shall promptly notify the Division if it recovers any Grant Funds previously paid to Grantee through rebates, refunds, contract settlements, audit recoveries or other means. Grantee shall use such recovered funds before requesting additional payments under this Grant Agreement. If Grant Funds and non-grant funds were both used to fund the contract under which funds are recovered, the recovery must be split between Grant Funds and non-grant funds proportionately. For example, if Grant Funds and non-Grant Funds each constituted 50% of the compensation under a contract and the Grantee recovers \$100 under that contract from the contractor, Grantee must allocate \$50 of the recovery to Grant Funds and \$50 to non-Grant Funds.

L. **The Grantee may not request reimbursement from the Division for any expenditure billed to another funding agency or source.**

M. Deadline for Submitting Requests for Payment. Requests for Payment for all unreimbursed expenditures must be received by the Division by the earlier of July 10 after the fiscal year in which the expenditures were incurred or fifteen (15) calendar days after the termination of this Grant Agreement; provided, however, that in the event this deadline falls on a weekend or other legal holiday, the deadline shall be extended until the next day that is not a weekend or legal holiday. Requests for Payment received after such deadline MAY NOT BE PAID.

N. Deficient Requests for Payment. The Division may disallow a Request for Payment,

in whole or in part, if the Request for Payment is deficient. Examples of deficient Requests for Payment include the lack of required signatures, lack of required supporting documentation, computational errors, seeking reimbursement for unallowable or ineligible expenditures, or questions concerning whether the reported expenditures are eligible expenditures under the Regulations, this Grant Agreement and applicable law and regulations. If a Request for Payment is disallowed, in whole or part, the Division shall promptly notify the Grantee of the disallowed amount, the nature of the deficiency, and what the Grantee must do to correct it.

## **ARTICLE V - MODIFICATION AND TERMINATION**

- A. Written Amendment Required. The terms and conditions of this Grant Agreement can only be modified or changed by written amendment executed by both the Division and the Grantee. Any attempted oral modification of the terms and conditions of this Grant Agreement shall be null and void and of no force or effect.
- B. Early Termination for Convenience (Without Cause): Except as provided in Article X (Appropriations), this Grant Agreement may be terminated early without cause by either party with 60 days written notice.
- C. Liability in the Event of Early Termination for Convenience (Without Cause): In the event of early termination of this Grant Agreement by either party for convenience, the Division's sole liability shall be to reimburse Grantee in accordance with this Grant Agreement for eligible expenditures that were:
  - 1. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Division's notice of early termination or the date of Grantee's notice of early termination;;
  - 2. Incurred on or before the termination date in the notice of early termination;
  - 3. For permissible purposes under this Agreement's Program Description and procured and executed in accordance applicable law; and
  - 4. The subject of a request for payment properly and timely submitted in accordance with Article IV(M) of this Agreement.
- D. Termination for Cause. The Division may terminate this Agreement, impose sanctions and take other enforcement action for cause as provided in 2.110.5.18 NMAC.
- E. Termination Management: Immediately upon receipt by the Grantee of the Division's notice of termination or the date of the Grantee's notice of termination, of this Grant Agreement, the Grantee shall 1) not incur any further obligations for expenditure of funds under this Grant Agreement without written approval of the Division; and 2) comply with all directives issued by the Division as to the performance under this Grant Agreement.



## **ARTICLE VI – CERTIFICATIONS AND GENERAL TERMS**

- A. The Grantee hereby represents, warrants, and certifies that:
1. It has the legal authority to apply for and accept the Grant Funds.
  2. It has the institutional, managerial and financial capability (including sufficient non-grant resources) to ensure proper planning, management and completion of AAP being funded by this Agreement.
  3. The execution and delivery of this Grant Agreement by the Grantee and the consummation by the Grantee of the transactions contemplated herein have been duly authorized by all necessary corporate, county or municipal action on the part of the Grantee and no other corporate, county or municipal action on the part of the Grantee is necessary to authorize this Grant Agreement or to consummate the transactions contemplated herein.
  4. The person executing this Grant Agreement on behalf of the Grantee has the authority to do so, and, once executed by the Grantee and the Division, this Grant Agreement shall constitute a valid and binding obligation of the Grantee, enforceable in accordance with its terms.
  5. This Grant Agreement and the Grantee's obligations hereunder do not conflict with the Grantee's charter, ordinances, resolutions, or policies or any law or court order or decree to which it is subject.
  6. Debarment and Suspension and Other Responsibility Matters.
    - a. Grantee certifies by signing this Grant Agreement, that Grantee and Grantee's principals, if applicable, to the best of Grantee's knowledge and belief: (i) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal or New Mexico State department or agency; (ii) have not, within a three-year period preceding the effective date of this Grant Agreement, been convicted of or had a civil judgment rendered against Grantee or Grantee's principals for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Grantee's present responsibility; (iii) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in subsection b of this Paragraph; and, (iv) have not,

within a three-year period preceding the effective date of this Grant Agreement, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default. If applicable, Grantee certifies that it and its principals have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a.

- b. Grantee's certification in Subparagraph 6a is a material representation of fact upon which the Division relied when this Grant Agreement was entered into by the parties. Grantee shall provide immediate written notice to the Division if, at any time during the term of this Grant Agreement, Grantee learns that Grantee's certification in Subparagraph 6a was erroneous on the effective date of this Grant Agreement or has become erroneous by reason of new or changed circumstances. If it is later determined that Grantee's certification in Subparagraph 6a was erroneous on the effective date of this Grant Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Division, the Division may terminate the Grant Agreement.
- c. Grantee shall require each proposed subgrantee, contractor, and subcontractor whose subgrant, contract, or subcontract will equal or exceed \$5,000 to disclose to the Division whether as of the time of award of the subgrant, contract, or subcontract, the subgrantee, contractor, or subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal or New Mexico State department or agency. Grantee shall make such disclosures available to the Division. If the subgrantee, contractor, or subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal or New Mexico State department or agency, the Division may refuse to approve the use of the subgrantee, contractor, or subcontractor.

Upon request, the Grantee shall provide evidence satisfactory to the Division that the representations, warranties, and certifications contained in this paragraph are true and accurate.

- B. The Grantee must comply with the following general conditions.
  - 1. All Grant activities must comply with the Act, the Regulations, and all other applicable state or federal laws and regulations.
  - 2. Grantee shall administer the Grant and finance its share of the costs of the AAP (if any), as reflected in the program Budget.
  - 3. All procurement for the program, whether using grant funds or not, must be conducted in accordance with (i) the State Procurement Code or, if Grantee is

a home-rule municipality or county that has adopted its own purchasing ordinance, its purchasing ordinance as well as (ii) Grantee's purchasing policies and regulations. .

Grantees, associated AAPs, and subcontractors will be **required** to complete a request-for-proposal (RFP) for contracts over \$60,000 unless their County's guidelines have more stringent requirements. In which case, the County's guidelines must be followed. Sole Source contracts may be utilized if justification can be provided that the contractor is the only one that can provide the services. The Grantee will be required to submit to DFA written documentation as to the reason for sole source contracting prior to entering into the contract and all provisions of the Procurement Code **MUST** be adhered to in regard to the requirements.

4. Contract Approval by the Division.

- a. All contracts to be funded with Grant Funds must be reviewed and approved in writing by the Division before Grantee can be reimbursed for expenditures under such contracts. By way of emphasis, Grantee has no right to reimbursement for an expenditure under a contract unless and until the contract has been approved by the Division in writing.
  - b. Unless a different standard of review is required by statute, regulation, or other provisions of this Grant Agreement, the Division's review and approval of contracts and amendments shall be limited in scope to determining whether the scope of the contract is consistent with the Program Description, the Budget, the Act, and the Regulations. This administrative review is not a legal review. By way of example, the Division shall not under any circumstances be required to make or make any determination as to whether a contractor is, in fact and law, an independent contractor or employee for tax law or other purposes.
5. Grantee shall adhere to all financial and accounting requirements of DFA, including, but not limited to, the financial management requirements set forth in 2.110.5.8(C) NMAC.
  6. Grantee shall comply with all applicable conditions and requirements prescribed by the Division in relation to receipt of Grant Funds.
  7. Grantee shall comply with all applicable guidelines requiring an annual background check on all staff and volunteers involved directly with youth in an alternative adjudication program.
  8. Grantee shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for other than the uses specified in the Program Description without the prior approval of the

Division.

9. No member, officer, employee or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes of this certification.
10. Grantee shall ensure that all activities and programs funded through this grant comply with the Health Insurance Portability and Accountability Act of 1996, the Driver's Privacy Protection Act of 1994 and all other applicable state and federal requirements and regulations regarding confidentiality of youth participants.
11. In addition to contractual clauses required to be included in contract and subcontracts by other provisions of this Grant Agreement, Grantee shall include or cause to be included in any contract or subcontract funded with Grant Funds an affirmative obligation upon the contractor and subcontractor to comply with and submit to the access to information provisions of Article III (D) of this Grant Agreement.
12. Mandatory Waste, Fraud or Abuse Reporting. Grantee shall:
  - a. Promptly report to the Division any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has committed fraud, waste, or abuse involving Grant Funds.
  - b. Grantee shall include or cause to be included in any contract or subcontract funded with Grant Funds an affirmative obligation to comply with the mandatory waste, fraud or abuse reporting requirements specified herein.
13. Throughout the term of this Grant Agreement, Grantee must continuously be in compliance with the eligibility requirements of 2.110.5.9 NMAC.

## **ARTICLE VII - RETENTION OF RECORDS**

The Grantee shall keep records that fully disclose the amount and disposition of the total funds from all sources budgeted for the Grant Agreement period, the purpose for which such funds were used, the amount and nature of all contributions from other sources, other records to facilitate an effective audit, records to show its compliance with applicable law and this Grant Agreement, and other records as the Division shall prescribe. The records shall be preserved for a period of not less than six years following completion of all the conditions of this Grant Agreement.

## **ARTICLE VIII - REPRESENTATIVES; NOTICES**

- A. The Grantee designates the person listed below as the official Grantee Representative responsible for implementation of this Grant Agreement:

Name: Juanita McNiel  
Title: AJAP Representative  
Address: 2500 Trinity Drive, Suite C  
Los Alamos, NM 87544

Telephone: 505-662-8025  
Email: [juanita.mcniel@lacnm.us](mailto:juanita.mcniel@lacnm.us)

Grantee may change the Grantee Representative by giving the Division written notice of the change, in accordance with subparagraph C of this Article.

- B. The Division designates the person listed below as its Program Manager, responsible for overall administration of this Grant Agreement, including compliance and monitoring of Grantee:

Name: April Marie Salazar  
Title: Program Manager  
Address: Department of Finance and Administration  
Local Government Division  
407 Galisteo Street, Suite 203  
Santa Fe, NM 87501

Telephone: 505-827-4332  
Email: [april.salazar2@state.nm.us](mailto:april.salazar2@state.nm.us)

The Program Manager is the Division representative with the authority to approve on behalf of the Division all things requiring Division approval under this Agreement other than written amendments to this Agreement. The Division may change the Program Manager by giving Grantee written notice of the change, in accordance with subparagraph C of this Article.

- C. Notices of termination and any other notice required to be in writing and delivered in accordance with this paragraph shall be sent by email and facsimile or regular mail, addressed to the Grantee Representative or the Program Manager, as applicable, at their respective addresses and other contact information listed in Article VIII(A) or (B) above.

In the case of notices sent by mail only, notices shall be deemed to have been given/received upon the date of the party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of notice sent by email and facsimile transmission, the notice shall be deemed to have been given/received on the date reflected on the facsimile or email confirmation indicating a

successful transmission of all pages included in the writing. A party may specify a different person and/or address to send notices to by giving the other party advance, written notice of the change in accordance with this Paragraph.

#### **ARTICLE IX - SPECIAL CONDITIONS**

- A. A minimum of 10 percent of the proposed operating budget of the AAP assisted with the Grant Funds must come from sources other than Grant Funds or other state funds. Cash valued in-kind contributions may be used to meet this matching requirement; provided, however, that, in the event the Division disagrees with the Grantee's valuation of in-kind contributions, the Division's determination of the cash value of the in-kind contributions shall control for purposes of compliance with this matching requirement. The Grantee hereby budgets **One Thousand Dollars and No Cents (\$1,000.00), representing 10% of the alternative adjudication program's budget,** as its matching funds commitment.
- B. The Grantee shall not budget, nor at any time expend more than 5% of the grant amount awarded for indirect administrative costs incurred during the grant period.
- C. The Grantee shall not budget, nor at any time expend, Grant Funds for capital expenses or any other expenditure that is ineligible under 2.110.5.11-12 NMAC.
- D. The Grantee shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Grant Agreement. The Grantee shall be liable for its acts or failure to act in accordance with this agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act.

#### **ARTICLE X - APPROPRIATIONS**

The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third party contracts entered into by or between Grantee and a third party, by giving Grantee written notice of such immediate early termination. The Division's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final and non-appealable.

#### **ARTICLE XI – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

Grantee shall include the following or a substantially similar termination clause in all contracts that are funded in whole or part by funds made available under this Grant Agreement:

“This contract is funded in whole or in part by funds made available under  
Department of Finance and Administration Local Government Division

(Division) grant agreement. Should the Division terminate the grant agreement, **Los Alamos County** may terminate this contract by providing contractor written notice of the termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, **Los Alamos County's** only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination date."

#### **ARTICLE XII – CONFLICT BETWEEN AGREEMENT AND APPLICABLE LAW**

If any provision of this Grant Agreement irreconcilably conflicts with applicable law, rule or regulations, the applicable law, rule or regulation shall control and the conflicting provision of the Grant Agreement shall be deemed to have been amended to the extent necessary to make it consistent with applicable law, rule or regulation.

#### **ARTICLE XIII – SEVERABILITY**

If any term or condition of this Grant Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Grant Agreement shall not be affected and shall be valid and enforceable.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

THIS GRANT AGREEMENT has been approved by:

LOS ALAMOS COUNTY

By: \_\_\_\_\_  
Authorized Signatory

County Manager  
(Type or Print Name and Title)

10/16/18  
Date



STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF LOS ALAMOS )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of October, 2018 by  
Harry Burgess.

Jacqueline D. Salazar  
Notary Public

My Commission Expires: 5-24-2021

DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION

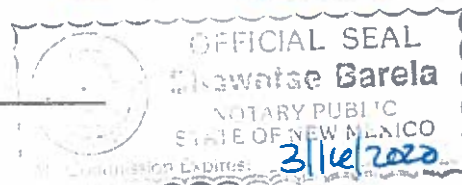
By: \_\_\_\_\_  
Rick Lopez, Division Director

10/30/18  
Date

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me this 30 day of October, 2018 by  
Rick Lopez

Barela  
Notary Public



My Commission Expires: 3/16/2020



## **EXHIBIT 1**

### **PROGRAM DESCRIPTION**

**Name of Grantee: Incorporated County of Los Alamos**

**Grant No.: 19-J-16**

**Grant Amount: \$10,000.00**

The Los Alamos Teen Court Graduated Sanction Program, (TCGS) is an Alternative Juvenile Adjudication Program that is an entity of the local government of Los Alamos County through the Municipal Court. The graduated sanctions program has been in operation since December of 2015 and continues to offer comprehensive assessments, psycho-educational classes and case-management to the teens that meet the qualifications to participation in the program. TCGS has further contracted with Mesa Vista Wellness to provide the case-management and emotional management classes. JAF funds will be used to support the Teen Court coordinator in managing the direct referral program, support assessments for the offenders and provide psycho-educational classes. Since its inception, the graduated sanctions program continues to reach those teens and families who need these services the most, addressing the underlying problems that results in the criminal activity, evidenced by our participants completed programming, fulfilled requirements, and the lack of recidivism.

The Los Alamos TCGS Program accepts misdemeanor and felony charges, including, but not limited to charges of possession of paraphernalia, possession of a controlled substance, minor in position of alcohol, battery, public affray, shoplifting, larceny, petty larceny, criminal damage to property, reckless driving, negligent use of explosives, burglary, and harassment.

#### **Performance Measures/Activities:**

The program expects to work with 25 teens with a 90% completion rate.

#### **Services Available:**

All teen offenders entering the TCGS Program will be mandated to participate in the proposed programming of:

- Drugs and Alcohol Evaluation
- Comprehensive Assessment,
- Community Service (amount determined by charge)
- Anger Management /Emotional Self-Regulation psycho-educational class,
- Weekly meeting with case management supervisor.
- Attend a six week Emotional Management Class
- Attend weekly case management meetings

## **EXHIBIT 2**

### **JUVENILE ADJUDICATION FUND QUARTERLY PROGRESS REPORT AND CERTIFICATION**

**Name of Grantee: Incorporated County of Los Alamos**

**Grant No.: 19-J-16**

**Grant Amount: \$10,000.00**

**Reporting Period: July 1, 2018 – June 30, 2019**

#### **Juvenile Adjudication Fund Reporting**

1. Attach Juvenile Adjudication Fund Report Checklist
2. List accomplishments and/or any challenges in the implementation and administration of the program in a narrative or bulleted format. Include solutions to any challenges.
3. Attach the original signed and dated Request for Payment Form, **Exhibit 4**, which includes the in-kind/local match.
4. Attach the original signed and dated **Exhibit 5**, which includes the in-kind/local match.
5. Attach a copy of the Client Data Sheet, **Exhibit 6**.

#### **Certification**

1. I certify that all expenditures of Juvenile Adjudication Fund grant funds included within the attached Request for Payment Form were verified and accounted for in accordance with generally accepted accounting principles and a financial management system that meets the standards of 2.110.5.8(C) NMAC.
2. Under penalty of law, I hereby certify that to the best of my knowledge and belief, the information contained in this report, including all attachments, is correct and true and that **no other funding source is reimbursing the expenditures included within the attached Request for Payment Form for which reimbursement is being sought from Juvenile Adjudication Fund grant funds.**

*Sign and submit this form as part of each quarterly report.*

\_\_\_\_\_  
Grantee Representative

\_\_\_\_\_  
Grantee Fiscal Officer

\_\_\_\_\_  
Grantee Representative (print name)

\_\_\_\_\_  
Grantee Fiscal Officer (print name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# County of Los Alamos

## Staff Report

November 13, 2018

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** E.

**Index (Council Goals):**

**Presenters:** Alvin Leaphart, County Attorney

**Legislative File:** 11400-18

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### **Title**

Approval of Agreement No. AGR19-921, Los Alamos County, New Mexico Legal Services Agreement between Gallagher & Kennedy, P.A., and the Incorporated County of Los Alamos

### **Recommended Action**

**I move that the County Council approve Agreement No. AGR19-921, Los Alamos County, New Mexico Legal Services Agreement between Gallagher & Kennedy, P.A., and the Incorporated County of Los Alamos authorizing Gallagher & Kennedy, P.A. to assist the County in its claims for recovery of sums from the State of New Mexico, Taxation and Revenue Department, for unlawful reductions of distributions and transfers of gross receipts tax revenue collected by the State on behalf of the County as provided for in Agreement No. AGR19-921.**

### **County Manager's Recommendation**

The County Manager recommends that Council approve Agreement No. AGR19-921, Los Alamos County, New Mexico Legal Services Agreement between Gallagher & Kennedy, P.A. and the Incorporated County of Los Alamos as requested.

### **Body**

Agreement No. AGR19-921 authorizes Gallagher & Kennedy, P.A. to assist the County in its claims for recovery of sums from the State of New Mexico, Taxation and Revenue Department, for unlawful reductions of distributions and transfers of gross receipts tax revenue collected by the State on behalf of the County. Agreement No. AGR19-921, provides for different fee arrangements for Gallagher & Kennedy, P.A.'s Legal Services based upon the different possible methods and amounts of recovery

### **Alternatives**

Council may choose not to approve Agreement No. AGR19-921.

### **Fiscal and Staff Impact/Unplanned Item**

Given estimates of the timing of certain refunds and funds withheld by the State, the amount of potential recovery could be significant.

### **Attachments**

AGR19-921 Gallagher & Kennedy, PA



**INCORPORATED COUNTY OF LOS ALAMOS  
SERVICES AGREEMENT**

**THIS SERVICES AGREEMENT** is made and entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Gallagher & Kennedy, P.A.** a professional corporation ("Contractor"), to be effective for all purposes November 14, 2018.

**RECITALS**

**WHEREAS**, the County desires to engage the Contractor to render legal services for the term of this Agreement and the Contractor is willing to provide such services; and

**WHEREAS**, the County intends that the Contractor will act on behalf of and in service to the County in an official capacity.

**NOW, THEREFORE**, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. **Scope of Services.** The Contractor shall provide the following legal representation and other legal services ("Services") in conjunction and association with the County Attorney in the following case:

Assist the County in its claims for recovery of sums from the State of New Mexico, Taxation and Revenue Department, for unlawful reductions of distributions and transfers of gross receipts tax revenue collected by the State on behalf of the County.

2. **Time of Performance.** Services of the Contractor shall commence upon execution of this Agreement and shall continue through June 30, 2020. The Services shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement.

3. **Contingent Fee Structure and Costs.** For purposes of this Agreement "Amounts Recovered" or "Recovery" means all sums the County receives from the State of New Mexico as a result of the Contractor's representation of the County in this matter. The Contractor's Contingency Fee in this matter will be as follows:

**A. Contingent Fee if Recovery Obtained by Alternative Dispute Resolution.** If defendants agree to or are required to enter into alternative dispute resolution through mediation, arbitration, or an administrative process within one (1) year from the date that an action is filed, and the matter is resolved and Contractor receives payment of its fee within twenty-four (24) months from the date that the action is filed, then the Contractor will receive a contingent fee equal to ten percent (10%) of all Amounts Recovered by the County up to four million dollars (\$4,000,000.00). The Contractor shall receive three percent (3%) of only the Amounts Recovered by the County in excess of four million dollars (\$4,000,000.00). For example, if the total Recovery is five million dollars, the Contractor will receive ten percent of the first four million dollars of the Amount Recovered, *i.e.*, the first portion of the fee is four hundred thousand dollars, and the Contractor will receive three percent of the Amount Recovered over four million dollars, *i.e.*, three percent of the additional one million dollars, *i.e.*, the second portion of the fee is thirty thousand dollars, for a total fee of four hundred thirty thousand dollars.

**B. Contingent Fee if Recovery Obtained Prior to the Commencement of Trial.** If the conditions of paragraph A above do not apply and the County obtains a Recovery based upon resolution of the matter prior to the commencement of trial, then the contingent fee shall be twelve and one-half percent (12.5%) of all Amounts Recovered by the County up to four million dollars (\$4,000,000.00). In addition, the Contractor shall receive five percent (5%) of the Amounts Recovered over four million dollars (\$4,000,000.00). For example, if the total Recovery is five million dollars, the Contractor will receive twelve and one-half percent of the first four million dollars of the Amount Recovered, *i.e.*, the first portion of the fee is five hundred thousand dollars, and the Contractor will receive five percent of the Amount Recovered over four million dollars, *i.e.*, five percent of the additional one million dollars, *i.e.*, the second portion of the fee is fifty thousand dollars, for a total fee of five hundred fifty thousand dollars.

**C. Contingent Fee for Recovery Obtained After Commencement of Trial.** If the County obtains a Recovery based upon resolution of the matter after the commencement of a trial, then the Contractor will receive a contingent fee equal to fifteen percent (15%) of the Amounts Recovered for the County up to four million dollars (\$4,000,000.00). In addition, the Contractor shall receive ten percent (10%) of the Amounts Recovered over four million dollars (\$4,000,000.00). For example, if the total Recovery is five million dollars, the Contractor will receive fifteen percent of the first four million dollars of the Amount Recovered, *i.e.*, the first portion of the fee is six hundred thousand dollars, and the Contractor will receive ten percent of the Amount Recovered over four million dollars, *i.e.*, ten percent of the additional one million dollars, *i.e.*, the second portion of the fee is one hundred thousand dollars, for a total fee of seven hundred thousand dollars.

**D. Fee in the Event of Class Action.** If an action is certified as a class action or the fee to the Contractor is otherwise subject to the application to, review or and/or approval by the court, then the County agrees that the Contractor may apply for or otherwise seek approval of, and County will not object to, fees in amounts up to, but not exceeding, amounts based upon application of the applicable percentages stated above.

**E. Costs.** The County shall reimburse the Contractor for the costs of the action, including but not limited to expert witness fees, court filing and other fees, court reporter fees, and reasonable travel expenses consistent with the County's guidelines, but the amount of costs the County is obligated to pay shall be capped not to exceed sixty thousand dollars (\$60,000.00). All such costs incurred and paid by the Contractor shall be billed to County on a monthly basis and paid by the County. No such costs shall be deducted from the amount of any Recovery for purposes of the determination of the Contractor's fees. If additional municipalities or counties join in the action, it shall be appropriate for all of the municipalities or counties who are part of the action to share certain costs. In that event, a cost-sharing agreement will be needed so that the costs can be appropriately allocated to each party and the Contractor can bill and obtain reimbursement of each municipality's or county's share of such costs. In order to minimize out-of-pocket costs of the action, to the extent practicable, the County will provide reasonable support services, including internal analysis of information relating to the tax transactions and information obtained and used to determine the amounts due to the County.

**F. Costs Exceeding Cap.** The Contractor shall not bill the County for any costs it incurs that are attributable to the County that exceed sixty thousand dollars (\$60,000).

**G. Costs for New Mexico Municipal League.** The New Mexico Municipal League (NMML), on behalf of its members, has incurred certain costs and fees to develop the information needed to pursue these claims. In order to use this information, the County may enter into an agreement with the NMML for reimbursement of a portion of such costs and fees. If such reimbursement is deducted from any Recovery obtained by the County, then for purposes of calculating the Contractor's fee, such amount will not be deducted from the amount of the Recovery.

**H. Additional Municipalities and Counties as Parties.** The County reserves the right to permit additional municipalities or counties to join in the action to be filed by Contractor on behalf of County, provided that as a condition of joining the action, any municipality or county that joins shall be required to agree to pay its reasonable share of costs. The County will not unreasonably withhold permission for additional municipalities and counties to join.

**I. Fees if Non-Monetary Recovery.** The County and the Contractor contemplate that a possible basis for compromise and settlement of this matter could include prospective benefits that might not consist of payments that would constitute a Recovery as defined above, such as legislation changing the future limitations on reductions or adjustments to distributions and transfers of gross receipts tax revenue to County in consideration for the County's agreement to compromise its claims for sums due to past actions by the State. In the event of such a compromise that would achieve a benefit for the County that is reasonably related to the Contractor's representation of the County, and which substantially diminishes the County's Recovery and the amount of the fee due to the Contractor as provided above, the County and the Contractor agree to negotiate reasonable compensation to the Contractor for the prospective benefits. In determining the fee due, the parties shall consider the amount of revenue to the County that will be derived from the prospective benefits, the amount of the contingent fee that would have been derived applying the percentages above to the prospective benefits received by the County over a five year period after the settlement, and the amount of the fee that would have been earned based upon the time spent by the Contractor timekeepers on the matter at the Contractor's standard rates multiplied by 1.5, in consideration of the Contractor's acceptance of representation on a contingent fee basis. For purposes of this paragraph, the amount of the Recovery with respect to prospective benefits shall be based on the net present value of the County's prospective benefits.

**J. Gross Receipts Taxes.** Any applicable gross receipts taxes shall be computed and added to the fee due to the Contractor under this Agreement.

**K. Fee Arbitration.** Any dispute regarding fees under this Agreement shall be resolved through the State Bar of New Mexico Fee Arbitration program.

**L. Appropriations.** Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the County Council of the County making the appropriations necessary for the payment of costs of the action up to the cap amount of \$60,000.00. If sufficient appropriations and authorizations are not made by the County Council, the County's agreement to reimburse Contractor for costs may be terminated at the end of the County's then current fiscal year upon written notice given by the County to the Contractor. Such event shall not constitute an event of default. All payment obligations of the County and all of its interest in this Agreement will cease upon the date of termination. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

**4. Interest of Contractor.**

**A.** The Contractor agrees that it presently has no direct or indirect interest and shall not acquire any direct or indirect interest which conflicts in any manner or degree with the performance of the Services required to be performed under this Agreement. The Contractor further agrees that no person having any such conflict of interest will be employed to perform the Services.

**B.** The Contractor hereby agrees to report to the County Attorney in writing, any situation in which the Contractor or a member of the Contractor's firm may be asserting a position contrary to that of the County. Such situations include but are not limited to instituting suit against the County, any of its employees or departments, regardless of whether a technical conflict exists under the Canons of Ethics or Disciplinary Rules or whether the subject matter of the litigation to be instituted is related to the Contractor's representation of the County under this Agreement.

Upon notification of such a conflict, the County Attorney will inform the Contractor in writing within ten (10) days of receipt of the notification that the County will or declines to waive the potential conflict. If the conflict is waived, the Contractor or firm may proceed with representation in the conflict situation, informing the County Attorney should any relevant change of circumstances occur. If waiver of the conflict is denied, the Contractor is obligated under the provisions of this Agreement to cease its efforts in the conflict situation.

If the Contractor refuses to cease representation, or if the Contractor fails to notify the County of potential conflict, the County may terminate this Agreement upon one (1) day's notice. The Contractor agrees to compensate the County for any costs incurred by the County to obtain alternate representation, including but not limited to the cost of paying substitute counsel to become familiar with the case to a level at which the Contractor withdrew from representation and attorneys' fees incurred by the County in obtaining the assistance of alternate counsel.

The County is entitled to withhold payment of the final billing submitted by the Contractor to cover the cost of obtaining substitute representation, as provided above. After securing alternate counsel, the County will provide a summary of costs incurred by this counsel and will

pay any applicable amounts remaining due to the Contractor.

**5. Records, Pleadings, and Case File.** Records, pleadings, legal research, and the case file shall be sent to the County Attorney at the conclusion of the case. Highly confidential documents such as attorney notes and client correspondence need not be returned.

**6. Reports Required.** The Contractor will keep a record of the time spent by each of its timekeepers, including a description of tasks performed, and will provide that record to the County along with its monthly statement for any costs of the action. The Contractor's initial record shall include time spent developing the cases prior to entering into a contract with the County and the recorded time may differentiate between time attributable to work on behalf of only the County and time not attributable to any particular municipality or county. Within thirty (30) days after entering into this Agreement, the Contractor will provide the County Attorney with a brief analysis of the task to be undertaken and a plan for performing the tasks under the Agreement. With regard to the litigation, this will include an assessment of the relative merits of the parties' positions, and a litigation plan, including a proposed time schedule.

At the time of submission of any billing, the Contractor will also submit to the County Attorney an executive summary one to two page status report indicating the current status of the litigation or other project which is the subject of this Agreement, a brief summary of the activities undertaken for which the billing is being submitted, and a plan for future activities under the Agreement which the Contractor intends to perform during the next billing cycle.

**7. Audits and Inspections.** At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the County to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

**8. Pleadings.** All documents submitted to the Court or opposing counsel shall be copied to the County Attorney. Pleadings other than routine pleadings, such as briefs and motions, will be submitted to the County Attorney for review and approval prior to filing. Failure to submit such pleadings to the County Attorney in advance of filing may constitute grounds for termination of the Agreement or for refusal to compensate the Contractor for all efforts expended in preparation of the pleading. A sample of the signature line for pleadings is:

**INCORPORATED COUNTY OF LOS ALAMOS:**

J. Alvin Leaphart, County Attorney  
1000 Central Ave., Suite 340  
Los Alamos, New Mexico 87544  
(505) 662-8020

**CONTRACTOR:**

Dalva L. Moellenberg  
Anthony J. Trujillo  
Gene F. Creely, II  
Gallagher & Kennedy, P.A.  
1239 Paseo Del Peralta  
Santa Fe, New Mexico 87501  
(505) 982-9523



9. **Renewals.** Any continuation or renewal of this Agreement shall be the subject of further negotiations between the parties.

10. **Termination by Parties.** This Agreement may be terminated by either of the parties when required by law or upon fifteen (15) day's notice of termination, whichever occurs first, or substitution of counsel. Notice of termination does not nullify obligations already incurred on the part of either party for performance or failure to perform to the date of termination, subject to the limits on total payment to be made as set forth in Paragraph 3 of this Agreement and subject to the County's entry of substituted counsel as set forth in Paragraph 4.B.

11. **Independent Contractors.** The Contractor, its officers, employees and agents are independent contractors performing services for the County and are not employees of the County or its departments, agencies or instrumentalities. The Contractor, its officers, employees and agents, shall not, as a result of this Agreement, accrue any leave, retirement, insurance, bonding, use of County vehicles, or any other benefits available to employees of the County, its agencies or instrumentalities.

12. **Assignment Prohibited.** The Contractor shall not assign or transfer any interest in this Agreement nor assign any claims for money due or to become due under this Agreement without the County's prior written approval.

13. **Subcontracting Prohibited.** The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the County's prior written approval.

14. **Indemnity.** The Contractor agrees to defend, indemnify and hold harmless the County, any of its departments, agencies, officers, or employees from all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from the performance of professional services for the County in the Contractor's capacity as attorney for the County, and caused by any error, omission, or negligent act of the Contractor or any person employed by the Contractor, or of any others for whose acts the Contractor is legally liable. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

15. **Release from Liability.** The Contractor, upon final payment of all amounts due under this Agreement, releases the County, its officers, employees and servants, the County, its departments, agencies, and instrumentalities from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

16. **Insurance.** The Contractor shall not commence work under this Agreement until any applicable insurance required in Exhibit A to this Agreement has been obtained and proper evidence of insurance has been submitted to the County.

17. **Discrimination Prohibited.** In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap, or disability as defined in the Americans with Disabilities Act of 1990, as currently enacted, or hereafter amended.

**18. ADA Compliance.** In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans with Disabilities Act of 1990, and all applicable rules and regulations ("ADA"), which are imposed directly on the Contractor or which would be imposed on the County as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the County, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

**19. Amendments.** This Agreement shall not be altered, changed, or amended except by written instrument executed by the parties hereto.

**20. Complete Agreement.** This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants, and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

**21. Interpretation.** This Agreement shall be interpreted, construed, and governed in accordance with New Mexico law.

**22. Approval Required.** This Agreement shall not become effective or binding until all required signatures have been obtained.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date(s) 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**

**GALLAGHER & KENNEDY, P.A., A PROFESSIONAL  
COPORATION**

BY: \_\_\_\_\_  
**DALVA L. MOLLENBERG** **DATE**  
**MANAGING SHAREHOLDER**

## EXHIBIT A

**Insurance.** The Contractor shall procure and maintain at its expense until final payment by the County for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the Services and on the renewal of all coverages, the Contractor shall furnish to the County a certificate or certificates in form satisfactory to the County showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) day's written notice be given to the County Manager, County of Los Alamos, 1000 Central Avenue, Los Alamos New Mexico 87544 before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:

**A. Commercial General Liability Insurance.** A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire - Legal
\$ 5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed for the County by the Contractor, and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

**B. Automobile Liability Insurance.** An automobile liability policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policy of insurance must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.

**C. Workers' Compensation Insurance.** Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico.

**D. Professional Liability (Errors and Omissions) Insurance.** Professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.

**E. Increased Limits.** If, during the term of this Agreement, the County requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.



# County of Los Alamos

## Staff Report

November 13, 2018

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** A.

**Index (Council Goals):**

**Presenters:** Alvin Leaphart

**Legislative File:** CO0539-18

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### Title

**Incorporated County of Los Alamos Code No. 02-292: An Ordinance Repealing Article VII, Safety in Public Places, of Chapter 28, Offenses and Miscellaneous Provisions.**

### Recommended Action

I move that the County Council approve Code Ordinance No. 02-292 repealing Article VII, Safety in Public Places, of Chapter 28, Offenses and Miscellaneous Provisions contained in the Code of Ordinances of the County of Los Alamos, New Mexico.

### County Manager's Recommendation

The County Attorney recommends that Council approve this Code Ordinance repealing Article VII, Safety in Public Places, of Chapter 28, Offenses and Miscellaneous Provisions contained in the Code of Ordinances of the County of Los Alamos, New Mexico. (See Attachment A)

### Body

On or about August 28, 2018, the Chair of the County Council received a letter from the American Civil Liberties Union of New Mexico (ACLU NM) raising constitutional concerns regarding Chapter 28, Article VII, Safety in Public Places of the Los Alamos County Code of Ordinances ("Safety in Public Places Ordinance"). (See Attachment B) The County Attorney's Office reviewed the letter, the Code Ordinance in question, as well as controlling case law.

Based on that review, the County Attorney's office concluded that the constitutional concerns raised in the August 28, 2018 letter warranted review of the Code Ordinance for potential revision or repeal. Given these warranted concerns, the County Council enacted a moratorium through Resolution 18-22 on the enforcement of the Code Ordinance. (See Attachment C)

Based on subsequent review, the County Attorney's office found numerous county ordinances, which do not raise the First Amendment concerns plaguing the current Safety in Public Places Ordinance, that should address the public safety concerns expressed in the Safety in Public Places Ordinance. These County ordinances include, but are not limited to, Section 28-101 (Disorderly Conduct), Section 28-102 (Disturbing the Peace), Section 18-103 (Obstructing Movement), Section 28-115 (Interfering with Traffic or Pedestrians), Section 28-141 (Trespass).

Further, should it later be demonstrated that the above ordinances are not sufficient to address an aggressive panhandling problem within the County, the County would be warranted in adopting a more carefully tailored ordinance to overcome the First Amendment concerns inherent in the current Safety in Public Places Ordinance.

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### **Alternatives**

If the County Council does not approve Ordinance No. 02-292 repealing the Safety in Public Places Ordinance then the ordinance will remain in effect, and enforcement of the ordinance may resume after the expiration of the moratorium.

### **Fiscal and Staff Impact/Planned Item**

There is no substantial fiscal or staff fiscal impact associated with the adoption of Ordinance No. 02-292

### **Attachments**

A - Incorporated County of Los Alamos Ordinance No. 02-292

B - American Civil Liberties Union of New Mexico Letter Dated August 28, 2018, to County Council

C - Incorporated County of Los Alamos Resolution No. 18-22

## **INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE NO. 02-292**

### **A CODE ORDINANCE REPEALING ARTICLE VII, SAFETY IN PUBLIC PLACES, OF CHAPTER 28, OFFENSES AND MISCELLANEOUS PROVISIONS**

**WHEREAS**, the Incorporated County of Los Alamos ("County"), is a political subdivision of the State of New Mexico and has been granted county and municipal health, safety, and welfare powers under the State Constitution and statutes; and

**WHEREAS**, on October 27, 2015, the County Council enacted, in Code Ordinance No. 02-258, the County's "Safety in Public Places" ordinances ("Ordinance"); and

**WHEREAS**, the Ordinance was enacted to protect the County's residents and public from abusive solicitation and panhandling practices with the imposition of reasonable time, place and manner restrictions on solicitation and panhandling; and

**WHEREAS**, as adopted, aggressive panhandling included the approaching or following pedestrians, the use of abusive language, unwanted physical contact, or the intentional blocking of pedestrian or vehicular traffic; and

**WHEREAS**, the presence of individuals who solicit or panhandle for money from persons at or near banks or automated teller machines, or panhandle from people in places where it is impossible or difficult for them to exercise their own right to decline or to avoid solicitation or panhandling from others, was considered especially threatening and dangerous; and

**WHEREAS**, since its enactment, the County has not enforced any provisions of the Ordinance; and

**WHEREAS**, on or about August 28, 2018, the County Council Chair, as well as other cities throughout the State, received correspondence from the New Mexico American Civil Liberties Union ("NM ACLU") raising various constitutional concerns regarding Chapter 28, Article VII, Safety in Public Places of the Los Alamos County Code of Ordinances; and

**WHEREAS**, based on that review, the County Attorney's office concluded that the constitutional concerns raised in the August 28, 2018 NM ACLU correspondence warranted review of the Ordinance for potential revision or repeal; and

**WHEREAS**, on September 25, 2018, the County Council enacted, via Resolution No. 18-22, a 180-day moratorium on the enforcement of the Ordinance; and

**WHEREAS**, due to recent U.S. and State Supreme Court decisions related to free speech rights, the Council now determines that other laws, ordinances, and statutes will sufficiently protect the public from such abusive practices; and

**WHEREAS**, the County Council, after further consideration finds that the Ordinance should be repealed in its entirety.

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

**Section 1.** Article VII of Chapter 28, is hereby repealed in its entirety.

**Section 2. Effective Date.** This Ordinance shall become effective thirty (30) days after notice is published following its adoption.

**Section 3. 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 4. 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.

**ADOPTED** this 27<sup>th</sup> day of November, 2018.

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

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**David Izraelevitz,  
Council Chair**

**ATTEST: (Seal)**

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



NATIONAL LAW CENTER  
ON HOMELESSNESS & POVERTY

August 28, 2018

**Via U.S. First-Class and electronic mail to:**

David Izraelevitz, Los Alamos County Council Chair  
Los Alamos County  
1000 Central Avenue  
Los Alamos, NM 87544  
[david.izraelevitz@lacnm.us](mailto:david.izraelevitz@lacnm.us)

**RE: Los Alamos' "Safety in Public Places" Ordinance**

Dear Chairman Izraelevitz:

Your municipality is one of several New Mexican municipalities with a municipal code that makes it illegal, in one form or another, to panhandle. Los Alamos' law is titled "Safety in Public Places" and is codified at Los Alamos County Code of Ordinances §§ 28-212 through 28-213 ("Ordinance"). This Ordinance not only unfairly targets poor and homeless persons whose pleas for assistance are protected by the First Amendment, but it is also legally indefensible. We write to ask that Los Alamos immediately initiate the steps necessary to repeal the ordinance and take it off the books. While the process of repeal is unfolding, law enforcement should be instructed not to enforce this Ordinance.

In recent years, this nation and New Mexico have seen a marked uptick in enforcement of laws that effectively criminalize homelessness and extreme poverty, including many laws that prohibit individuals from peacefully asking passersby for help.<sup>1</sup> Not only do these ordinances violate the constitutional rights of impoverished people, but they are costly to enforce and serve to exacerbate problems associated with homelessness and poverty. Harassing, ticketing and/or arresting poor persons for asking for help is inhumane, counterproductive and, in most cases, illegal. That is why the ACLU has devoted resources in recent years to reviewing and challenging such ordinances here in New Mexico. Recently, we filed an action in federal court challenging the constitutionality of Albuquerque's anti-panhandling ordinance.<sup>2</sup> We urge Los Alamos to seek alternatives to criminalizing homelessness. Numerous communities have opted for compassionate, needs-driven approaches to homelessness that are more effective, more humane and less costly.<sup>3</sup>

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<sup>1</sup> See National Law Center on Homelessness and Poverty, *Housing Not Handcuffs: The Criminalization of Homelessness in U.S. Cities* (2016), <https://www.nlchp.org/documents/Housing-Not-Handcuffs>.

<sup>2</sup> See Albuquerque Journal, *City agrees not to enforce panhandling ordinance for now*, February 18, 2018, <https://www.abqjournal.com/1133182/city-agrees-not-to-enforce-panhandling-ordinance.html>.

<sup>3</sup> For example, recently Philadelphia, Pennsylvania substantially reduced the number of homeless persons asking for change in a downtown subway station by donating an abandoned section of the station to a service provider for use as a day shelter. See Nina Feldman, *Expanded Hub of Hope homeless center opening under Suburban Station*,



### *Solicitation of charity is protected by the First Amendment*

It is well-settled that peacefully soliciting charity in a public place is protected by the First Amendment.<sup>4</sup> This constitutional protection applies not just to organized charities, but also to the humblest solitary beggar asking for spare change to get through the day. More than twenty years ago, the Second Circuit explained that begging or panhandling is communicative activity that the Constitution protects:

Begging frequently is accompanied by speech indicating the need for food, shelter, clothing, medical care or transportation. Even without particularized speech, however, the presence of an unkempt and disheveled person holding out his or her hand or a cup to receive a donation itself conveys a message of need for support and assistance. We see little difference between those who solicit for organized charities and those who solicit for themselves in regard to the message conveyed. The former are communicating the needs of others while the latter are communicating their personal needs. Both solicit the charity of others. The distinction is not a significant one for First Amendment purposes.<sup>5</sup>

In 2015, the ACLU of Colorado received a favorable ruling in its challenge to Grand Junction's panhandling ordinance. In that case, the federal district court similarly underscored the significance of panhandling's communicative function:

This court believes that panhandling carries a message. Often, a request for money conveys conditions of poverty, homelessness, and unemployment, as well as a lack of access to medical care, reentry services for persons convicted of crimes, and mental health support. The City's attempt to regulate this message is an attempt to restrain the expression of conditions of poverty to other citizens.<sup>6</sup>

In the years since the *Loper* decision, numerous courts have held that regulations or outright prohibitions of solicitation violate the First Amendment.<sup>7</sup> Indeed, since the Supreme

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WHYY (Jan. 30, 2018), <https://whyy.org/articles/expanded-hub-hope-homeless-center-opening-suburban-station/>. In opening the Center, Philadelphia Mayor Jim Kenny emphasized, "We are not going to arrest people for being homeless," stressing that the new space "gives our homeless outreach workers and the police a place to actually bring people instead of just scooting them along."

<sup>4</sup> See, e.g., *United States v. Kokinda*, 497 U.S. 720, 725 (1990) ("Solicitation is a recognized form of speech protected by the First Amendment.").

<sup>5</sup> *Loper v. New York Town Police Department*, 999 F.2d 699, 700 (2d Cir. 1993).

<sup>6</sup> *Browne v. City of Grand Junction*, 2015 WL 3568313, at \*5 (D. Colo. June 8, 2015).

<sup>7</sup> See, e.g., *Speet v. Schuette*, 726 F.3d 867, 870 (6th Cir. 2013) (invalidating Michigan's anti-panhandling statute, which "bans an entire category of activity that the First Amendment protects"); *Clatterbuck v. City of Charlottesville*, 708 F.3d 549 (4th Cir. 2013) (subjecting regulation of solicitation to strict scrutiny); *ACLU of Idaho v. City of Boise*, 998 F. Supp. 2d 908 (D. Idaho 2014) (issuing preliminary injunction); *Kelly v. City of Parkersburg*, 978 F. Supp. 2d 624 (S.D. W. Va. 2013) (issuing preliminary injunction); *Guy v. County of Hawaii*, 2014 U.S. Dist. Lexis 132226 (D. Hawaii Sept. 19, 2014) (issuing temporary restraining order).

Court's landmark ruling in *Reed v. Gilbert* in 2015, every panhandling ordinance challenged in federal court – 25 to date – has been found constitutionally deficient.<sup>8</sup> Further, at least 31 additional cities have repealed their panhandling ordinances when informed of the likely infringement on First Amendment rights. Here in New Mexico, the City of Gallup recently rescinded its panhandling law after being informed by the ACLU that the ordinance was likely unconstitutional.

### ***Los Alamos' ordinance violates the First Amendment***

The government's authority to regulate public speech is exceedingly restricted, "[c]onsistent with the traditionally open character of public streets and sidewalks...."<sup>9</sup> Los Alamos' Ordinance is well outside the scope of permissible government regulation as it overtly distinguishes between types of speech based on subject matter, function or purpose.<sup>10</sup> Section 28-213 of the Ordinance prohibits myriad forms of panhandling while other types of speech such as the holding of signs to boycott a business, communicate a message or support a certain political candidate are unaffected by the law. Such distinctions are unconstitutional, content-based restrictions on speech.

In analyzing content-based restrictions, courts use the most stringent standard – strict scrutiny – to review them. In order to meet strict scrutiny, a law must be narrowly tailored to serve a compelling state interest.<sup>11</sup> Los Alamos' Ordinance cannot survive strict scrutiny. First, it serves no compelling state interest. Distaste for a certain type of speech, or a certain type of speaker, is not even a *legitimate* state interest, let alone a *compelling* one. Shielding unwilling listeners from messages disfavored by the state is likewise not a permissible state interest. As the Supreme Court explained, the fact that a listener on a sidewalk cannot "turn the page, change the channel, or leave the Web site" to avoid hearing an uncomfortable message is "a virtue, not a vice."<sup>12</sup>

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<sup>8</sup> See *Reed v. Town of Gilbert, Ariz.*, 135 S. Ct. 2218 (2015); see, e.g. *Norton v. City of Springfield, Ill.*, 806 F.3d 411 (7th Cir. 2015) (anti-panhandling statute is content-based and subject to strict-scrutiny); *Browne v. City of Grand Junction*, 136 F. Supp. 3d 1276, 1287 (D. Colo. 2015) (same); *Thayer v. City of Worcester*, 755 F.3d 60 (1st Cir. 2014) (same), *vacated*, 135 S. Ct. 2887 (2015), *declaring ordinance unconstitutional on remand*, 2015 WL 6872450, at \*15 (D. Mass. Nov. 9, 2015)); see also National Law Center on Homelessness and Poverty, Housing Not Handcuffs: A Litigation Manual (2017), <https://www.nlchp.org/documents/Housing-Not-Handcuffs-Litigation-Manual>.

<sup>9</sup> *McCullen v. Coakley*, 134 S. Ct. 2518, 2529 (2014).

<sup>10</sup> See *Reed*, 135 S.Ct. at 2227; *Norton v. City of Springfield, Ill.*, 806 F.3d 411, 412 (7th Cir. 2015) ("Any law distinguishing one kind of speech from another by reference to its meaning now requires a compelling justification.").

<sup>11</sup> See, e.g., *Reed*, 135 S. Ct. at 2226 (holding that content-based laws may only survive strict scrutiny if "the government proves that they are narrowly tailored to serve a compelling state interest"); *McCullen*, 134 S. Ct. at 2534.

<sup>12</sup> *McCullen* 134 S. Ct. at 2529; see also *R.A.V. v. City of St. Paul, Minn.*, 505 U.S. 377, 386 (1992) ("The government may not regulate use based on hostility—or favoritism—towards the underlying message expressed.").



Second, even if the City could identify a compelling state interest, there is no evidence to demonstrate that the Ordinance is “narrowly tailored” to such an interest. Theoretical discussion of the problem is not enough: “the burden of proving narrow tailoring requires the County to prove that it actually *tried* other methods to address the problem.”<sup>13</sup> The City may not “[take] a sledgehammer to a problem that can and should be solved with a scalpel.”<sup>14</sup>

Los Alamos’ law prohibits panhandling in a variety of locations including that which takes place near financial institutions, parks, cafés, bus stops, bus stations and publicly owned or operated buildings; on medians, streets roads and highways; and when it involves an occupant of a motor vehicle that is in traffic. However, it does not prohibit individuals from standing in those exact same locations to engage in other sorts of speech such as sharing political messages, advertising for a business or simply engaging in conversation with an occupant of a vehicle. Unsurprisingly, every court to consider a regulation that bans requests for charity within an identified geographic area has stricken the regulation.<sup>15</sup>

The Ordinance’s time restrictions regarding panhandling are similarly problematic. With respect to time, the Ordinance limits speech constituting panhandling to daytime hours, *see* § 28-213 (a), yet provides no similar time limitations for other forms of speech. There is no evidence suggesting that the Ordinance’s time-based restriction on requests for charitable donations hews closely to a compelling interest. Courts regularly strike down such restrictions.<sup>16</sup> The Ordinance cannot be said to further a compelling state interest.

For the foregoing reasons, Los Alamos’ Ordinance is extremely vulnerable to a constitutional challenge.

### ***Required Action***

We can all agree would like to see a Los Alamos where homeless people are not forced to solicit assistance on the streets. But whether examined from a legal, policy, fiscal, or moral standpoint, criminalizing any aspect of panhandling is not the best way to achieve this goal.

Based on the foregoing, we ask Los Alamos to take the following immediate actions:

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<sup>13</sup> *Reynolds v. Middleton*, 779 F.3d 222, 231 (4th Cir. 2015).

<sup>14</sup> *Browne v. City of Grand Junction*, 136 F. Supp. 3d 1276, 1294 (D. Colo. 2015).

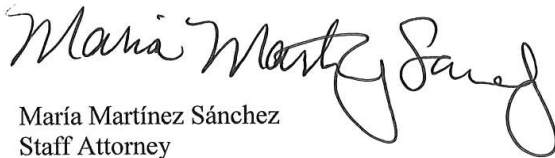
<sup>15</sup> *See, e.g., Norton v. City of Springfield*, 806 F.3d 411 (7th Cir. 2015); *Cutting v. City of Portland, Maine*, 802 F.3d 79 (1st Cir. 2015); *Comite de Jornaleros de Redondo Beach v. City of Redondo Beach*, 657 F.3d 936, 949 (9th Cir. 2011) (en banc); *Thayer v. City of Worcester*, 144 F. Supp. 3d 218, 237 (D. Mass. 2015) (“[M]unicipalities must go back to the drafting board and craft solutions which recognize” individuals’ rights under the First Amendment.); *McLaughlin v. City of Lowell*, 140 F. Supp. 3d 177, 189 (D. Mass. 2015); *Browne v. City of Grand Junction, Colorado*, 2015 WL 5728755, at \*13 (D. Colo. Sept. 30, 2015).

<sup>16</sup> *See, e.g., Browne v. City of Grand Junction*, 136 F. Supp. 3d 1276 (D. Colo. 2015) (finding that city did not show that a blanket prohibition on panhandling at night was necessary to advance public safety); *Ohio Citizen Action v. City of Englewood*, 671 F.3d 564, 580 (6th Cir. 2012) (striking down 6 pm curfew for door-to-door solicitation).

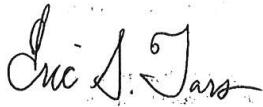
1. **Stop enforcing Los Alamos' Safety in Public Places Ordinance. This requires instructing any law enforcement officers charged with enforcing the Ordinance that it is no longer to be enforced in any way, including by issuance of citations, warnings, or move-on orders.**
2. **Immediately initiate the steps necessary to repeal Los Alamos' Safety in Public Places Ordinance.**
3. **Dismiss any pending prosecutions under Los Alamos' Safety in Public Places Ordinance.**

In the event Los Alamos does not take steps to remedy its unconstitutional ordinance, the ACLU of New Mexico will consider all options to ensure that the law is no longer enforced. Please inform us by **September 11, 2018** with the steps Los Alamos intends to take to address the issues detailed in this letter.

Sincerely,



Maria Martínez Sánchez  
Staff Attorney  
ACLU of New Mexico



Eric S. Tars  
Senior Attorney  
National Law Center on Homelessness & Poverty

**INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 18-22**

**A RESOLUTION DECLARING A MORATORIUM OF ONE HUNDRED EIGHTY (180) DAYS ON THE ENFORCEMENT OF CHAPTER 28, ARTICLE VII, SAFETY IN PUBLIC PLACES, OF THE LOS ALAMOS COUNTY CODE OF ORDINANCES**

**WHEREAS**, on November 27, 2015 the Incorporated County of Los Alamos ("County") adopted Code Ordinance No. 02-258 ("Ordinance") seeking to improve the quality of life and economic vitality of the County by protecting the public and the solicitors from certain dangerous and abusive solicitation practices; and

**WHEREAS**, in adopting the Ordinance, County attempted to narrowly tailor the Code to apply to designated locations where solicitation creates the greatest risks due to generally higher pedestrian or vehicular traffic volume and congestion; and

**WHEREAS**, in adopting the Ordinance, County attempted to narrowly tailor the Code to also address aggressive panhandling which includes approaching or following pedestrians, the use of abusive language, unwanted physical contact or the intentional blocking of pedestrian or vehicular traffic; and

**WHEREAS**, in adopting the Ordinance, County attempted to narrowly tailor the Code to protect the citizenry from the presence of individuals who solicit money from persons at or near banks or automated teller machines, or solicit from people in places where it is impossible or difficult for citizens to exercise their own common law right to be left alone and decline, or to avoid solicitation from others; and

**WHEREAS**, County continues to recognize that the above represents a significant governmental interest, namely, public safety and pedestrian and vehicular safety interests, including the safety of the solicitors as well as the citizens of the County; and

**WHEREAS**, County also recognizes that current United States First Amendment jurisprudence, in particular the progeny of *Reed v. Town of Gilbert*, 135 S. Ct. 2218 (2015), have cast warranted doubt over the constitutionality of the current Ordinance; and

**WHEREAS**, the Council of the Incorporated County of Los Alamos finds that the moratorium is necessary to allow Council time to address potentially substantial legal issues regarding the Ordinance.

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the Incorporated County of Los Alamos, that:

**Section 1. Moratorium.** That upon the effective date of this Resolution and for a period of one hundred eighty (180) calendar days, Chapter 28, Article VII, Sections 28-212 and 28-213, (Safety in Public Places) shall not be enforced.

**Section 2.** This Resolution shall not in any manner limit County's enforcement of all other ordinances in order to protect public safety through other properly adopted ordinances or by powers provided under State law.

  
R-18-22                      09/25/2018                      12:00 AM  
Page(s): 2                      Naomi D Maestas - County Clerk  
Los Alamos County, NM                      Victoria L Martinez - Deputy




**Section 3. Severability.** If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or enforceability of that section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

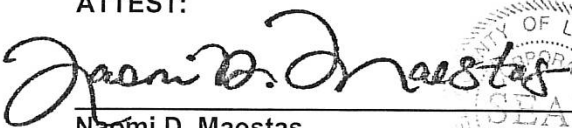
**Section 4. Effective Date.** This Resolution shall become effective upon adoption.

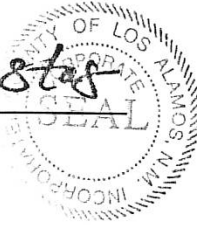
**PASSED AND ADOPTED** this 25<sup>th</sup> day of September, 2018.

INCORPORATED COUNTY OF LOS ALAMOS

  
\_\_\_\_\_  
David Izraelevitz,  
Council Chair

ATTEST:

  
\_\_\_\_\_  
Naomi D. Maestas,  
Los Alamos County Clerk





# County of Los Alamos

## Staff Report

November 13, 2018

Los Alamos, NM 87544  
www.losalamosnm.us

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<b>Agenda No.:</b>	A.
<b>Index (Council Goals):</b>	* 2018 Council Goal – Economic Vitality – Financial Sustainability – Encourage the Retention of Existing Businesses and Assist in Their Opportunities for Growth
<b>Presenters:</b>	Joanie Ahlers
<b>Legislative File:</b>	OR0832-18b

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### Title

Incorporated County Of Los Alamos Ordinance No.688; an Ordinance authorizing the sale of certain County-owned real property within Tract RM to Thirty301, LLC.

### Recommended Action

**I move that Council adopt Incorporated County Of Los Alamos Ordinance No. 688; an ordinance authorizing the sale of certain county-owned real property within Tract RM to Thirty301, LLC and ask staff to assure it is published as provided in the County Charter.**

### County Manager's Recommendation

The County Manager recommends adoption of this Ordinance as presented.

### Body

This Ordinance authorizes the sale of County-owned property identified as a portion of the Right of Way (ROW) that was originally intended for a roadway to connect Canyon and Trinity. Due to the forty-five-degree angle of the ROW layout it was determined to be a less than ideal connector road and the idea was abandoned by LAC.

There will be a lot split of a portion of the ROW; the result of this lot split will create a standalone parcel that is 12,389 sqft and will carry a deed restriction on its use for parking only. The portion of the parcel is currently owned by Los Alamos County, which is zoned PL- Public Land (Right of Way). The buyer will be petitioning Planning and Zoning for a zoning change to R-3-H, which will match the zoning of the western adjacent parcel of 3301 Canyon Road.

The benefit to Los Alamos County is that the additional sqft of land will enable much needed additional parking for both adjacent properties (Thirty301 Canyon apartments and 3250 Trinity Drive office building have entered into a private shared parking agreement).

The Purchase and Sale Agreement outlines the details of the sale and deed restrictions as well as a commitment from Thirty301, LLC to pay for water and maintenance of County installed landscaping of the County owned property in the area on Trinity reserved for political signs.

Council is authorized to sell county-owned real property and interests in real property through Chapter 14 of the Los Alamos County, New Mexico - Code of Ordinances. An appraisal dated July 20, 2018 estimated the market value of parcel consisting of 12,389 Square Feet with a deed restriction of parking only at \$40,000 (\$3.24 per sqft)

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The key terms are:

Buyer agrees that the Property will be developed as parking only, to serve the adjacent properties of 3250 Trinity Drive and 3301 Canyon Road.

Buyer agrees to pay for water and maintenance of County installed landscaping in the Right of Way for the Trinity Drive (NM 502) frontage, provided that such landscaping shall include trees (minimum of 3) and shrubs (minimum of 4).

Buyer agrees that the deed shall carry a restriction that limits the use of the Property to "parking only" in perpetuity.

**Fiscal and Staff Impact/Planned Item**

There should be minimal staff impact as a result of the sale of this parcel.

**Alternatives**

Council could choose to not adopt the Ordinance and the sale and development would not proceed, or Council could direct staff to amend the proposed ordinance and related agreement.

**Attachments**

A- Notice of Publication

B - Ordinance No. 688 with attachments



**NOTICE OF ORDINANCE NO. 688**

**STATE OF NEW MEXICO, COUNTY OF LOS ALAMOS**

Notice is hereby given that the Council of the Incorporated County of Los Alamos, State of New Mexico, has directed publication of Los Alamos County Ordinance No. 688. This will be considered by the County Council at an open meeting on Tuesday, November 13, 2018 at 6:00 PM, at the Los Alamos County Municipal Building: 1000 Central Avenue, Los Alamos, New Mexico 87544. The full copy is available for inspection or purchase, during regular business hours, in the County Clerk's Office: 1000 Central Avenue, Suite 240.

**INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 688**

**AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN COUNTY-OWNED REAL PROPERTY OF TRACT RM TO THIRTY301, LLC**

Council of the Incorporated County of Los Alamos

By: /s/ David Izraelevitz, Council Chair

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

**Publication Date: Thursday, November 1, 2018**

**INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 688**

**AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN  
COUNTY-OWNED REAL PROPERTY OF TRACT RM  
TO THIRTY301, LLC**

**WHEREAS**, the Incorporated County of Los Alamos, New Mexico ("County") is the holder and owner of certain real properties ("Property") within parcels generally known as Right of Way area running between Canyon and Trinity west of the Clendenin Building, 3250 Trinity Road, Los Alamos, New Mexico, and more particularly described in the attached Purchase and Sale Agreement; and

**WHEREAS**, the Property is intended to be utilized by County for economic development of the community and to enhance County's self-sufficiency by reducing economic dependence on Los Alamos National Laboratory related revenues; and

**WHEREAS**, County finds that the sale of certain real property of Tract RM to Thirty301, LLC, shall be developed as a parking only, to serve the adjacent properties of the office building located at 3250 Trinity Drive and the apartment complex owned by Thirty301 located at 3301 Canyon Road, and the deed shall carry a restriction that limits the use of the Property to "parking only" in perpetuity; and

**WHEREAS**, the current appraised fair market value of the Property has been determined by a qualified appraiser to be FORTY THOUSAND DOLLARS (\$40,000.00); and

**WHEREAS**, County agrees to sell the Property to Thirty301, LLC, for FORTY THOUSAND DOLLARS (\$40,000.00) in cash at the closing which shall occur on or about January 1, 2019, in accordance with the terms and conditions contained in the Purchase and Sale Agreement; and

**WHEREAS**, under the conditions expressed herein, the Council of the Incorporated County of Los Alamos wishes to enter into a private sale of the land in accordance with NMSA 1978, Section 3-54-1B, and this Ordinance is subject to referendum as provided in such Section; and

**WHEREAS**, this Ordinance was published prior to its adoption pursuant to the provisions of Subsection J of Section 3-1-2, NMSA 1978 and Section 3-17-3, NMSA 1978.

**BE IT ORDAINED BY THE GOVERNING BODY OF THE INCORPORATED COUNTY OF LOS ALAMOS** as follows:

**Section 1.** That the County Manager is authorized to negotiate and enter into a Purchase and Sale Agreement with Thirty301, LLC, whereby County shall receive a total of FORTY THOUSAND DOLLARS (\$40,000.00) for the Property, as outlined in the Purchase, Sale and Development Agreement, attached hereto as Attachment A.

**Section 2.** The County Manager is hereby authorized to finalize and execute the Purchase Agreement, Deed, and such other closing documents as may be reasonably necessary

to close the transaction authorized herein provided that the closing documents shall be substantially in a form acceptable to the County Attorney.

**Section 3.** The County Manager is directed to publish this Ordinance at least once within one (1) week after adoption of this Ordinance pursuant to Subsection J of Section 3-1-2, NMSA 1978, Subsection A of Section 3-17-3 NMSA 1978 and in accordance with NMSA 1978, Section 3-54-1D.

**Section 4.** This Ordinance shall be effective forty-five (45) days after publication of notice of its adoption.

**Section 5. 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 6. 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.

**ADOPTED** this 13<sup>th</sup> day of November, 2018.

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

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**David Izraelevitz,  
Council Chair**

**ATTEST:**

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

**PURCHASE AND SALE AGREEMENT  
FOR TRACT RM, LOS ALAMOS, NEW MEXICO 87544,  
TO THIRTY301, LLC**

**1. PARTIES/PURCHASE.** This Purchase and Sale Agreement ("**Agreement**"), effective as of the last date a party hereto executes the Agreement (the "**Effective Date**"), is made by and between the Incorporated County of Los Alamos ("**Seller**") who agrees to sell and convey to Thirty301, LLC, a New Mexico limited liability company ("**Buyer**") who agrees to buy from Seller the Property described in Paragraph 2 below, on the terms and conditions contained herein. Buyer and Seller are sometimes collectively referred to herein as the "**Parties**."

**2. PROPERTY.** Seller owns that certain real property in Los Alamos County, New Mexico, adjacent to the west of 3250 Trinity Drive, Los Alamos, New Mexico; due south of Thirty301 Canyon, and described as Tract RM Eastern Area No. 3 on that plat of survey recorded in Los Alamos County Clerk's office. Tract RM, is a parcel that consists of approximately 12,341 sq. ft. (0.283 acres) as shown on the proposed plat as Exhibit 1 to this Agreement, along with all rights, privileges, easements, tenements, hereditaments, rights of way and appurtenances that belong or appertain to the Property and are owned by Seller, including, without limitation, all development and air rights, to the extent consistent with paragraph 3.C of this Agreement, but excluding any minerals, oil, gas and other hydrocarbon substances on and under the land. Seller at its sole cost and expense, shall cause the Property to be surveyed by a licensed surveyor in the state of New Mexico and certified to Buyer ("**Subdivision Survey**") and subdivided (Buyer shall have the right to approve the form of subdivision plat and any conditions included on said plat), and, upon completion of such subdivision and surveying, the legal description of the Property herein shall be conformed to the Subdivision Survey. The Subdivision Survey shall conform to all standards as may be required for subdivision purposes and for the deletion of Standard Exception No. 3 to Schedule B of the Owner's Policy of Title Insurance [NM Form 1 (eff. 3-1-16)/ATLA Owner's Policy (6-17-06)].

**3. CONDITIONS OF SALE.**

**A.** Buyer shall develop the Property as parking only, to serve the adjacent properties of 3250 Trinity Drive and Thirty 301 Canyon Road.

**B.** Seller agrees to landscape the Right of Way for the Trinity Drive (NM 502) frontage, provided that such landscaping shall include a minimum of three (3) trees, and a minimum of four (4) shrubs, to be completed at the time of construction of the parking lot. Buyer hereby agrees to maintain and provide water for the irrigation system and to maintain the County installed landscaping.

**C.** Buyer agrees that the deed shall carry a restriction that limits the use of the Property to "parking only" in perpetuity.

**4. PURCHASE PRICE AND EARNEST MONEY.** The purchase price ("**Purchase Price**") for the Property (subject to adjustment as described below) shall be calculated by multiplying the Net Square Footage (as defined below) by Three and 24/100 Dollars (\$3.24). "**Net Square Footage**" shall mean the total gross square footage of the land, less any (i) land dedicated or required to be dedicated for public streets, sidewalks or any other public improvements, and (ii) areas that are subject to easements or public street rights of way that prohibit the construction of any improvements (such as parking areas) other than landscaping. Notwithstanding anything

to the contrary in the preceding sentence, areas required to be landscaped pursuant to paragraph 3.B of this Agreement shall be included in the Net Square Footage regardless of topography or slope. The Net Square Footage shall be determined by the surveyor preparing the Survey. The Purchase Price shall be paid as follows:

<b>A. Purchase Price:</b>	<b>\$ 40,000.00</b>
<b>B. Earnest Money Deposit:</b>	<b>\$ 4,000.00</b>
<b>C. Balance of Purchase Price:</b>	<b>\$ 36,000.00</b>

The Earnest Money Deposit shall be paid to and deposited with Title Guaranty, LLC (the "**Title Company**") within three (3) business days of the **Effective Date**. The Earnest Money Deposit shall be credited to the Purchase Price at Closing (as hereafter defined), unless otherwise applied in accordance with the terms of this Agreement. The balance of the Purchase Price shall be paid by wire transfer or other immediately available certified funds acceptable to the Title Company at Closing. The Parties acknowledge and agree that Seller has not conditioned this Agreement on the use of any particular title company. Instead, the Parties have mutually agreed to designate Title Guaranty, LLC as the "Title Company" for purposes of this Agreement.

**5. PRE-CLOSING AND DUE DILIGENCE COSTS.** Buyer shall bear the cost of any inspections, tests, appraisals, and other activities related to Buyer's due diligence or financing. Each party shall bear the cost of its own attorneys and consultants.

**6. CLOSING DATE AND CLOSING COSTS.** The closing of the purchase and sale transaction contemplated under this Agreement ("**Closing**") shall take place in escrow at the offices of the Title Company within thirty (30) days of the satisfaction of all contingencies contained in this Agreement, or on such other date as the parties may mutually agree to in writing (the "**Closing Date**"). At Closing, the Parties shall deliver and execute the necessary documents to complete this transaction and submit the funds necessary to complete this transaction by wire transfer or other certified funds acceptable to the Title Company (and Seller agrees to deliver any reasonable and customary certificates and affidavits that may be required in the normal course by the Title Company, including, but not limited to affidavits stating that Seller has sole and exclusive possession of the Property, subject only to the Permitted Exceptions and stating that there have been no improvements, additions, alterations, repairs or any changes of any kind whatsoever made to the Property during the twelve (12) months immediately preceding Closing). The Parties shall share equally in all costs of Closing, except as provided otherwise by this Agreement. Buyer shall pay all Closing costs which are incurred as a result of the recordation of the deed conveying the Property to Buyer, all costs of Buyer obtaining financing and all costs incurred as a result of requirement of Buyer's lender, including but not limited to, appraisals, credit reports, mortgage recording fees, mortgagee's title commitment and policy, and loan transfer fees. Property-specific fees, including real estate taxes and assessments, shall be prorated between the Parties as of the Closing Date.

**7. POST CLOSING.** Following the satisfaction or waiver of all Contingencies set forth in Paragraph 16 hereof, and the receipt of the Purchase Price and other items specified in Paragraph 6 hereof, the Title Company shall (i) file the Deed of record, (ii) deliver the Deed and title insurance policy to Buyer, (iii) deliver such other documents as applicable to the proper party and (iv) disburse the funds as shown on the closing settlement statements. If the Contingencies are not satisfied or waived and the transaction does not close, the Title Company shall hold the

unrecorded documents and funds thereafter as agent for the parties. The documents and funds shall be delivered as provided in Paragraph 16, below.

## **8. TITLE INSURANCE AND CONVEYANCE.**

**A.** Buyer is responsible for all costs of title insurance, including the removal of any preprinted exclusions to the title insurance policy and the addition of any endorsements to such policy.

**B.** Seller shall convey the Property to Buyer by special warranty deed ("**Deed**") at Closing subject to the deed restrictions set forth in Paragraph 3, *ad valorem* real estate taxes for 2018 subsequent years and any restrictions, and Permitted Exceptions (as defined in Paragraph 16.A hereof).

**C.** Buyer shall receive title under the name set forth above and the address for property tax notices shall be Buyer's address set forth in Paragraph 13 below.

**9. LEGAL DESCRIPTION.** Seller shall provide an updated legal description of the Property at the time of Closing, consistent with the Subdivision Survey.

**10. POSSESSION.** Seller agrees that vacant and physical possession of the Property shall be delivered to Buyer at Closing. The Property shall be delivered in its present condition, unless otherwise required by this Agreement.

**11. CASUALTY PROVISIONS.** Prior to Closing, risk of loss or damage to the Property or any improvements located thereon, whether by fire, windstorm or other peril (including water damage) shall be the responsibility of Seller, and in the event of loss, Buyer shall have the option (to be exercised by written notice to Seller within five (5) days after receipt of notice of loss) of canceling this Agreement and receiving back the earnest money or closing with the Property "as is" and receiving assignment at closing of Seller's portion of the insurance proceeds, if any, necessary to restore the Property to its present condition. If Buyer fails to timely notify Seller of its election, Buyer shall be deemed to have elected to close.

**12. DEFAULT.** Time is of the essence. If any payment or any other condition hereof is not made, tendered or performed by either Seller or Buyer as herein provided, then this Agreement, at the option of the party who is not in default, may be terminated by such party. In the event of such default by Seller, then the Earnest Money Deposit shall be returned to Buyer and Buyer shall have no further rights under this Agreement, except for the right of specific performance. In the event of such default by Buyer, the Earnest Money Deposit shall be forfeited by Buyer as fixed and liquidated damages and immediately paid to Seller and Seller shall have no further rights under this Agreement.

**13. NOTICE.** Any notice, demand, request, approval, or other communication (a "**Notice**") which, under the terms of this Agreement or under any statute, must or may be given by the parties, must be in writing and shall either be hand-delivered, transmitted by facsimile, sent by overnight courier or delivery service, or sent by United States Mail, registered or certified, return receipt requested and postage prepaid, addressed to the respective parties at the following addresses:

To Seller: County of Los Alamos  
c/o Harry Burgess, County Manager  
1000 Central Avenue, Suite 350  
Los Alamos, New Mexico 87544  
Facsimile: 505-662-8079

To Buyer: Thirty301, LLC  
c/o Marcus Hall  
129 Monte Rey Drive  
Los Alamos, New Mexico 87544  
Tel: 505-412-3191  
Email: [mhall@newmexico.com](mailto:mhall@newmexico.com)

Title Company: Title Guaranty Company  
1631 Central Avenue  
Los Alamos, New Mexico 87544  
Attention: Andrew Martinez  
Facsimile: 505-662-6891

Notices, demands, requests, and exercises served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement (a) upon actual receipt, if hand-delivered, (b) upon confirmation of transmission, if sent by facsimile, (c) the date of deposit, if sent by U.S. Express Mail or overnight courier service, or (d) three (3) days after postmark, if sent by U.S. Mail. Copies of all notices shall also be given to the Title Company. Notices by a party may be given by legal counsel or the authorized agent of such party.

**14. SURVIVAL CLAUSE.** Terms of this Agreement that provide for rights, duties, and/or obligations that expressly or logically extend beyond the expiration or earlier termination of this Agreement, including indemnity obligations, shall survive such expiration or earlier termination of this Agreement and shall not merge at Closing; rather, they shall survive the Closing and bind the parties hereto.

**15. BUYER'S DISCLOSURES.** Buyer hereby discloses, represents and warrants to Seller that:

**A.** The sale of the Property hereunder is and will be made on an "as is, where is" basis and Seller has not made, does not make and specifically negates and disclaims any representations, warranties or guarantees of any kind or character, whatsoever, whether express or implied, oral or written, past, present, future or otherwise, of, as to, concerning or with respect to the Property.

**B.** Buyer has or will complete all physical and financial examinations relating to the acquisition of the Property hereunder and will acquire the same solely on the basis of such examinations and the title insurance protection afforded by the title policy and not on any information provided or to be provided by Seller.

**C.** Any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information.

**D.** Seller shall not be liable for any negligent misrepresentation or any failure to investigate the Property nor shall Seller be bound in any manner by any verbal or written statements, representations, appraisals, environmental assessment reports or other information pertaining to the Property or the operation thereof, furnished by Seller or by any real estate broker, agent, representative, employee, servant or other person acting on Seller's behalf.

**E.** It is understood and agreed that the Property is sold by Seller and purchased by Buyer subject to the foregoing.

**16. CONTINGENCIES.** Buyer's obligations to purchase the Property shall be contingent upon the following:

**A. Title Contingency.** Buyer, at Buyer's expense, shall order a commitment to insure title (the "**Title Commitment**") from the Title Company within three (3) business days of the Effective Date. Buyer shall have twenty (20) days from the receipt of the Title Commitment (and all items listed as special exceptions therein) (the "**Title Review Period**") in which to object to the Title Commitment by delivering to Seller written notice of objection. If Buyer fails to notify Seller of any objections within the Title Review Period, Buyer shall be deemed to have accepted the Title Commitment, including any exceptions identified therein, and this Title Contingency shall be removed. Seller has the option to remove objections at its cost. If Seller elects to cure, it shall notify Buyer of its intent to cure within twenty (20) days of receipt of Buyer's written objection(s) and this Agreement shall remain in full force and effect. Failure of Seller to respond to Buyer's objection(s) within this period shall be deemed a refusal to cure any of them. Seller shall have five (5) business days from delivering notice of intent to cure to effect a cure of Buyer's title objections. If Seller is unable or unwilling to cure Buyer's title objections, Buyer may either choose to: (i) accept the Property as offered or remedied by Seller and proceed to Closing; or (ii) terminate this Agreement and have returned the Earnest Money Deposit. Any exceptions to title not objected to by Buyer or as to which objections have been waived shall be deemed "**Permitted Exceptions.**"

**B. Survey Contingency.** Within three (3) business days of the Effective Date, Seller shall order the Subdivision Survey, which shall be sufficient for the creation of the Property by subdivision as contemplated by paragraph 2 hereof. Buyer shall have five (5) days from receipt of the Survey in which to object to the Survey or any condition revealed thereby ("**Survey Review Period**") by delivering to Seller written notice of objection. If Buyer fails to notify Seller of any objections within the Survey Review Period, Buyer shall be deemed to have accepted the Survey and this Survey Contingency shall be removed. Seller has the option to remove objection(s) at its cost. If Seller elects to remove the objection(s), it shall notify Buyer of its intent to cure within thirty (30) days of receipt of notice of Buyer's objection(s) and this Agreement shall remain in full force and effect. Failure of Seller to respond to Buyer's objection(s) within this period shall be deemed a refusal to cure any of them. Seller shall have five (5) business days from providing notice of intent to cure to effect a cure of Buyer's survey objections. If Seller is unable or unwilling to cure Buyer's survey objections, Buyer may either choose to: (i) accept the Property as offered or remedied by Seller and proceed to Closing; or (ii) terminate this Agreement and have returned the Earnest Money Deposit.

**C. Updates.** If any title exceptions or survey matters are disclosed by updates of the Commitment and/or Survey or other title "date-downs" that affect the marketability or insurability of the title to the Property, Buyer may, within ten (10) days of receiving the update or "date-down" (the "**Update Review Period**"), object to any such matter by delivering to Seller written notice of objection. If Buyer fails to notify Seller of any objections within the Update Review Period, Buyer



shall be deemed to have accepted the updated Title Commitment, including any exceptions identified therein, and this contingency shall be removed. Seller has the option to remove objections at its cost. If Seller elects to cure, it shall notify Buyer of its intent to cure within twenty (20) days of receipt of Buyer's written objection(s) and this Agreement shall remain in full force and effect. Failure of Seller to respond to Buyer's objection(s) within this period shall be deemed a refusal to cure any of them. Seller shall have five (5) business days from delivering notice of intent to cure to effect a cure of Buyer's objections. If Seller is unable or unwilling to cure Buyer's objections, Buyer may either choose to: (i) accept the Property as offered or remedied by Seller and proceed to Closing; or (ii) terminate this Agreement and have returned the Earnest Money Deposit. Any exceptions to title not objected to by Buyer or as to which objections have been waived shall be deemed "**Permitted Exceptions.**" Notwithstanding anything herein contained to the contrary, any existing mortgages, deeds of trust, deeds to secure debt, mechanics' or materialmen's liens, judgment liens or similar monetary liens and encumbrances, as well as any tenants or other parties in possession of all or any portion of the Property, shall be automatically deemed matters to which objection is made by Buyer, regardless of whether Buyer gives written notice of objection thereto to Seller, and Buyer under no circumstances shall be deemed to have waived any such matters, nor shall same be considered Permitted Exceptions hereunder, unless such waiver shall be an express waiver in writing executed by Buyer.

**D. Inspection Contingency.** Buyer has thirty (30) days from the Effective Date ("**Inspection Period**") in which to secure whatever inspections Buyer feels it prudent to perform. Should Buyer desire to terminate this Agreement for any reason on or before the expiration of the Inspection Period, then Buyer may, at its option, terminate this Agreement by giving written notice of termination to Seller on or before the expiration of the Inspection Period whereupon Title Company shall immediately refund to Buyer the Earnest Money Deposit and this Agreement shall be deemed null and void and of no further force or effect with Buyer and Seller having no further rights, obligations or liabilities hereunder, except for matters that by the terms hereof expressly survive termination. Seller shall provide Buyer or its agent reasonable access to the premises to perform inspections. Should inspections reveal any conditions that Buyer wishes Seller to remedy, Buyer shall provide a written report of such condition to Seller within the Inspection Period. If Buyer fails to terminate this Agreement within the Inspection Period, Buyer shall be deemed to have waived this Inspection Contingency. Seller has the option of remedying any reported condition(s) at its cost. If Seller elects to remedy the condition(s), it shall notify Buyer of its intent to cure within thirty (30) days of receipt of the report and this Agreement shall remain in full force and effect. Failure of Seller to respond within this period shall be deemed a refusal to cure any reported condition. Should Seller elect to perform the remediation, it shall provide the results of its work to Buyer within ten (10) days of completion. Buyer shall then have ten (10) days to notify Seller in writing of its election to either (i) waive its Inspection Contingency and proceed to Closing, or (ii) terminate this Agreement and have returned the Earnest Money Deposit.

All inspections shall be paid for by Buyer. Buyer shall indemnify, defend, and hold Seller harmless from and against any and all costs, claims, liabilities or damages (including attorneys' fees) incurred by or asserted against Seller (including damage to the Property) arising out of or resulting from any inspection or survey of the Property made by or on behalf of Buyer.

**17. EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts by each of the signatories to this Agreement. The parties agree that signatures transmitted by facsimile machine or signatures transmitted via e-mail in a "PDF" format may be used in place of original signatures on this Agreement.

**18. ENTIRE AGREEMENT.** This Agreement, together with the addenda or exhibits attached hereto, comprises the entire understanding and agreement of the parties hereto on the subject matter herein contained and supersedes all prior agreements or representations with respect to the Property not expressly set forth herein, is governed by the laws of the State of New Mexico and shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, successors, and assigns. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby. Time is of the essence of this Agreement.

**19. ATTORNEYS' FEES.** In the event of any action, suit or other proceeding arising out of or related to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, any gross receipts tax thereon, and legal costs and expenses, including those incurred on appeal and in any collection action.

**20. SEVERABILITY.** All of the provisions of this Agreement are hereby declared to be severable and a finding by any court of competent jurisdiction that any provision of this Agreement is void, unlawful, or unenforceable shall not affect the validity or enforceability of any other provision of this Agreement provided it is possible to accomplish the purpose of this Agreement, namely the conveyance of the subject Property following the finding by the court.

**21. PRE-CLOSING INSPECTION.** Buyer shall have the right to re-inspect that the Property (personally, or by a designated individual) within two (2) days prior to the Closing date for the limited purpose of permitting Buyer to be assured that the Property is in the same condition as of the date of this Agreement.

**22. DEFINITIONS.** DAY(S) shall be determined on a "calendar day" basis unless stated otherwise. If the final day for performance falls on a Saturday, Sunday or legal Holiday, the time therefore shall be extended to the next business day. Legal Holidays are described as: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. EFFECTIVE DATE is the date this Agreement is fully executed and delivered. DELIVERED means personally delivered, delivered by facsimile, mailed postage pre-paid, or by any method where there is evidence of receipt. The facsimile or e-mail transmission of a copy of this or any related document shall constitute delivery of that document. The facsimile, e-mail or electronically transmitted signature shall have the same force and effect as an original signature. The MASCULINE includes the feminine. The SINGULAR includes the plural.

**IN WITNESS WHEREOF**, the parties have entered into this Purchase and Sale Agreement effective as of the date first written above.

**THIRTY301, LLC**

**BY:** \_\_\_\_\_  
**MARCUS HALL, PRINCIPAL** **DATE**

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

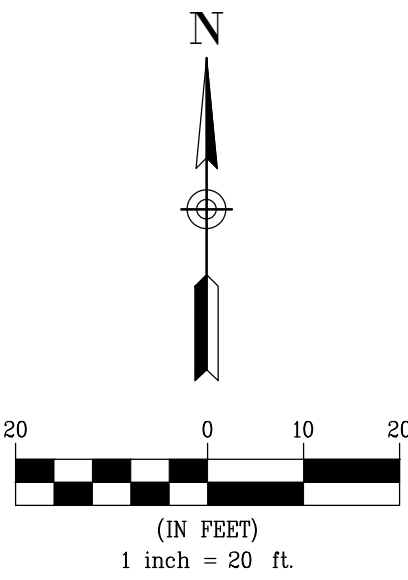
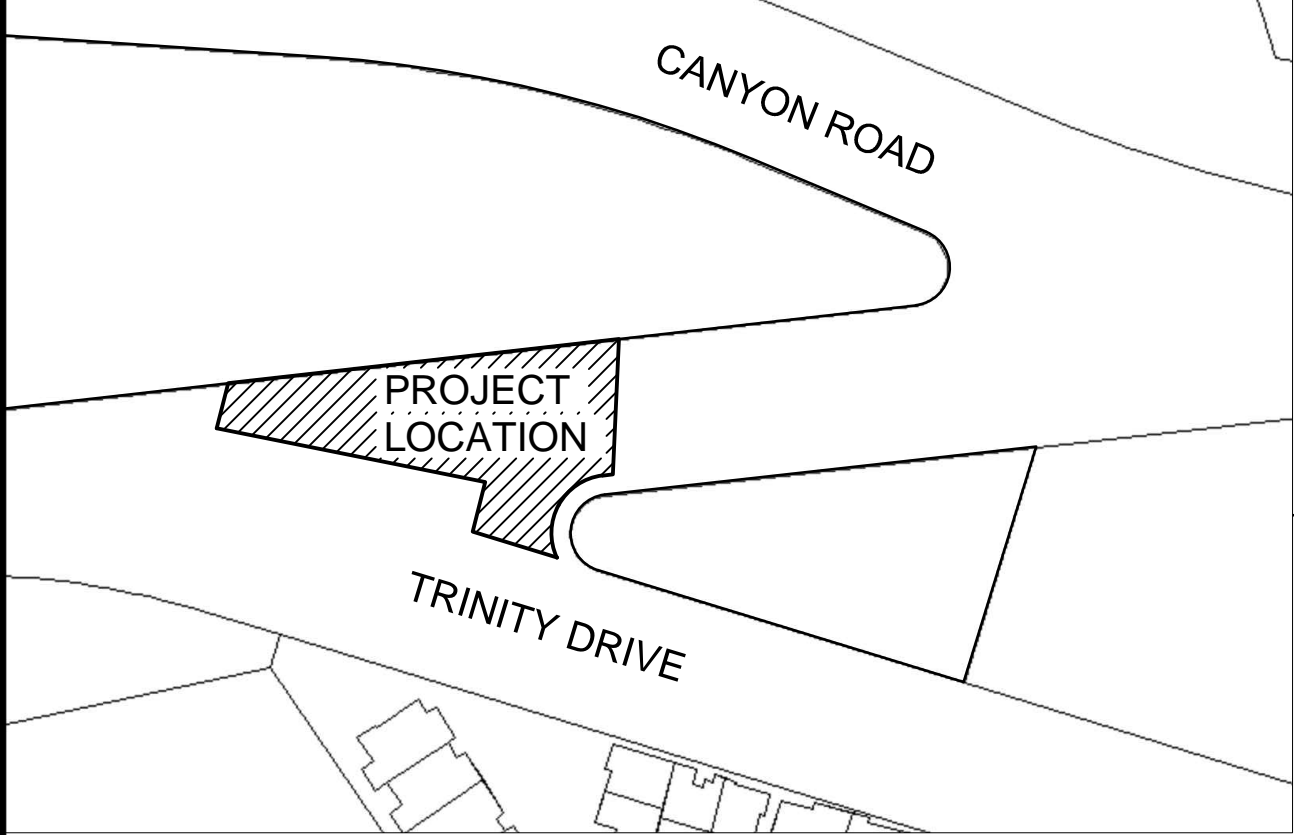
\_\_\_\_\_  
**NAOMI D. MAESTAS**  
**COUNTY CLERK**

**BY:** \_\_\_\_\_  
**HARRY BURGESS** **DATE**  
**COUNTY MANAGER**

**Approved as to form:**

\_\_\_\_\_  
**J. ALVIN LEAPHART**  
**COUNTY ATTORNEY**

BOUNDARY SURVEY PLAT FOR CHALECO, LLC.,  
OF TRACT RM EASTERN AREA NO. 3,  
LOS ALAMOS COUNTY NEW MEXICO  
APRIL, 2017



GENERAL NOTES

1. FIELD SURVEY WAS COMPLETED ON JANUARY 4, 2017.

REFERENCE DOCUMENTS

1. PLAT OF EASTERN AREA NO. 3 FILED IN PLAT BOOK 1 PAGE 74.
2. PLAT OF SUBDIVISION OF LOT 1-TRACT I EASTERN AREA No. 3 PREPARED BY JOHN R. MENDIUS L.S. 3722 AND FILED IN THE OFFICE OF THE LOS ALAMOS COUNTY CLERK, IN PLAT BOOK 4 PAGE 36 ON MAY 1, 1981.
3. BOUNDARY SURVEY PLAT FOR THIRTY 301, LLC. OF TRACT H-2, UNIT B EASTERN AREA No. 3 LOS ALAMOS, BY PRECISION SURVEYS, INC. FILED IN PLAT BOOK 169 PAGE 546, JUNE 6, 2015.

LEGEND

- ▲ FOUND T-BAR W/CAP
- FOUND 1/2" REBAR W/CAP OR PK NAIL WITH FLASHER STAMPED "LS 11993"
- REBAR WITH CAP OR PK NAIL WITH FLASHER STAMPED "LS 18375" SET
- ⊕ TELCOM. MANHOLE
- ⊖ ELECTRIC MANHOLE
- ⊗ SANITARY SEWER MANHOLE
- ⊕ WATER VALVE
- ⊗ STREET LIGHT POLE
- ⊕ FIRE HYDRANT
- ⊗ ELECTRICAL EQUIPMENT BOXES
- ⊗ CONCRETE AREA



LOS ALAMOS

INCORPORATED  
COUNTY OF LOS ALAMOS,  
PUBLIC WORKS DEPT.

ENGINEERING DIVISION  
1000 CENTRAL AVE., SUITE 160  
LOS ALAMOS, NEW MEXICO 87544  
(505) 662-8150 FAX: (505) 662-8109

THIRTY 301, LLC.  
TRACT H-2 UNIT B3  
EASTERN AREA No.3  
PLAT BOOK 169, PAGE 546

APPT. BUILDING

TRACT RM  
(vacant land former  
unimproved  
80' Right-of-Way)  
12,340.10 sq. ft.  
0.283 acres±

VACANT LAND CURRENT  
UNIMPROVED  
LOS ALAMOS COUNTY  
80' RIGHT-OF-WAY

LOT 1A TRACT I  
PLAT BOOK 4  
PAGE 36

TRINITY DRIVE  
80' Right-of-Way

DEDICATION

THE AREA DESIGNATED HEREON AS PUBLIC UTILITY EASEMENT AND DELINEATED HEREON, IS HEREBY GRANTED TO THE INCORPORATED COUNTY OF LOS ALAMOS AND IT'S SUCCESSORS AND ASSIGNS FOR THE PURPOSE OF UTILITY EASEMENTS OVER, ACROSS, IN AND UPON THE LAND SHOWN.

COUNTY ENGINEER	DATE
COUNTY SURVEYOR	DATE
DEPARTMENT OF PUBLIC UTILITIES	DATE

INCORPORATED COUNTY OF LOS ALAMOS

DAVID IZRAELEVITZ, LOS ALAMOS COUNTY COUNCIL CHAIR  
OWNER OF TRACT RM, EASTERN AREA NO. 3

STATE OF NEW MEXICO } SS  
COUNTY OF LOS ALAMOS }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ BY THE OWNER OF TRACT RM, EASTERN AREA NO. 3, INCORPORATED COUNTY OF LOS ALAMOS, DAVID IZRAELEVITZ, LOS ALAMOS COUNTY COUNCIL CHAIR.

NOTARY PUBLIC MY COMMISSION EXPIRES

LEGAL DESCRIPTION

A PORTION OF VACANT LAND (FORMER 80' RIGHT-OF-WAY) LYING BETWEEN TRACT H-2 UNIT B3 (PLAT BOOK 169, PAGE 546), AND LOT 1A TRACT I (PLAT BOOK 4, PAGE 36), WITHIN EASTERN AREA NO. 3 LOS ALAMOS COUNTY, NEW MEXICO. SAID PORTION OF LAND TO BE KNOWN AS "TRACT RM" WITH APPROVAL OF THIS PLAT AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT FROM WHENCE A FOUND ALUMINUM CAP "BC 28 RESET" BEARS SOUTH 80°55'40" EAST A DISTANCE OF 4,768.46 FEET TO THE POINT AND PLACE OF BEGINNING,

THENCE, NORTH 83°32'05" EAST A DISTANCE OF 205.49 FEET TO A POINT,

THENCE, SOUTH 02°31'43" WEST A DISTANCE OF 70.75 FEET TO A POINT,

THENCE, SOUTH 82°54'30" WEST A DISTANCE OF 5.43 FEET TO A POINT,

THENCE ON A CURVE TO THE LEFT WITH AN ANGLE OF 065°52'44", HAVING A RADIUS OF 30.31 FEET, A LENGTH OF 34.85 FEET, WITH A CHORD BEARING SOUTH 49°58'08" WEST A DISTANCE OF 32.96 FEET TO A POINT,

THENCE, SOUTH 17°01'48" WEST A DISTANCE OF 20.31 FEET TO A POINT,

THENCE, NORTH 72°58'12" WEST A DISTANCE OF 38.43 FEET TO POINT,

THENCE, NORTH 14°22'09" EAST A DISTANCE OF 26.80 FEET TO A POINT,

THENCE, NORTH 78°42'46" WEST A DISTANCE OF 143.14 FEET TO A POINT,

THENCE NORTH 14°13'22" EAST A DISTANCE OF 24.34 FEET TO THE POINT AND PLACE OF BEGINNING AND CONTAINING AN AREA OF 12,340.10 SQ. FT., 0.283 ACRES MORE OR LESS.

SURVEYORS CERTIFICATE

I, JASON A. ROMERO, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO AND THAT THIS PLAT AND THE NOTES HEREON WERE PREPARED FROM DOCUMENTS LISTED UNDER THE HEADING "REFERENCE DOCUMENTS" AND FROM FIELD NOTES OF AN ACTUAL SURVEY MADE UNDER MY SUPERVISION IN MAY, 2015 AND MEETS THE MINIMUM REQUIREMENTS OF THE STANDARDS OF LAND SURVEYS IN NEW MEXICO AS ADOPTED BY THE NEW MEXICO STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JASON A. ROMERO, N.M.P.L.S. NO. 18375  
County of Los Alamos-Public Works Dept., Engineering, Div.  
1000 Central Ave., Suite 160  
Los Alamos, New Mexico 87544  
Ph. (505)662-8150





# County of Los Alamos

## Staff Report

November 13, 2018

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** B.

**Index (Council Goals):**

**Presenters:** Brian Brogan, Community Services Director

**Legislative File:** OR0834-18b

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### **Title**

Incorporated County Of Los Alamos Code Ordinance No. 02-290, an Ordinance Amending Chapter 14, Article III, of the Code of the Incorporated County of Los Alamos Pertaining to Cemeteries

### **Recommended Action**

**I move that Council adopt Incorporated County of Los Alamos Ordinance No. 02-290, an Ordinance Amending Chapter 14, Article III, of the Code of the Incorporated County of Los Alamos Pertaining to Cemeteries**

### **County Manager's Recommendation**

The County Manager recommends that Council approve this ordinance.

### **Body**

A columbarium was recently purchased and installed at Guaje Pines Cemetery. The cemetery ordinance revisions are intended to incorporate the new columbarium rules and regulations. In addition, revisions were made to streamline processes and reflect updated organizational units within the Community Services Department.

### **Alternatives**

Council may choose not to approve this ordinance.

### **Attachments**

A - Incorporated County of Los Alamos Ordinance No. 02-290  
B- Notice of Public Hearing

INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE NO. 02-290

AN ORDINANCE AMENDING CHAPTER 14, ARTICLE III,  
OF THE CODE OF THE INCORPORATED  
COUNTY OF LOS ALAMOS PERTAINING TO CEMETERIES

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

**WHEREAS**, the Council of the Incorporated County of Los Alamos (County) is authorized to establish, maintain, and regulate a municipal cemetery pursuant to §3-18-8 and 3-40-1 et seq., N.M.S.A. 1978; and

**WHEREAS**, the County has established a municipal cemetery known as Guaje Pines Cemetery by Resolution of Los Alamos County Board of Commissioners adopted February 8, 1960; and

**WHEREAS**, said fees and services now need to be revised.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Incorporated County of Los Alamos, State of New Mexico:

**Section 1.** That Chapter 14, Article III, of the Los Alamos County Code of Ordinances is hereby amended by replacing it entirely with the following:

Sec. 14-71. - Ownership and regulation.

The county owns and the council maintains and regulates a municipal cemetery known as Guaje Pines Cemetery.

Sec. 14-72. - Scope of article.

Guaje Pines is a garden cemetery, a type of cemetery based on the belief that large tombstones are not desirable and that a pleasing landscape, beautiful and harmonious, is the most suitable resting place for the deceased. As is typical of garden-type cemeteries with columbarium, Guaje Pines has no denominational sections, individual grave monuments above ground level, or boundaries or enclosures surrounding family plots. No shrubs, flowers, trees or fences on or around grave spaces are allowed to be planted except as approved and executed by the county ~~parks division manager~~ Community Services Department Director or designee. Trees and shrubs are planted on the periphery of the cemetery to enhance the appearance.

Sec. 14-73. - Purpose of article.

Guaje Pines Cemetery is owned and operated for the public by the county. ~~Cemetery rules and regulations~~ This Article III of Chapter 14 adopted by the county ~~are~~ is designed to be of benefit to individual space owners and to the entire community. All persons are required to obey ~~the rules and regulations~~ this Article and are encouraged to report any infractions of same on the part of others to the parks maintenance division.

Sec. 14-74. - General regulations.

(a) *Days/hours of service.*

- (1) *Visitation.* The cemetery is open for visitation every day throughout the year, sunrise to sunset.

- (2) ~~Memorial & Services.~~ The cemetery is open for memorial services ~~(including interments, inurnments and scattering of remains)~~ Monday through Saturday 8:00 a.m. to 3 4:00 p.m.

(b) *Guidelines.*

- (1) The county has the right to remove any marker or other grave marking that poses an imminent safety hazard or has become damaged or vandalized, without prior notification. Notification prior to removal will be given whenever possible.
- (2) Only ~~cemetery parks~~ staff or county contracted personnel have authority to perform work on any grave within the grounds. General grooming by the public requires written permission from the ~~parks division manager~~ Community Services Director or designee.
- (3) The speed limit through the cemetery is ten miles per hour.
- (4) Vehicles, other than ~~cemetery parks~~ staff or contracted personnel vehicles, are allowed in the cemetery only when their use is associated with cemetery business. ~~such as visiting a grave site or attending a funeral.~~
- (5) No parking or driving is allowed off the paved roadway within the cemetery.
- (6) Only qualified service animals per NMSA 1978, § 28-11-2 are allowed on the cemetery grounds.
- (7) Consumption of alcoholic beverages is prohibited on cemetery grounds.
- (8) Only ~~cemetery parks~~ staff will close graves after the funeral director dismisses the funeral party from the burial area. For safety reasons, no one else is permitted in the area during a grave closing.

(c) *Decoration and marker guidelines.*

- (1) Approved flower receptacles for graves include metal vases of a rust-resistant material or heavy-duty plastic. The use of glass, tin or ceramic receptacles of any type is prohibited. The county has the right to remove any prohibited receptacle without prior notification.
- (2) The county is not responsible for damage to or loss of any plants, vegetation or vases resulting from the elements, vandalism or theft.
- (3) Flowers associated with funerals will usually be removed three working days after the interment service.
- (4) The county reserves the right to remove, ~~at any time,~~ decorations, structures, or items as appropriate. ~~and flowers, artificial or real, that are determined by cemetery staff to be unsightly or weathered.~~
- (5) During mowing operations, decorations may be moved aside and then replaced in their original location.
- ~~(6) The county may remove any structure from any grave if it becomes unsightly or obstructs the maintenance of the grave site or adjacent area.~~
- ~~(7)~~ 6 Twenty-four hour notice (one working day) is required to schedule a service. ~~prepare a grave site.~~

Sec. 14-75. - ~~Vaults and~~ Grave liners.

~~To prevent sunken graves, thereby keeping maintenance costs economical and to maintain the beauty of the cemetery, it is necessary to require vaults or Liners are required, for adult spaces only. A one piece concrete dome liner is available from the county. Other types of one piece vaults may be acceptable with prior approval of the county parks division manager. The use of sectional type liners is expressly prohibited. No vaults or liners are required for children's spaces. Liners are available to purchase from the county.~~

Sec. 14-76. - Capacity of each space.

(a) Grave space capacity. Each adult grave space is limited to the burial of either one human body and the cremated remains of one human body or the cremated remains of two human bodies. Such arrangements shall include burial of the one human body at such depth as to permit simultaneous or subsequent burial of the cremated remains above or below the body at sufficient depth below ground level to satisfy general cemetery rules and regulations. In no case shall two human bodies be buried within an adult grave space. Such arrangements shall include recognition thereof by the person responsible for the first burial, with consequent acknowledgment that a second burial will occur in the same grave space and that under no circumstances will the opening or reopening of the grave space be deemed or contended to be a disturbance of the remains or grave of the first body or remains therein interred.

(b) Columbarium space capacity. Each columbarium niche is limited to the cremated remains of two human bodies.

Sec. 14-77. - Gravemarkers. ~~Markers.~~

~~(a) Temporary markers.~~ Mortuaries usually provide temporary markers to be placed at the head of the grave at the time of burial. No responsibility is assumed by the county for the loss or destruction of such markers. In the event of loss or destruction, temporary markers may be obtained from the county at no additional charge. Such request should be made to the county clerk's office.

~~(b a) Permanent markers.~~ Grave Markers.

~~(1) Type.~~ All permanent markers must be of uniform type, made of bronze, granite or marble, and set flush with the ground. No vertical joints or protrusions are permitted. One standard size headstone vase may be used if below ground storage is provided next to or as part of the headstone.

~~(2 1) Location.~~ All headstones shall be set in line and within three inches of the property line at the head of the space.

~~(3 2) Type and Size. and construction.~~ All markers must be of uniform type, made of bronze, granite, or marble, and set flush with the ground. No vertical joints or protrusions are permitted. One standard-size headstone vase may be used if below ground storage is provided next to or as part of the headstone. Single adult markers shall be at least 24 inches by 12 inches and not more than 28 inches by 16 inches. Double markers shall be at least 36 inches by 14 inches and not more than 48 inches by 18 inches. All metal markers shall be set on a reinforced concrete slab at least four inches thick. Concrete is to extend 2½ inches past the edge of the marker. All stone markers shall be at least four inches thick. Baby grave markers and urn markers shall be eight inches by 12 inches minimum and 12 inches by 24 inches maximum. The concrete slab for metal markers shall be reinforced with two three-eighths inch steel rods lengthwise and two three-eighths inch steel rods crosswise, rods to be tied with wire where they cross. Rods shall be placed one to 1½ inches above the bottom and three inches from the outside edge of the slab. Where the slab is 30 inches or longer, three cross rods shall be used. Where



~~two or more pieces are used to make one rod, it must be lapped 20 diameters of the rod, 7½ inches, and tied with wire at each end of lap. Double urn marker sizes shall be at least 36 inches by 14 inches by four inches and not more than 48 inches by 18 inches. Gravemarkers may only be installed by authorized personnel under the supervision of the Community Services Director or designee. ~~parks division manager.~~~~

- (b) Columbarium Markers. Columbarium markers are provided by the County with the purchase of a memorial service. All permanent markers for a columbarium niche must be purchased from the County.

Sec. 14-78. - Sale of spaces.

- (a) ~~Generally. Prices of unsold spaces are established by this article and regulations that are available in through the county clerk's office. Costs and fees are approved by action of the eCounty eCouncil and are subject to change. Any person may purchase a space upon payment of the fixed price and shall be entitled to a quitclaim deed for the space. Grave spaces will be sold consecutively by number. Sale of spaces on a pre-need basis are allowed. To provide for a uniform and harmonious expansion of the cemetery, it is the intention of the county to sell all spaces, consecutively by number, in each section before making spaces available for purchase in a new section. Special consideration for grave spaces, however, may be given to persons wishing to purchase adjoining spaces. If the spaces remaining at the end of a row are insufficient to supply the number requested, the next available adjoining spaces may be used. Spaces skipped in this manner will be used before continuing the next row. Columbarium spaces will be sold on a first-come, first-served basis.~~
- (b) Purchasing procedure. Persons wishing to purchase a space in the cemetery shall purchase through the county, ~~make application to the county clerk,~~ who shall execute the necessary papers for the completion of the sale. Upon the signing of the purchase agreement by the purchaser and following the purchaser's recording of the purchase agreement with the county clerk, the purchaser shall be entitled to and shall receive within approximately ten days a quitclaim deed for the space. No deed for any space shall be issued until a receipt evidencing payment in full, for the space required shall be exhibited to the person whose duty it is to issue such deed. The county clerk or deputy, under extenuating circumstances, may authorize burial and services to be performed prior to receipt of final payment. Any resale of a space is subject to a 30-day right of first refusal by the county for repurchase of the space at the price the space was initially sold to the purchaser. All resales will be recorded by quitclaim deed with the county clerk.
- (c) Quitclaim deed. The county manager is authorized to sign a quitclaim deed on behalf of the county for any space sold under the procedures authorized in this article.

~~Sec. 14-79. — Sale of services and other products.~~

- ~~(a) — Services and other products are defined as those services and products provided by the county in association with burial at Guaje Pines Cemetery including, but not limited to, grave openings, urn openings, liners, markers, chairs and tents.~~
- ~~(b) — Prices of services and other products are established by this article and regulations that are available in the county clerk's office. Costs are approved by action of the county council and are subject to change. Sale of services and other products on a pre-need basis are prohibited.~~
- ~~(c) — Persons wishing to purchase services or other products shall make application to the county clerk, who shall execute the necessary papers for the completion of the sale.~~

- ~~(d) The provisions of this section pertaining to the prohibition of the sale of services and other products on a pre-need basis do not affect pre-need sales of services and other products completed prior to the enactment of this section.~~

~~Sec. 14-79.80. - Parks division manager~~ Community Service Director or designee responsibility.

Under the direction of the ~~public works director~~ Community Services Director or designee, the ~~parks staff division manager~~ shall be responsible for the following:

- ~~(1a) Keeping the grounds, walks and streets in order and free from obstructions; Maintaining cemetery grounds;~~
- ~~(2b) Taking charge of all interments made in the cemetery and supervising all labor; Providing cemetery services;~~
- ~~(3c) Enforcing the provisions of all ordinances and rules and regulations adopted by the council for operation of the cemetery.~~
- ~~(4) Taking charge of the digging of all graves in the cemetery (every grave for an adult shall be a minimum of 60 inches deep, and for a child a minimum of 40 inches deep, except as may be necessary for greater depth pursuant to section 14-75);~~
- ~~(5) Preventing any burial in any space until approval has been received from the county clerk.~~

~~Sec. 14-80.4. - Size and depth of spaces. of graves.~~

~~(a) Graves.~~

~~(1) The size of adult graves is nine feet by four feet, and children's graves are four feet by three feet. Children over three feet tall shall be buried in adult graves.~~

~~(2) Depth of adult graves shall be a minimum of 60 inches. Depth of child graves shall be a minimum of 40 inches.~~

~~(b) Columbarium niches. The size of a columbarium niche is 12 inches long x 12 inches wide x 12 inches high.~~

~~The size of adult graves is nine feet by four feet, and children's graves are four feet by three feet. Children over three feet tall shall be buried in adult graves.~~

~~Sec. 14-81.2. - Rules for interment and inurnment.~~

No deceased person shall be interred or inurned in the cemetery until:

- ~~(1a) A burial-transit permit or reinternment or inurnment permit has been issued by law; shall have been issued when required by law;~~
- ~~(2b) A death certificate has been filed by law;~~
- ~~(3c) The space in which burial is to be made has been fully paid for (except as provided for in section 14-787);~~
- ~~(4d) Proper record is made of the name and age of the deceased and of location of the grave;~~
- ~~(5e) Requests for opening the grave must be given at least 24 twenty-four hours (one working day) in advance of burial time, although unusual circumstances may, at the discretion of the county, lead to a waiver of this rule.~~

Sec. 14-8 ~~23~~. - Costs of ~~grave~~ spaces and other fees.

- (a) Sixty percent of all moneys received from the sale of cemetery spaces is maintained in a separate long-term designated account, the perpetual care fund, within the cemetery fund by the director of the finance department.
- ~~(b) Costs of grave and urn spaces and fees for services and other products are set forth in the Guaje Pines Cemetery user fee policy adopted by the county. Copies of the user fee policy are available in the county clerk's office.~~
- ~~(c) Costs of grave and urn spaces will be incrementally increased through fiscal year 1998, after which costs will be annually adjusted for inflation. Rates set in the Guaje Pines Cemetery user fee policy for non-residents may be more than the rates for residents.~~
- ~~(d-b) Fees shall be approved by action of the County Council, and are subject to change. Fees for services and other products will be reviewed annually and adjusted as necessary, to ensure the county fully recovers the cost of providing these services and products.~~

Sec. 14-83.4. - Burial of indigents.

The county shall cause to be decently interred or cremated the body of any unclaimed decedent or indigent person in accordance with state law. ~~within the cemetery, at no cost, the body of any dead person having no visible estate out of which to defray the costs of burial, when no relative or friend of such decedent will undertake the cost of burial. For the purpose of this section, no deceased person shall be considered to be indigent if there are any sums, no matter how small, with which to defray the cost of such burial.~~

Sec. 14-84 ~~5~~. - Recording and disposition of fees.

The county shall receive all fees for cemetery services and issue receipts for the fees and shall keep an account of all receipts.

~~The county clerk's office shall receive all fees for space and services described (except those from mortuaries), shall issue receipts for the fees and shall keep an account of all receipts.~~

Secs. 14-85—14-120. - Reserved.

**Section 2. Effective Date.** This Ordinance shall become effective thirty (30) days after notice is published following its adoption.

**Section 3. 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 4. 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.

**ADOPTED** this 27<sup>th</sup> day of November, 2018.

**INCORPORATED COUNTY OF LOS ALAMOS**

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**David Izraelevitz,  
Council Chair**

**ATTEST:**

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

**NOTICE OF CODE ORDINANCE NO. 02-290**

**STATE OF NEW MEXICO, COUNTY OF LOS ALAMOS**

Notice is hereby given that the Council of the Incorporated County of Los Alamos, State of New Mexico, has directed publication of Los Alamos County Code Ordinance No. 02-290. This will be considered by the County Council at an open meeting on Tuesday, November 13, 2018 at 6:00 p.m., at the Los Alamos County Municipal Building: 1000 Central Avenue, Los Alamos, New Mexico 87544. The full copy is available for inspection or purchase, during regular business hours, in the County Clerk's Office: 1000 Central Avenue, Suite 240.

**INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE NO. 02-290**

**AN ORDINANCE AMENDING CHAPTER 14, ARTICLE III, OF THE CODE OF THE INCORPORATED COUNTY OF LOS ALAMOS PERTAINING TO CEMETERIES**

Council of the Incorporated County of Los Alamos

By: /s/ David Izraelevitz, Council Chair

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

**Publication Date: Thursday, November 1, 2018**



# County of Los Alamos

## Staff Report

November 13, 2018

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** A.

**Index (Council Goals):**

**Presenters:** County Council - Regular Session

**Legislative File:** 10466-18b

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### Title

Certification of the Canvassing Committee Results of the 2018 General Election.

### Recommended Action

**I move that Council accept the results of the Canvassing Committee and direct the County Clerk to certify the results to the State Canvassing Board in conformity with applicable New Mexico election law.**

### County Manager's Recommendation

The County Manager recommends that Council approve the results of the Canvassing Committee.

### Body

Sections of the New Mexico State Law 1-13-1 and 1-13-3, state: "The board of county commissioners is ex officio the county canvassing board in each county and the county canvassing board shall meet within three days after the election and proceed to canvass the returns of the election". The Los Alamos County Charter, Article VI, Nominations and Elections, section 600.3 Canvass Committee, states "The returns of every election shall be canvassed and certified to the Council by a Canvassing Committee consisting of three persons to be appointed by the Council. No person shall be appointed to the Committee unless he is a resident and a registered voter of the County. No more than two of the members of the Committee shall be members of the same political party. No person who is a candidate at an election to be canvassed by the Committee shall serve on the Committee. The Committee shall serve at the pleasure of the Council.

On October 2, 2018, the County Council appointed the following individuals to the Canvass Committee: Scott Brown [L], Cathy Walters [R] and Robyn Schultz [D]. David Schiferl [D] was appointed to serve as an alternate). The Canvass Committee convened at 2 pm on Friday, November 9, 2018, in Room 330 of the County Municipal Building. The committee members have selected a chair and the committee chair will present the results to the Council for acceptance.

Due to the deadline of the agenda staff reports to be submitted to the CMO and the meeting time of the Canvass Committee, the results of the Canvass Committee will be presented during the Council meeting.

Absentee/Early Voting for the General Election took place between Tuesday, October 9, 2018

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and Saturday, November 3, 2018. The General Election was held on Tuesday, November 6, 2018.

**Attachments**

Canvassing Committee Results - to be presented at meeting.



# County of Los Alamos

## Staff Report

November 13, 2018

Los Alamos, NM 87544  
www.losalamosnm.us

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Agenda No.: B.  
Index (Council Goals):  
Presenters:  
Legislative File: P0059-18

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### Title

Citizen Petition Requesting Council to Address Reporting of Criminal Activity in Los Alamos County

### Recommended Action

I move that Council acknowledge the petition, thank the petitioners for their recommendation(s)/request(s) and take no further action.

OR

I move that Council acknowledge the petition, thank the petitioners for the recommendation(s)/request(s) and request that staff investigate/research the matter and return to Council with information, options and/or a recommendation for action within \_\_\_\_ days.

OR

I move that Council acknowledge the petition, thank the petitioners for their recommendation/request and take the action requested (or another specific action that Council determines it wishes to take).

### County Manager's Recommendation

The County Manager does not make a recommendation with regard to this Petition.

### Body

On October 25, 2018, James William Whitehead submitted a petition on behalf of 8 people, at least 5 of whom are registered voters of Los Alamos County, calling on the County Council to address the issues of under-reporting and unreporting of criminal activity with the County of Los Alamos. The petition is contained in Attachment A.

As provided for in the Los Alamos County Code, the Council shall place on the agenda of its next regular meeting the subject of any written request signed by five or more qualified voters of the County and presented to the county clerk at least ten (10) days prior to that meeting. This item is being placed on the Council agenda for acknowledgement and possible discussion and/or action.

### Attachments

A - Citizen Petition to Address Reporting of Criminal Activity in LAC





# LOS ALAMOS COUNTY CITIZENS' PETITION

See: Los Alamos County Charter  
Article II, Section 202.2  
Procedure and Agenda

County Clerk's Office Only

Date Stamp

Initials

NM

LA Clerk OCT 25 '18 PM 4:58

Petition Contact  
Person/Organization

Name: James William Whitehead Phone: 505-257-8991 Alt. Phone: N/A  
Address: 200 Camino Encantado 87544 E-Mail/Fax: james@jw4sheriff.com  
(Optional)

Subject of Petition  
Please include both the subject and the requested  
Council action.

We, the undersigned, call on the County Council of the Incorporated County of Los Alamos to address the issues of under-reporting and unreporting of criminal activity within the County of Los Alamos, as made evident by the recent activity within the Los Alamos County Detention Center, and a review of the monthly Uniform Crime Report Return forms submitted to NM DPS which represent higher levels of crime than that which is reported in the Annual Crime Reports, submitted by LAPD.

Signatories

Name

Address

Signature

1. James William Whitehead 200 Camino Encantado [Signature]
2. Ben Price 472 Ridgcrest Ave White Rock [Signature]
3. Heather Ortega 405 Santa Ana St [Signature]
4. Monica Chastellard 925 Estates Dr [Signature]
5. [Signature] 925 Estates Dr 87544

(Please list additional signatories in back)

(STAFF USE)  
Registration  
Verified By

NM  
NM  
NM

## CAO STAFF USE ONLY

Staff Report Title (Suggested) \_\_\_\_\_

Set to Acknowledge on \_\_\_\_\_ Set by \_\_\_\_\_  
(Date of Council Meeting)

Set To Consider (If Applicable) \_\_\_\_\_ Set by \_\_\_\_\_  
(Date of Council Meeting)

See: Los Alamos County Charter, Article II, Section 202.2 Procedure and Agenda

Signatories continued

	<u>Name</u>	<u>Address</u>	<u>Signature</u>	(STAFF USE) Registration Verified By
6.	ANDREW D. ORTEGA	40 SANTOLINA ST. LOS ALAMOS, N.M. 87547	Andrew D. Ortega	NM
7.	Lisa Shin	637 47th St / Los Alamos NM 87544	[Signature]	NM
8.	Randi Simonson	Los Alamos NM	[Signature]	
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# County of Los Alamos

## Staff Report

November 13, 2018

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** C.

**Index (Council Goals):**

**Presenters:** Pete Sheehey

**Legislative File:** 11405-18

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### **Title**

Consideration of Resolution No. 18-28, a Resolution of the Incorporated County of Los Alamos In Support of the New Mexico Health Security Act.

### **Recommended Action**

**I move that Council approve Resolution No. 18-28, a Resolution In Support of the New Mexico Health Security Act.**

### **Body**

Councilor Sheehey requested that the attached resolution be considered by Council prior to the upcoming legislative session. A recent media article written by Councilor Sheehey regarding the NM Health Security Act is included as Attachment B. Also attached are two documents submitted by the Health Security for New Mexicans Campaign - one provides an overview of their efforts in pursuit of this initiative and the other lists Councils/Cities that have previously voiced their support. Mary Feldblum, Executive Director of the Health Security for New Mexicans Campaign, will be present to answer questions.

### **Alternatives**

Council could amend the language of the resolution before approving or could choose not to approve the attached resolution.

### **Fiscal and Staff Impact/Planned Item**

There are no known fiscal impacts as an outcome of any action on this resolution.

### **Attachments**

- A - Incorporated County of Los Alamos Resolution No. 18-28
- B - Article in support of HSA
- C - 2018 HSA Flyer
- D - List of City/County Support

**INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 18-28**

**A RESOLUTION OF THE INCORPORATED COUNTY OF LOS ALAMOS  
IN SUPPORT OF THE NEW MEXICO HEALTH SECURITY ACT**

**WHEREAS**, the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001 et seq., (“Affordable Care Act”), passed in 2010, was the first systemic national effort to address the issues of affordable health care coverage; and

**WHEREAS**, the number of uninsured residents in the State of New Mexico has substantially decreased due to the opportunities for coverage through the Medicaid Expansion program and the exchanges; and

**WHEREAS**, health care premiums, insurance deductibles, patient co-payments, and the cost of pharmaceutical drugs continue to increase; and

**WHEREAS**, rising health care costs remain a serious problem that impacts our state and local government budgets, as well as family budgets; and

**WHEREAS**, health care has become a major issue of concern to the electorate; and

**WHEREAS**, decreasing the percentage of state, county and city expenditures on health care will free up funds to be spent on other critical needs such as economic development, education, public safety and infrastructure; and

**WHEREAS**, elected and federal officials in Washington, D.C. are giving the clear message that states need to take the lead in health care reform; and

**WHEREAS**, the Affordable Care Act allows states to receive waivers for state innovation, which enable states to develop alternatives that may be more appropriate to their circumstances; and

**WHEREAS**, numerous studies, including two in the State of New Mexico, show that residents who join one health risk pool would reap the benefits of economies of scale, substantially contain costs, reduce administrative complexity and uncompensated care, and create a more stable health care system that benefits all residents of the State of New Mexico; and

**WHEREAS**, the Health Security Act, planned to be introduced at the 2019 State Legislative Session, is a homegrown New Mexico plan that has been developed over many years with input from diverse sectors from all over the state; and

**WHEREAS**, the Health Security Act will enable New Mexico to set up its own health plan, like a cooperative, that covers most residents and ensures that all New Mexicans will have comprehensive, affordable and quality health coverage regardless of age, employment or health status; and

**WHEREAS**, the Health Security Act requires a thorough public fiscal analysis to determine the Plan's total cost and available revenues; and

**WHEREAS**, the Plan shall only be implemented after the analysis, if the Legislature determines that it is financially feasible; and

**WHEREAS**, over the years, 150 New Mexico organizations and 34 cities and counties representing a broad cross-section of New Mexicans from all parts of the state, have endorsed the Health Security Act.

**NOW, THEREFORE, BE IT RESOLVED** that the Council of the Incorporated County of Los Alamos supports and endorses the proposed Health Security Act; and

**BE IT FURTHER RESOLVED** that the County Council shall work to ensure passage of the Health Security Act and shall urge the New Mexico Municipal League and the New Mexico Association of Counties to make the Health Security Act a legislative priority during the 2019 State Legislative Session.

**PASSED AND ADOPTED** this 13<sup>th</sup> day of November, 2018.

**COUNCIL OF THE INCORPORATED  
COUNTY OF LOS ALAMOS, NEW MEXICO**

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**David Izraelevitz  
Council Chair**

**ATTEST:**

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

## **In Support of the NM Health Security Act**

Pete Sheehey, Los Alamos County Councilor

November 7, 2018

The Health Security Act (“HSA”, [www.nmhealthsecurity.org](http://www.nmhealthsecurity.org)) is a legislative proposal that has been developed over many years to ensure that all New Mexicans will have comprehensive, affordable and quality health coverage. LANL employees and retirees enjoy good health care insurance, but many in Los Alamos still struggle with the cost of health care.

Continually increasing costs are a serious problem that impacts our state and local government budgets as well as family finances. Los Alamos County spends more than \$2 million per year on health care; most of that is a mandatory payment to support the state Medicaid program. Reducing the cost of health care will make New Mexico businesses more competitive, and free up government funds to be spent on other critical needs such as education, economic development, public safety and infrastructure.

The United States spends 18% of its gross domestic product (GDP) for health care (over \$9,000 per person), and still has 28 million people without insurance. Many European countries spend 9 to 12% of their GDP (\$4000 to \$6000 per person) and cover nearly everyone with equal or better care than in the US. The Health Security Act (2017 session HB575/HB101/SB172) is an effort to investigate the possibility of a statewide health insurance plan for all New Mexicans, and if the plan proves financially viable, put it into place.

Under the Health Security Act, New Mexico will set up its own health insurance plan to cover all New Mexico residents not already insured. Federal retirees, active-duty and retired military, and TRICARE recipients will continue with their federal plans. The tribes, as sovereign nations, may choose to join the Plan. Health plans covered under ERISA, such as LANL’s, have the option of joining the Plan.

The Health Security Plan is structured like a cooperative, with the vast majority of New Mexicans as members; private insurance is shifted to a supplemental role. Plan members have guaranteed access to comprehensive, quality health care coverage, regardless of income level or health or employment status. They also have freedom to choose health care providers.

The Plan is financed by a combination of public and private dollars, which are pooled into one fund. Funding sources include federal and state monies spent on health care (Medicaid and Medicare, for example), plus individual premiums (based on income, with caps) and employer contributions (with caps). Employers may cover all or part of an employee’s premium obligations. If Affordable Care Act federal premium subsidies and tax credits continue, these will also be included.

The HSA is not an “instant fix”; it is carefully planned public policy. In Phase 1, the bipartisan Legislative Finance Committee (LFC), with public input, determines the cost of the Plan, individual premiums and employer contributions, and related workers’ compensation and automobile insurance premium reductions. In Phase 2, based on the LFC’s financial analysis results, the legislature and governor decide whether to proceed. The Plan will not be implemented until the legislature determines that it is financially viable. In Phase 3, the Plan is

put into operation, with legislative, executive, and public input; any needed waivers are submitted so the Plan can receive all available federal tax credits and subsidies.

It is time for New Mexico to consider and accept the economic and social benefits of this Plan. I will urge the Los Alamos County Council to pass a Resolution in support of the New Mexico Health Security Act, joining the 34 cities and counties in New Mexico that have already endorsed the HSA.





# The New Mexico Health Security Act

The Trump administration clearly wants to dismantle the Affordable Care Act (ACA) and has already weakened some key provisions, such as requiring everyone to have coverage. One strong message from the White House is to shift the responsibility for health care coverage to the states. Under the ACA, states can receive an innovation waiver to develop their own approaches to covering state residents. How will this be implemented by the current administration, if at all?

What we do know is that the need for new approaches remains. The current situation—with rising premiums and copays, drug price increases, a trend toward plans with high deductibles, and decreasing choice of providers—is unsustainable.

The New Mexico Health Security Act, which has been vetted by diverse New Mexicans for years, provides a well-thought-out alternative to the current system.

## ***What the NM Health Security Act proposes:***

Under the proposal, New Mexico will set up its own health insurance plan—the Health Security Plan—that will cover almost all New Mexico residents. (Federal retirees, active duty and retired military, and TRICARE recipients will continue with their federal plans. The tribes, as sovereign nations, may choose to join the Plan. Health plans covered under ERISA have the option of joining the Plan.)

The Plan shifts private insurance to a supplemental role (as traditional Medicare does). Plan members have guaranteed access to comprehensive, quality health care coverage, regardless of income level or health and employment status.

## ***A carefully considered approach:***

- ✓ **Phase 1:** The financial analysis phase, when the Legislative Finance Committee, with public input, will determine:
  - The cost of the Plan
  - Individual premiums and employer contributions
  - Workers' compensation and automobile insurance premium reductions
- ✓ **Phase 2:** Legislative and gubernatorial approval of the financial analysis report. If not approved, the Plan will not go into effect.
- ✓ **Phase 3:** Development of the Plan, with legislative, executive, and public input, and application for any waivers needed so the Plan can begin operations and receive all federal tax credits and subsidies.

## ***The NM Health Security Plan also:***

- Guarantees choice of provider, even across state lines
- Guarantees a good benefit package that must be as comprehensive as the services offered state employees
- Preserves the private delivery system (private physicians, hospitals, etc.)
- Provides strong protections for retirees
- Reduces overhead costs for health care providers and facilities



### ***An old-fashioned solution to our current crisis:***

Today, we pay for a segmented system of hundreds of insurance plans that create a costly and complex administrative system. The Plan is based on the old-fashioned concept of insurance, where the young, the old, the healthy, and the not so healthy are all in one large insurance pool. The risk is shared, while administrative costs are reduced. *Doesn't this make sense for a state with a small population?*

This proposal has been reworked for many years. Input has been received from all over the state. It is not an imitation of the Canadian, Taiwanese, or British systems, nor is it modeled after any other state's proposals. It is **a New Mexico solution**.

### ***A cost-effective proposal:***

A 1994 New Mexico study by the independent think tank The Lewin Group estimated that \$4.6 billion could have been saved by 2004 had all New Mexicans been under one plan by 1997. While not all New Mexicans are covered by the Health Security Plan, even if half that amount is saved, that is significant for our state. Mathematica Policy Research, Inc., concluded in 2007 that the Health Security Act was the only proposal that would significantly reduce health care costs, even in its first year of operation. Other state studies also have shown that covering all or most state residents through one insurance plan controls rising health care costs. And these studies were conducted *prior* to passage of the ACA.

### ***Who will administer the NM Health Security Plan?***

- **An independent, non-governmental commission** with 15 geographically representative commissioners oversees the Plan.
- 10 commissioners must represent consumer and employer interests and 5 must represent provider and health facility interests.
- The publicly accountable commission will be subject to the Open Meetings Act. Its budget will be available for public scrutiny, and patient/provider privacy will be protected.

### ***Who will pay for the NM Health Security Plan?***

Public and private dollars will be pooled into one fund. Funding sources include federal and state monies spent on health care (Medicaid and Medicare, for example), plus (for Plan members) individual premiums (based on income, with caps) and employer contributions (with caps). Employers may cover all or part of an employee's premium obligations. If federal premium subsidies and tax credits continue, these would also be included.

### ***About the Health Security for New Mexicans Campaign***

*Established in 1992, the Health Security for New Mexicans Campaign is a statewide, nonpartisan coalition of over 145 organizations and numerous individual supporters. Its mission is to establish a publicly accountable system of guaranteed, comprehensive, and affordable health care coverage for all New Mexicans.*



# Health Security for New Mexicans Campaign

PO Box 2606 • Corrales, NM 87048 • Tel: (505) 897-1803

## Municipal and County Resolutions In Support of the Health Security Act From 2006 - Present

### *MUNICIPALITIES*

Albuquerque  
Bayard  
Belen  
Carlsbad  
Corrales  
Deming  
Ft. Sumner  
Grants  
Hatch  
Las Cruces  
Las Vegas  
Los Lunas  
Mesilla  
Rio Rancho  
Roswell  
Santa Fe  
Santa Rosa  
Silver City  
Taos

### *COUNTIES*

Bernalillo  
Cibola  
Doña Ana  
Grant  
Guadalupe  
Hidalgo  
Luna  
Mora  
Otero  
Rio Arriba  
Sandoval  
Santa Fe  
Sierra

Taos  
Valencia



# County of Los Alamos

## Staff Report

November 13, 2018

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** D.

**Index (Council Goals):**

**Presenters:** Brian Brogan, Community Services Director

**Legislative File:** 11373-18

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### **Title**

Proposed Cemetery Fee Schedule

### **Recommended Action**

**I move that Council approve the Proposed Cemetery Fee Schedule as presented.**

### **County Manager's Recommendation**

The County Manager recommends that Council approve the Proposed Cemetery Fee Schedule as presented.

### **Body**

The Guaje Pines Cemetery fees are being proposed to match the new Guaje Pines Cemetery ordinance. The major changes to the fee structure are the addition of columbarium fees and packaging of fees for cemetery services that are currently offered a la carte. It is important to note that while the fees are different given the combination of services, the overall price averages for services remain similar. Staff has also compared them to a market study of regional cemeteries and we are positioned within the range.

### **Alternatives**

Council could choose not to approve the Proposed Fee Schedule  
Council could choose to change Cemetery Fees as desired

### **..Fiscal Impact**

Memorial service, columbarium, and grave liner fees are proposed to completely cover costs

### **Attachments**

A - Proposed Cemetery Fee Schedule

## Guaje Pines Proposed Fees

		Current Fees	Proposed Fees	Notes
SPACES	Adult Burial Plot <i>(full casket plot)</i>	\$1,000	<b>\$1,000</b>	
	Infant Burial Plot <i>(half casket plot)</i>	\$340	<b>\$500</b>	
	Urn Burial Space <i>(half casket plot)</i>	\$340	<b>\$500</b>	
	Columbarium Niche	N/A	<b>\$500</b>	
BURIALS	Grave Opening - Adult <i>(casket service)</i>	\$300	N/A	
	Grave Opening - Infant <i>(casket service)</i>	\$120	N/A	
	Grave Opening - Urn <i>(urn in-ground service)</i>	\$50	N/A	
	Liner	\$250	N/A	
MARKERS	Stone Single Marker Setting	\$60	N/A	
	Stone Double Marker Setting	\$120	N/A	
	Bronze Single Marker Setting	\$110	N/A	
	Bronze Double Marker Setting	\$180	N/A	
ADDITIONAL SERVICE OPTIONS	Tent and Chairs <i>(burial services)</i>	\$50	N/A	
	12-Chair Setup <i>(in-ground urn service only)</i>	\$20	N/A	
	Saturday Surcharge - Adult	\$150	N/A	
	Saturday Surcharge - Infant/Urn	\$75	N/A	
	Holiday Surcharge - Adult	\$225	N/A	
	Holiday Surcharge - Infant/Urn	\$125	N/A	
	Overtime Service <i>(2-man crew, 4-hr minimum)</i>	\$600	N/A	
	Vase Setting <i>(not part of initial marker setting)</i>	\$50	N/A	
BURIAL SERVICE PACKAGE	Adult, Infant, Urn-in-Ground Full Service	N/A	<b>\$1,200</b>	Includes grave opening, marker setting, liner, and additional service options
BURIAL SERVICE PACKAGE	Adult, Infant, Urn-in-Ground No Service	N/A	<b>\$1,000</b>	Includes grave opening, marker setting, and liner
NICHE SERVICE PACKAGE	Columbarium Full Service	N/A	<b>\$500</b>	Includes niche opening, marker, optional vase, and additional service options
NICHE SERVICE PACKAGE	Columbarium No Service	N/A	<b>\$300</b>	Includes niche opening, marker, and optional vase
DISINTERMENT	Disinterment - Adult	\$500	<b>\$500</b>	
	Disinterment - Infant	\$170	<b>\$500</b>	
	Disinterment - Urn	\$75	<b>\$500</b>	
	Disinterment - Niche	N/A	<b>\$200</b>	



# County of Los Alamos

## Staff Report

November 13, 2018

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** 1)  
**Index (Council Goals):**  
**Presenters:** Eileen Sullivan, Library Manager  
**Legislative File:** 11366-18

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### Title

Board/Commission Appointments - Library Board

### Recommended Action

**I nominate John Gustafson (new applicant), Whitney Spivey (new applicant), and Dana Kline (new applicant) to fill three vacancies on the Library Board.**

### Body

The purpose of this item is to fill three vacancies on the Library Board.

The applicants for this position are: Kelly Dolejsi (D), John Gustafson (DTS), DS Magid (D), Sarah Nichols (D), Dana Kline (D), Whitney Spivey (D), Monica Avery (DTS), and Eleanore McClary (N). John Gustafson changed his party affiliation to DTS after he submitted his application. His change in party affiliation to DTS was confirmed by the County Clerk's Office.

Party affiliations are noted as [D] Democrat, [R] Republican, [I] Independent, [G] Green, [L] Libertarian, [DTS] Declined to State, and [N] Not Registered to Vote.

This five member board has two-year terms beginning September 1, 2018 and ending August 31, 2020. It is currently composed as follows: Jennifer Baker (DTS), Rebecca Rodriguez (D).

Eleanore McClary was not eligible to serve on the library board since she is a County employee. She was not interviewed. Applicant, Monica Avery withdrew her application before her scheduled interview. The remaining applicants were interviewed by an interview committee during October 2018. DS Magid withdrew her application after her interview. The recommendation of the interview committee is attached.

The interview committee consisted of the following: Library Board Chair - Jennifer Baker, Council Liaison - Susan O'Leary, Library Manager - Eileen Sullivan. Susan O'Leary was unable to attend John Gustafson's interview and was unable to attend portion of Sarah Nichols' interview. Susan provided her proxy to Eileen Sullivan for these two interviews.

The interview committee recommends the following applicants: John Gustafson, Whitney Spivey, Dana Kline.

The appointment of all three applicants will not violate the County Charter restriction concerning

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political party majorities on Boards and Commissions.

**Attachments**

- A - Board Member List
- B - Interview Panel Recommendations
- C - Application Packet for John Gustafson
- D - Application Packet for Whitney Spivey
- E - Application Packet for Dana Kline
- F - Application Packet for Kelly Dolejsi
- G - Application Packet for Sarah Nichols
- H - Application Packet for DS Magid
- I - Application for Eleanore McClary
- J - Application for Monica Avery



**BOARD ROSTER**



**JENNIFER L BAKER**

**2nd Term** Sep 01, 2017 - Aug 31, 2019

Appointing Authority County Council

Position LIB4

Office/Role Chair

Category DTS



**REBECCA M RODRIGUEZ**

**1st Term** Sep 01, 2017 - Aug 31, 2019

Appointing Authority County Council

Position LIB2

Office/Role Member

Category D



**VACANCY**



**VACANCY**



**VACANCY**



Date: 10/19/18

**Board or Commission:** Library Board

**Interview Panel:**

Name : Susan O'Leary (Council Liaison)

Name : Jennifer Baker(B&C Chair)

Name: Eileen Sullivan (Staff Liaison)

**Applicants Interviewed:**

Name: John Gustafson Date of Interview: 10/15/18

Name: Sarah Nichols Date of Interview: 10/15/18

Name: Dana Kline Date of Interview: 10/15/18

Name: DS Magid Date of Interview: 10/15/18

Name: Kelly Dolejisi Date of Interview: 10/18/18

Name: Whitney Spivey Date of Interview: 10/18/18

**Interview Panel Recommendation(s):**

The interview panel for the Library Board or Commission would like to recommend the following applicants for appointment:

Name : John Gustafson (circle one: incumbent or new applicant)

Name : Whitney Spivey (circle one: incumbent or new applicant)

Name : Dana Kline (circle one: incumbent or new applicant)

Name : \_\_\_\_\_ (circle one: incumbent or new applicant)

Name : \_\_\_\_\_ (circle one: incumbent or new applicant)

Name : \_\_\_\_\_ (circle one: incumbent or new applicant)

**Other information for Council:**

John Gustafson changed his party affiliation after submitting his application. His current party affiliation as verified by the County Clerk is DTS. DS Magid withdrew her application after her interview.

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**General Information**

All County Board and Commission members must be residents of Los Alamos County.

Once a resident fills out and submits this application, an interview is scheduled with the B&C's County Council liaison, the relevant staff liaison, and the B&C Chair. After the interviews, the applicants' names are presented to the full Council during a regularly scheduled Council meeting, where a vote is taken regarding the appointment of each applicant. Each applicant will be notified if they are appointed or not.

Only on-line applications will be considered.

*If you are interested in applying for the Board of Public Utilities, please contact Jamie Kephart at 505-662-8132.*

*If you are interested in applying for Labor Relations Board, please contact Denise Cassel at 505-662-8047.*

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**Profile**

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**Board and Commission Application**

Note: Please be aware that as a public entity, the County of Los Alamos, is obligated to furnish this information to the public if requested. Note also that current LANL employees, if appointed to a Board or Commission, may be required by LANL to complete a 701 form.

John

First Name

Gustafson

Last Name

Middle Initial

Street Address

City

Email Address

Primary Phone

Alternate Phone

Suite or Apt  
State

Postal Code

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**Party affiliation as registered: (Select one of the following) \***☒ Democrat

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**Registered to vote in Los Alamos?**☒ Yes ☐ No

LA Daily Post

How did you learn of this Board/Commission vacancy?

**Do you currently serve on any County Board or Commission?**

☒ Yes ☐ No

If yes, which one? (Los Alamos County law prohibits residents from serving concurrently on more than one County board except as expressly approved in writing by the County Council before the appointment is made.)

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## **Interests & Experiences**

**Which Boards would you like to apply for?**

Library: Submitted

**Why would you like to serve on this particular Board or Commission?**

A chance to contribute positively to the community.

**What volunteer or professional activities have you participated in that could apply to this appointment?**

I serve on the Board of Directors of the Los Alamos Little Theatre, served for 10 years on the J. Robert Oppenheimer Memorial Committee, and served as a mentor through the YMCA Reach and Rise program. LALT is all about community involvement, JROMC dealt with our young adults and addressing their interests, and Reach and Rise dealt with interacting with youth (in fact, several of the outings I had with my mentee were to Mesa Public Library).

**The time involved may be 10-15 hours per month or more. Are you able to serve the volunteer hours and attend training needed to perform your duties as an appointee?**

Yes

**What would you like to accomplish during your tenure on this Board or Commission?  
(Please identify any special interests you have that led you to become interested in serving on this Board or Commission.)**

Gain a better understanding of the needs of our community that can be addressed through Library programs and ensure we are addressing those needs or help find ways to meet them.

**Have you had any direct or indirect involvement with this Board or Commission or with the County staff supporting this Board or Commission or County Councilors? If so, please explain.**

No

**Are there any issue or matters, financial or otherwise, that you are now or might become involved in that may come before the Board or Commission for which you seek appointment?**

None

If you have any questions, please contact Barbara Lai at 505-663-3436 or [barbara.lai@lacnm.us](mailto:barbara.lai@lacnm.us)





# LOS ALAMOS COUNTY

## COUNTY ADMINISTRATOR'S OFFICE

### BOARD & COMMISSION INTERVIEW QUESTIONS

John Gustafson  
Applicant's Name

Library Board  
Board or Commission

Jenn Baker  
Interviewer Name

3:00 10/15/18  
Date/Time of Interview

Interview Conducted:

☒ Personally

☐ Telephone

**NOTE TO INTERVIEW PANEL:** Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

#	Question/Documented Response
1	<p>Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission. <u>1990-CAB - Before UofCA Master's Degree</u></p> <p><u>Science writer, Publicist, moved into Scientist Role -</u>  <u>YMCA Reach &amp; Rise - Board member - Little Theater</u>  <u>personable, organized, deadlines, good communicator</u></p>
2	<p>What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.] <u>loss of GRT, financial impact</u></p> <p><u>staying up to date, needs of patrons and how to</u>  <u>Respond - Remain a strong influence - engagement across</u>  <u>the community</u></p>
3	<p>How do you perceive the role of County Boards and Commissions in local government? <u>explore opportunities</u></p> <p><u>Sounding Board for community issues, to engage community</u>  <u>Ombuds functions. Understand the community needs.</u>  <u>Broker of information</u></p>
4	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? <u>Comm. work</u></p> <p><u>Dealing w/ others w/ respect &amp; honesty. Give people time</u>  <u>to express their thoughts But keep on track.</u></p>
5	<p>What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve?</p> <p><u>→ learn dynamics of how Board engages -</u>  <u>educating himself &amp; figure</u></p>

6	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>9th Theater Board President a few times. Oppenheimer - Scholarship for students - opposed - his opposition pushed to invest in infrastructure. Finally passed through - invest - in infrastructure</p>
7	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>no but willing to read / learn</p>
8	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p>Yes,</p>
9	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>no, he is fine with it.</p>
10	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p>
11	<p>Do you have any questions for the interview panel?</p> <p>* Time Commitment Developing policies - experience →</p>

Notes:

- \* Has experience developing policies -
- \* Strong experience -
- \*



# LOS ALAMOS COUNTY

## COUNTY ADMINISTRATOR'S OFFICE

### BOARD & COMMISSION INTERVIEW QUESTIONS

John Gustafson  
Applicant's Name

Library Board  
Board or Commission

Eileen Sullivan  
Interviewer Name

10/15/18 3:00 pm  
Date/Time of Interview

Interview Conducted:

X Personally

       Telephone

**NOTE TO INTERVIEW PANEL:** Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

#	Question/Documented Response
1	Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission. <u>Lab 1990, + U of Co. astronomy, science + communication. Science writer + public affairs. Board Little Theater. YMCA Reach + Rise. Gets along w/ people, organized. good communicator. Has time.</u>
2	What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.] <u>loss of GRT + financial impact. Complaint how books shelved in OWR. Needs + interests of patrons. Getting engagement across community.</u>
3	How do you perceive the role of County Boards and Commissions in local government? <u>Sounding board for community members + informing councilors. ombudsman. Broker of info.</u>
4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? <u>Dealing w/ other people with respect. Letting people speak.</u>
5	What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve? <u>Dynamics of how staff + board relate. Educating self + figuring out.</u>

6	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>LAHT – board of directors, Oppenheimer Memorial Committee How to use resources more effectively, Theater interest in infrastructure.</p>
7	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>Not. Know there is a charter &amp; Code.</p>
8	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p>yes. Would educate to be more effective.</p>
9	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>Makes perfect sense.</p>
10	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p>
11	<p>Do you have any questions for the interview panel?</p> <p>At Lab, worked w/ policies</p>

Notes:



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**General Information**

All County Board and Commission members must be residents of Los Alamos County.

Once a resident fills out and submits this application, an interview is scheduled with the B&C's County Council liaison, the relevant staff liaison, and the B&C Chair. After the interviews, the applicants' names are presented to the full Council during a regularly scheduled Council meeting, where a vote is taken regarding the appointment of each applicant. Each applicant will be notified if they are appointed or not.

Only on-line applications will be considered.

*If you are interested in applying for the Board of Public Utilities, please contact Jamie Kephart at 505-662-8132.*

*If you are interested in applying for Labor Relations Board, please contact Denise Cassel at 505-662-8047.*

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**Profile**

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Board and Commission Application

Note: Please be aware that as a public entity, the County of Los Alamos, is obligated to furnish this information to the public if requested. Note also that current LANL employees, if appointed to a Board or Commission, may be required by LANL to complete a 701 form.

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Whitney

First Name

Spivey

Middle Initial

Last Name

Street Address

City

Email Address

Primary Phone

Alternate Phone

Suite or Apt  
State

Postal Code

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**Party affiliation as registered: (Select one of the following) \***☒ Democrat

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**Registered to vote in Los Alamos?**☒ Yes ☐ No

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**Leadership Los Alamos**

How did you learn of this Board/Commission vacancy?

**Do you currently serve on any County Board or Commission?**

☒ Yes ☐ No

If yes, which one? (Los Alamos County law prohibits residents from serving concurrently on more than one County board except as expressly approved in writing by the County Council before the appointment is made.)

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## **Interests & Experiences**

**Which Boards would you like to apply for?**

Library: Submitted

Parks and Recreation: Submitted

**Why would you like to serve on this particular Board or Commission?**

LIBRARY: Our library is such a valuable resource to Los Alamos residents. The book selection is amazing, but it offers so much more than books! As a freelance writer, it is really the only quiet place in town with free internet. As a new mom, it has programs for young kids. As a movie enthusiast, its DVD collection rivals Film Festival and Red Box. I want to give back to the organization that has given so much to me and my family. I feel like I have a good understanding of the library as a patron, and now I would like to learn more as a board member. PARKS & REC: The reason I live in Los Alamos is because of the access to the outdoors and the incredible recreation opportunities. By serving on the Parks & Rec board, I can help make sure these assets are available and in great shape for years to come. I can serve as a liaison between residents and the County Council and help maintain open communication between the two.

**What volunteer or professional activities have you participated in that could apply to this appointment?**

I completed Leadership Los Alamos in 2017, during which I learned about County boards and how they operate. In the past, I have also served on the Los Alamos Co-op Market board.

**The time involved may be 10-15 hours per month or more. Are you able to serve the volunteer hours and attend training needed to perform your duties as an appointee?**

Yes.

**What would you like to accomplish during your tenure on this Board or Commission?  
(Please identify any special interests you have that led you to become interested in serving on this Board or Commission.)**

I had twin daughters in March 2017 and am finally to the point where I feel like I have the time to give back to our community. LIBRARY: I am a big fan of our library and I thought serving on the library board would be a great way to support an organization I feel is very important. I hope to develop an understanding of how the library works and help publicize and promote the library to the general public (especially when the library is closed this fall). PARKS & REC: I use our trails and recreation facilities daily, and I appreciate living in a community that's both active and respectful of the environment. As a member of the Parks & Rec board, I want to encourage both of these things (an active community and a healthy environment that we can all get out and enjoy).

Have you had any direct or indirect involvement with this Board or Commission or with the County staff supporting this Board or Commission or County Councilors? If so, please explain.

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No.

Are there any issue or matters, financial or otherwise, that you are now or might become involved in that may come before the Board or Commission for which you seek appointment?

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LIBRARY: This fall, I am self-publishing a children's book about Los Alamos. I am hopeful that the library will carry it so that kids in the community can read it and learn about our amazing town.

If you have any questions, please contact Barbara Lai at 505-663-3436 or [barbara.lai@lacnm.us](mailto:barbara.lai@lacnm.us)



# LOS ALAMOS COUNTY

## COUNTY ADMINISTRATOR'S OFFICE

### BOARD & COMMISSION INTERVIEW QUESTIONS

Whitney Spivey  
Applicant's Name

Library Board  
Board or Commission

John Baker  
Interviewer Name

7:15  
~~6:00~~ 10/18/18  
Date/Time of Interview

Interview Conducted:  
☒ Personally  
☐ Telephone

**NOTE TO INTERVIEW PANEL:** Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

#	Question/Documented Response
1	Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission. 2010 in Los Alamos BS History Masters in Journalism, Outside Magazine in Santa Fe, <del>then</del> Putting down roots, want to make this the best place Leadership Los Alamos 2017 Grad - Library is important
2	What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.] Economic Development and Tourism - what direction to go, but how? Positive feedback - doing a great job
3	How do you perceive the role of County Boards and Commissions in local government? Made up w/ residents - consider issues/topics and advise council - bring greater public feedback
4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? Time to Commit, Great communication, professional, Confidential She possesses all
5	What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve? getting to know everyone 1:1 time w/ staff, dropping by, learn to appreciate

6	Have you served on any Boards, Commissions or Committees (not only County B&Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure? <i>Coop Board for 5 years. Small Businesses Support. She brought Journalism skill set, writing letters to members -</i>
7	Are you familiar with the County Charter and County Code as they apply to the Board you are applying for? <i>no, but knows it exist. drafting/ editing.</i>
8	Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity? <i>yes</i>
9	Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board? <i>not a problem.</i>
10	[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.] <i>Library Board sounds like a great fit. nice Balance to her life</i>
11	Do you have any questions for the interview panel? <i>great questions</i>

Notes:

*LA Leadership graduate  
Published Author*



# LOS ALAMOS COUNTY

## COUNTY ADMINISTRATOR'S OFFICE

### BOARD & COMMISSION INTERVIEW QUESTIONS

Whitney Spivey  
Applicant's Name

Library Board  
Board or Commission

Eileen Sullivan  
Interviewer Name

10/18/18 7:15pm  
Date/Time of Interview

Interview Conducted:  
☒ Personally  
☐ Telephone

**NOTE TO INTERVIEW PANEL:** Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

#	Question/Documented Response
1	Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission. <u>In LA since 2010. Undergrad in history. MA journalism Mo. Putting down roots, will stay here. Huge fan of library &amp; reading. Lib important resource for community. opportunity to be more involved.</u>
2	What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.] <u>Economic Development &amp; Tourism - what direction to go. Only 7 things about board.</u>
3	How do you perceive the role of County Boards and Commissions in local government? <u>Made up of residents &amp; advise county council. opinion views of greater public. help promote.</u>
4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? <u>Time to commit to be on board. Good communication. willing to discuss difficult or controversial things. Confidentiality as appropriate. Can do all.</u>
5	What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve? <u>Getting to know everyone. Spend some one-on-one time. What each person brings to library</u>

6	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>Coop board. Advocate of small businesses. journalism background - news letters. letters to members + editing.</p>
7	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>No. Know there is one.</p>
8	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p>Yes.</p>
9	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>No.</p>
10	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p> <p>Interested in many boards - but like good fit. Good balance.</p>
11	<p>Do you have any questions for the interview panel?</p>

Notes:





# LOS ALAMOS COUNTY

## COUNTY ADMINISTRATOR'S OFFICE

### BOARD & COMMISSION INTERVIEW QUESTIONS

Whitney Spivey  
Applicant's Name

Library  
Board or Commission

Susan O'Leary  
Interviewer Name

10/19 7:25  
Date/Time of Interview

Interview Conducted:  
☐ Personally  
☐ Telephone

**NOTE TO INTERVIEW PANEL:** Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

#	Question/Documented Response
1	<p>Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.</p> <p><i>Resident since 2010</i>  <i>UVA undergrad in History</i>  <i>U. of Missouri - Master in Journalism</i>  <i>Worked for Outside Magazine</i></p> <p><i>- Loves Los Alamos</i>  <i>- Mother of 2 young girls (twins)</i>  <i>- Huge fan of library, reading, education programs, role of library as community destination</i></p>
2	<p>What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.]</p> <p><i>Economic Development &amp; Tourism - so much potential but hard to make it happen. Renovation of library must be a challenge</i></p>
3	<p>How do you perceive the role of County Boards and Commissions in local government?</p> <p><i>Bds are made up of residents whose job is to advise CC; consider: represent views of citizens</i></p>
4	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p><i>- Time to commit to Board</i>  <i>- Good communication skills</i>  <i>- Being willing to discuss hard subjects in professional manner</i></p>
5	<p>What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve?</p> <p><i>Spending time getting to know everyone; spend time learn about roles &amp; responsibilities</i></p>



6	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>• Coop Board for several years ; did newsletters, letters to members • Big advocate of small businesses</p>
7	<p>Are you <u>familiar</u> with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>yes ; not specifically</p>
8	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p>Yes</p>
9	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>No</p>
10	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p> <p>Library Board good fit for her w/ little kids at home</p>
11	<p>Do you have any questions for the interview panel?</p>

Notes:

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**General Information**

All County Board and Commission members must be residents of Los Alamos County.

Once a resident fills out and submits this application, an interview is scheduled with the B&C's County Council liaison, the relevant staff liaison, and the B&C Chair. After the interviews, the applicants' names are presented to the full Council during a regularly scheduled Council meeting, where a vote is taken regarding the appointment of each applicant. Each applicant will be notified if they are appointed or not.

Only on-line applications will be considered.

*If you are interested in applying for the Board of Public Utilities, please contact Jamie Kephart at 505-662-8132.*

*If you are interested in applying for Labor Relations Board, please contact Denise Cassel at 505-662-8047.*

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**Profile**

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Board and Commission Application

Note: Please be aware that as a public entity, the County of Los Alamos, is obligated to furnish this information to the public if requested. Note also that current LANL employees, if appointed to a Board or Commission, may be required by LANL to complete a 701 form.

Dana

First Name

C.

Middle Initial

Kline

Last Name

Street Address

City

Email Address

Primary Phone

Alternate Phone

Suite or Apt  
State

Postal Code

Party affiliation as registered: (Select one of the following) \*

☒ Democrat

Registered to vote in Los Alamos?

☒ Yes ☐ No

Posted at Mesa Public Library

How did you learn of this Board/Commission vacancy?

**Do you currently serve on any County Board or Commission?**

☒ Yes ☐ No

If yes, which one? (Los Alamos County law prohibits residents from serving concurrently on more than one County board except as expressly approved in writing by the County Council before the appointment is made.)

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## **Interests & Experiences**

**Which Boards would you like to apply for?**

Library: Submitted

**Why would you like to serve on this particular Board or Commission?**

I believe that libraries are the heart of the community. I feel so strongly about this fine public institution that I would like to volunteer my time to support the management and community connection through the Board of Directors.

**What volunteer or professional activities have you participated in that could apply to this appointment?**

Many years ago I worked on the Board of Directors at Little Forest Playschool. Since then, I've been a single parent and a public school teacher at Chamisa Elementary and the Middle School. Now my darling daughter is off to college, and I find that I have a little bit of time to spare for my community. I can think of no better way to do that than serve on a local board at one of my favorite public institutions!

**The time involved may be 10-15 hours per month or more. Are you able to serve the volunteer hours and attend training needed to perform your duties as an appointee?**

Absolutely. I would not apply for this board position unless I knew I had the time to commit to it!

**What would you like to accomplish during your tenure on this Board or Commission?  
(Please identify any special interests you have that led you to become interested in serving on this Board or Commission.)**

First and foremost, I would like to learn what purpose the Board serves for the public libraries. My special interest in literacy comes from being a public school teacher and life long learner and lover of libraries and books and the written word. The future of our global health is based on the literacy of our population, from the smallest child on. Free and public libraries are the most important institution - next to public schools! - for that goal.

**Have you had any direct or indirect involvement with this Board or Commission or with the County staff supporting this Board or Commission or County Councilors? If so, please explain.**

I have not.

Are there any issue or matters, financial or otherwise, that you are now or might become involved in that may come before the Board or Commission for which you seek appointment?

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There are no issues or matters, financial or otherwise, that I am now, or might become involved in that may come before the Board of the library. I have never even had an overdue book!

If you have any questions, please contact Barbara Lai at 505-663-3436 or [barbara.lai@lacnm.us](mailto:barbara.lai@lacnm.us)



# LOS ALAMOS COUNTY

## COUNTY ADMINISTRATOR'S OFFICE

### BOARD & COMMISSION INTERVIEW QUESTIONS

Dana Kline  
Applicant's Name

Library Board  
Board or Commission

Eileen Sullivan  
Interviewer Name

10/15/18 4:15  
Date/Time of Interview

Interview Conducted:  
X Personally  
\_\_\_\_ Telephone

**NOTE TO INTERVIEW PANEL:** Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

#	Question/Documented Response
1	<p>Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.</p> <p>Third career. Park Ranger - 20 yrs. Grand Tetons. Teaching for 15 yrs. mid-school, special ed. &amp; reg. ed. Switched to elementary 5th grade math. Working on 2nd intesters. Worked on a # of boards Little Forest, Park Service Day Care director of board, Jewish Community, East Park Pool.</p>
2	<p>What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.]</p> <p>Not a good place for that many kids to hang out. Population that works here, but don't live here. What do we have + what can we provide. Teen Ctr.? Care for kids.</p>
3	<p>How do you perceive the role of County Boards and Commissions in local government?</p> <p>Talk about important policy issues. Advising people who make policy. Advisory role. Voice of the public 3rd voice.</p>
4	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p>open-minded. Represent your point of view. Voice of teacher + young people. Provide litrag for boy young people. Vocal about. Board regulations mission. By the book. Balance of passion + sensibility of calmness.</p>
5	<p>What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve?</p> <p>staff on board. Social events. Cohesive group. Be able to see both sides of issue.</p>

6	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure? <i>Not in last 5 yrs.</i></p> <p><i>Worked in collaborative groups a lot.</i></p> <p><i>Park Service - new org., job description, hiring, day-to-day operations. Data analysis.</i></p>
7	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p><i>No.</i></p>
8	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p><i>Would love to.</i></p>
9	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p><i>No Not all.</i></p>
10	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p> <p><i>Libraries super special to me. Wouldn't be who I was without them. Heart of community. Would be honored to be on board.</i></p>
11	<p>Do you have any questions for the interview panel?</p>

Notes:





LOS ALAMOS COUNTY  
COUNTY ADMINISTRATOR'S OFFICE  
BOARD & COMMISSION INTERVIEW QUESTIONS

Dana Kline  
Applicant's Name

Library Board  
Board or Commission

Jenn Baker  
Interviewer Name

4:15 10/15  
Date/Time of Interview

Interview Conducted:  
☒ Personally  
☐ Telephone

**NOTE TO INTERVIEW PANEL:** Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

#	Question/Documented Response
1	Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission. <i>Board of directors 2nd Master's 3rd career - Park Ranger in SW, Rocky MT diagnostic. Archaeology, Teaching, 15 years. Taught Middle School, special Ed, Barancho 5th &amp; 6th Natl Director of Bands</i>
2	What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.] <i>Same, middle schoolers to hang out - issue, something else to provide, Teen center something else - love the library</i>
3	How do you perceive the role of County Boards and Commissions in local government? <i>advising - advisory role, voice of the public 3rd voice of the community.</i>
4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? <i>Balance of passion Very open minded. represent points of view of teacher - young people, provide for literacy Board Regulations abide by mission -</i>
5	What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve? <i>- social event - holiday event - see both sides. - cohesiveness collaboration</i>

6	Have you served on any Boards, Commissions or Committees (not only County B&Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure? <i>administration department chair, Team leader Park Service, day care new organization, hiring - write job descriptors - data analysis</i>
7	Are you familiar with the County Charter and County Code as they apply to the Board you are applying for? <i>Not</i>
8	Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity? <i>She would love too</i>
9	Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board? <i>yes - aware, not a problem</i>
10	[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]
11	Do you have any questions for the interview panel? <i>- Thoughtful question engaging middle schoolers - diverse community</i>

Notes:

- great experience, strong communication, engaging
- love libraries, literacy advocate, very important, the heart of the community
- middle school





# LOS ALAMOS COUNTY

## COUNTY ADMINISTRATOR'S OFFICE

### BOARD & COMMISSION INTERVIEW QUESTIONS

Dana Kline  
Applicant's Name

Library  
Board or Commission

Susan O'Leary  
Interviewer Name

10/15 4:15  
Date/Time of Interview

Interview Conducted:  
☒ Personally  
☐ Telephone

**NOTE TO INTERVIEW PANEL:** Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

#	Question/Documented Response
1	<p>Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.</p> <p><i>East Park Post</i>  <i>Little Forest Board for a number of years</i>  <i>Forest Service Board</i>  <i>Jewish Community Board</i>  <i>Park Ranger 20 years -</i>  <i>Archeologist @ Grand Teton</i>  <i>Became teacher - 15 years @ LAMS, special ed, now @ Barranca,</i>  <i>teaches 5th grade math. Working on Masters Degree in Special Ed Diagnostics</i></p>
2	<p>What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.]</p> <p><i>City: Bd: Not a good place for middle school kids to hang out after school. What else could we provide to help these kids?</i></p>
3	<p>How do you perceive the role of County Boards and Commissions in local government?</p> <p><i>Bd would focus on important policy issues. Advise legislators as special subject matter experts. Represent the public. Be 3rd voice.</i></p>
4	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p><i>Need to be openminded. Represent your own point of view and be open to others. Provide literacy for young people. Focus on programs for young people. Need to follow the rules.</i></p>
5	<p>What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve?</p> <p><i>Social events to bring people together</i>  <i>Cohesion, get time to get to know each other.</i></p>

6	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>No, not in last 5 years.  - served in leadership roles @ LAMS</p> <p>Park Service &amp; Day care Board.  wrote job descriptions, day to day management issues  - Data analysis</p>
7	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>No</p>
8	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p>Yes</p>
9	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>No.</p>
10	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p> <p>Why?  loves libraries. Feels strongly about literacy.</p>
11	<p>Do you have any questions for the interview panel?</p> <p>Time commitment Q</p>

Notes:

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**General Information**

All County Board and Commission members must be residents of Los Alamos County.

Once a resident fills out and submits this application, an interview is scheduled with the B&C's County Council liaison, the relevant staff liaison, and the B&C Chair. After the interviews, the applicants' names are presented to the full Council during a regularly scheduled Council meeting, where a vote is taken regarding the appointment of each applicant. Each applicant will be notified if they are appointed or not.

Only on-line applications will be considered.

*If you are interested in applying for the Board of Public Utilities, please contact Jamie Kephart at 505-662-8132.*

*If you are interested in applying for Labor Relations Board, please contact Denise Cassel at 505-662-8047.*

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**Profile**

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Board and Commission Application

Note: Please be aware that as a public entity, the County of Los Alamos, is obligated to furnish this information to the public if requested. Note also that current LANL employees, if appointed to a Board or Commission, may be required by LANL to complete a 701 form.

Kelly

First Name

A

Middle Initial

Dolejsi

Last Name

Street Address

City

Email Address

Primary Phone

Alternate Phone

Suite or Apt

State

Postal Code

Party affiliation as registered: (Select one of the following) \*

☒ Democrat

Registered to vote in Los Alamos?

☒ Yes ☐ No

Recommendation of a former  
board member

How did you learn of this Board/Commission vacancy?

Do you currently serve on any County Board or Commission?

☐ Yes ☒ No

If yes, which one? (Los Alamos County law prohibits residents from serving concurrently on more than one County board except as expressly approved in writing by the County Council before the appointment is made.)

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## Interests & Experiences

Which Boards would you like to apply for?

Library: Submitted

Why would you like to serve on this particular Board or Commission?

I'd like to be on the board in order to take a larger role in supporting our libraries and keeping them wonderful. The libraries in Los Alamos are the best I've ever known. I'm at Mesa multiple times a week, borrowing books for myself and my children, and participating in programs regularly (particularly youth programs and the Authors Speak Series). They and their passionate staff enrich our community with art shows, game nights, scavenger hunts, reading challenges, encouragement for aspiring writers, book groups, and monthly films. I would love to commit my energy toward the library and its future as a board member.

What volunteer or professional activities have you participated in that could apply to this appointment?

I've served on the Arts Council Board, and have volunteered for several years at the library, primarily writing preview articles for the Free Film Series. I've also participated, as a speaker, in the Authors Speak Series, and covered many library events while working as an editor at the Los Alamos Monitor (2003-2007).

The time involved may be 10-15 hours per month or more. Are you able to serve the volunteer hours and attend training needed to perform your duties as an appointee?

Yes, I'm able to commit to this.

What would you like to accomplish during your tenure on this Board or Commission?  
(Please identify any special interests you have that led you to become interested in serving on this Board or Commission.)

Mostly, I'd like to be involved in keeping the library a safe, vibrant, happy community center.

Have you had any direct or indirect involvement with this Board or Commission or with the County staff supporting this Board or Commission or County Councilors? If so, please explain.

No, I don't believe I have.

Are there any issue or matters, financial or otherwise, that you are now or might become involved in that may come before the Board or Commission for which you seek appointment?

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No, there are no issues.

If you have any questions, please contact Barbara Lai at 505-663-3436 or [barbara.lai@lacnm.us](mailto:barbara.lai@lacnm.us)



# LOS ALAMOS COUNTY

## COUNTY ADMINISTRATOR'S OFFICE

### BOARD & COMMISSION INTERVIEW QUESTIONS

Kelly Dolejsi  
Applicant's Name

Library  
Board or Commission

Susan O'Leary  
Interviewer Name

10/18 6:45pm  
Date/Time of Interview

Interview Conducted:  
☒ Personally  
☐ Telephone

**NOTE TO INTERVIEW PANEL:** Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

#	Question/Documented Response
1	<p>Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.</p> <p>Western NMU. Grad - English            Emerson College, Boston MA - Writing degree            Writer for the Monitor 2003-2010 - Managing Editor            knows the community well; knows lots of people</p> <p>- computer &amp; graphic design            just work            - published book of poetry            - Mother of 2 little girls</p>
2	<p>What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.]</p> <p>- Affordable housing, i.e. housing in general            - small businesses have rough time; rents too high, challenging market            Library Board: getting connected w/ young families; retail</p>
3	<p>How do you perceive the role of County Boards and Commissions in local government?</p> <p>can be very influential; serving as conduit/connector w/ CC and public</p>
4	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p>The ability to articulate priorities; respectfully disagree; to listen to bd. members, staff &amp; public. as she can do all of these things.</p>
5	<p>What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve?</p> <p>listening; wants to learn more            fighting for what employees and public needs</p>

6	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>Arts Council Bd member 6 or 7 years ago          Volunteered a lot at Family Strengthening          Teaches Sunday School &amp; other stuff at Unitarian Church</p> <p>Also volunteers w/ YMCA</p>
7	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>No, but willing to learn</p>
8	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p>Yes</p>
9	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>No</p>
10	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p> <p>She wants to serve b/c she loves library + community.</p>
11	<p>Do you have any questions for the interview panel?</p>

Notes:



# LOS ALAMOS COUNTY

## COUNTY ADMINISTRATOR'S OFFICE

### BOARD & COMMISSION INTERVIEW QUESTIONS

Kelly Dolejsi  
Applicant's Name

Library  
Board or Commission

Jean Baker  
Interviewer Name

6:45 10/18/18  
Date/Time of Interview

Interview Conducted:  
☒ Personally  
☐ Telephone

**NOTE TO INTERVIEW PANEL:** Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

#	Question/Documented Response
1	<p>Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.</p> <p><i>Bachelor's in English, Emerson Graduate School in Boston Creative Writing- Monitor Paper- Column- introduced to the community, love the community, know the community, love the library</i></p>
2	<p>What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.]</p> <p><i>* Affordable housing, small Businesses, services          * Getting in contact w/ new comers - connecting w/ new community members          indeign Google Docs Published a Book/Book</i></p>
3	<p>How do you perceive the role of County Boards and Commissions in local government?</p> <p><i>influential, Connection in community work together</i></p>
4	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p><i>Articulate, ability to respectfully disagree, listen to public, employees &amp; other Board Members</i></p>
5	<p>What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve?</p> <p><i>Be on the board to figure it out. listening/ voices we heard</i></p>



6	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>Arts Council Board Unitarian Church / Sunday School YMCA Build comm. Volunteered @ family Strengths</p>
7	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>No</p>
8	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p>yes, absolutely</p>
9	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>Not an issue</p>
10	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p> <p>Why the library Board? Love my library, Love my Community</p>
11	<p>Do you have any questions for the interview panel?</p>

Notes:

great questions



**LOS ALAMOS COUNTY**  
**COUNTY ADMINISTRATOR'S OFFICE**  
**BOARD & COMMISSION INTERVIEW QUESTIONS**

Kelly Dalejsi  
Applicant's Name

Library Board  
Board or Commission

Eileen Sullivan  
Interviewer Name

6:45 10/18/18  
Date/Time of Interview

Interview Conducted:

☒ Personally  
☐ Telephone

**NOTE TO INTERVIEW PANEL:** Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

#	Question/Documented Response
1	Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission. <i>BA from WNMU. Emerso creative writing in Boston job @ monitor, great way to get introduced to community. 2003-2006 many community connections, computer programs, Google docs, published bk. of poetry this yr.</i>
2	What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.] <i>Affordable housing, lab growing. Small businesses have hard time. Getting in contact w/ young families, newcomers</i>
3	How do you perceive the role of County Boards and Commissions in local government? <i>Can be very influential, about connections, about working together.</i>
4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? <i>Ability to articulate what number things important, ability to respectfully disagree to listen to public stuff. As mg. editor did work w/ various viewpoints</i>
5	What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve? <i>Listen + bring concerns to board. Would need to get feel w/ first understand needs. Fighty for what employees + public need. Making sure voices get heard.</i>

6	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>Arts Council board (6 or 7 yrs. ago). Volunteered a lot @ FSN. Fundraisers, events. Church sundy school + YMCA to help build community.</p>
7	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>No. Willing to familiarize.</p>
8	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p>yes. Absolutely.</p>
9	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>No issue.</p>
10	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p> <p>I love my library + community.</p>
11	<p>Do you have any questions for the interview panel?</p> <p>When meetigs.</p>

Notes:

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**General Information**

All County Board and Commission members must be residents of Los Alamos County.

Once a resident fills out and submits this application, an interview is scheduled with the B&C's County Council liaison, the relevant staff liaison, and the B&C Chair. After the interviews, the applicants' names are presented to the full Council during a regularly scheduled Council meeting, where a vote is taken regarding the appointment of each applicant. Each applicant will be notified if they are appointed or not.

Only on-line applications will be considered.

*If you are interested in applying for the Board of Public Utilities, please contact Jamie Kephart at 505-662-8132.*

*If you are interested in applying for Labor Relations Board, please contact Denise Cassel at 505-662-8047.*

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**Profile**

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**Board and Commission Application**

Note: Please be aware that as a public entity, the County of Los Alamos, is obligated to furnish this information to the public if requested. Note also that current LANL employees, if appointed to a Board or Commission, may be required by LANL to complete a 701 form.

Sarah

First Name

NICHOLS

Middle Initial

Last Name

Street Address

Suite or Apt  
State

City

Postal Code

Email Address

Primary Phone

Alternate Phone

Party affiliation as registered: (Select one of the following) \*

☒ Democrat

Registered to vote in Los Alamos?

☒ Yes ☐ No

a different board and looked at the  
county website

How did you learn of this Board/Commission vacancy?

**Do you currently serve on any County Board or Commission?**

☒ Yes ☐ No

If yes, which one? (Los Alamos County law prohibits residents from serving concurrently on more than one County board except as expressly approved in writing by the County Council before the appointment is made.)

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## **Interests & Experiences**

**Which Boards would you like to apply for?**

Library: Submitted

**Why would you like to serve on this particular Board or Commission?**

I love libraries. The awesome library was one of the things that helped convince me to move to Los Alamos when I was considering a job here 5 years ago. I have a passion for books and for writing.

**What volunteer or professional activities have you participated in that could apply to this appointment?**

I have a masters degree in English and Writing. I am the librarian for my church's library.

**The time involved may be 10-15 hours per month or more. Are you able to serve the volunteer hours and attend training needed to perform your duties as an appointee?**

Yes

**What would you like to accomplish during your tenure on this Board or Commission?  
(Please identify any special interests you have that led you to become interested in serving on this Board or Commission.)**

I'd like more people in the community to be aware of all the library has to offer. For instance, I frequently find that people don't know about the Overdrive or Hoopla apps.

**Have you had any direct or indirect involvement with this Board or Commission or with the County staff supporting this Board or Commission or County Councilors? If so, please explain.**

No

**Are there any issue or matters, financial or otherwise, that you are now or might become involved in that may come before the Board or Commission for which you seek appointment?**

No

If you have any questions, please contact Barbara Lai at 505-663-3436 or [barbara.lai@lacnm.us](mailto:barbara.lai@lacnm.us)



**LOS ALAMOS COUNTY**  
**COUNTY ADMINISTRATOR'S OFFICE**  
**BOARD & COMMISSION INTERVIEW QUESTIONS**

Sarah Nichols  
Applicant's Name

Library Board  
Board or Commission

Jenn Baker  
Interviewer Name

3:30 10/15/18  
Date/Time of Interview

Interview Conducted:

☒ Personally  
☐ Telephone

**NOTE TO INTERVIEW PANEL:** Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

#	Question/Documented Response
1	Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission. <u>5 years in Los Alamos/W.R. - one reason she moved here. 2 kids in H.S. Master's degree in Librarian for my Church. Love libraries, - writer</u>
2	What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.] <u>Budget of County w lab change over - of mgt.</u>
3	How do you perceive the role of County Boards and Commissions in local government? <u>Make recommendations to County Council- Be able to give thought/planning - Bring to Council</u>
4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? <u>Civility- get along w/people, Communication, Valuing others ideas, Be flexible, be open, passion, caring for libraries,</u>
5	What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve? <u>Get to know staff, connect attending library functions</u>

6	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p><i>Church committees, administrative Women's organization, Biggest came up with</i>  <i>Think outside the box advocating for others</i></p>
7	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p><i>no don't</i></p>
8	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p><i>yes, definitely</i></p>
9	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p><i>no</i></p>
10	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p>
11	<p>Do you have any questions for the interview panel?</p> <p><i>always had a passion</i></p>

Notes:

*struggled - on eye contact.  
less experienced*



# LOS ALAMOS COUNTY

## COUNTY ADMINISTRATOR'S OFFICE

### BOARD & COMMISSION INTERVIEW QUESTIONS

Sarah Nichols  
Applicant's Name

Library Board  
Board or Commission

Eileen Sullivan  
Interviewer Name

10/15/18 3:30  
Date/Time of Interview

Interview Conducted:  
☒ Personally  
☐ Telephone

**NOTE TO INTERVIEW PANEL:** Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

#	Question/Documented Response
1	<p>Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.</p> <p>Las Alamos / WR - 5yrs. from Doming. When moved asked about library. 2 HS kids, works @ lab. MA Eng. + writing. Librarian for church. People don't always know about apps Noopla-OverDrive. Illustrate, writes childrens books.</p>
2	<p>What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.]</p> <p>change in lab contract. How will it affect library.</p> <p>Doesn't know issues.</p>
3	<p>How do you perceive the role of County Boards and Commissions in local government?</p> <p>Generally make recommendations to county council. Bring info. to council after thought + consideration.</p>
4	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p>Civility. Getting along people. Valuing other people's ideas. Having a passion about it caring about libraries + valuing what they do. Good verbal skills.</p>
5	<p>What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve?</p> <p>Don't know what have. Events between staff + boards. Attending library functions, being part of library community.</p>



6	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p><i>Have been on church committees. Weekly team mths at work – thinks outside box, advocates for others on team</i></p>
7	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p><i>No.</i></p>
8	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p><i>yes. Definitely</i></p>
9	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p><i>Not aware</i></p>
10	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p>
11	<p>Do you have any questions for the interview panel?</p> <p><i>How much time commitment. Passion for library.</i></p>

Notes:



**LOS ALAMOS COUNTY**  
**COUNTY ADMINISTRATOR'S OFFICE**  
**BOARD & COMMISSION INTERVIEW QUESTIONS**

Sarah Nichols  
Applicant's Name

Library  
Board or Commission

Susan O'Leary  
Interviewer Name  
(arrived 3:40)

3:30 / 10/15  
Date/Time of Interview

Interview Conducted:  
☒ Personally  
☐ Telephone

**NOTE TO INTERVIEW PANEL:** Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

#	Question/Documented Response
1	Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.
2	What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.]
3	How do you perceive the role of County Boards and Commissions in local government?
4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?
5	What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve?

6	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>Church committees</p> <p>- Good @ coming up with fresh ideas; emotionally intelligent w/ her teammates</p>
7	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>No</p>
8	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p>Yes</p>
9	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>No</p>
10	<p><i>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</i></p>
11	<p>Do you have any questions for the interview panel?</p> <p>Q re time commitment</p> <p>She has a passion for libraries</p>

Notes:

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**General Information**

All County Board and Commission members must be residents of Los Alamos County.

Once a resident fills out and submits this application, an interview is scheduled with the B&C's County Council liaison, the relevant staff liaison, and the B&C Chair. After the interviews, the applicants' names are presented to the full Council during a regularly scheduled Council meeting, where a vote is taken regarding the appointment of each applicant. Each applicant will be notified if they are appointed or not.

Only on-line applications will be considered.

*If you are interested in applying for the Board of Public Utilities, please contact Jamie Kephart at 505-662-8132.*

*If you are interested in applying for Labor Relations Board, please contact Denise Cassel at 505-662-8047.*

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**Profile**

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Board and Commission Application

Note: Please be aware that as a public entity, the County of Los Alamos, is obligated to furnish this information to the public if requested. Note also that current LANL employees, if appointed to a Board or Commission, may be required by LANL to complete a 701 form.

DS

First Name

Middle Initial

Magid

Last Name

Street Address

Suite or Apt  
State

City

Postal Code

Email Address

Primary Phone

Alternate Phone

Party affiliation as registered: (Select one of the following) \*

☒ Democrat

Registered to vote in Los Alamos?

☒ Yes ☐ No

Signs at the Library

How did you learn of this Board/Commission vacancy?

**Do you currently serve on any County Board or Commission?**

☐ Yes ☒ No

If yes, which one? (Los Alamos County law prohibits residents from serving concurrently on more than one County board except as expressly approved in writing by the County Council before the appointment is made.)

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## **Interests & Experiences**

**Which Boards would you like to apply for?**

Library: Submitted

**Why would you like to serve on this particular Board or Commission?**

I believe strongly in the public library system, and am a frequent user of Mesa Public Library.

**What volunteer or professional activities have you participated in that could apply to this appointment?**

International Centre for Women Playwrights, Board member 2009-2016, co-founder and co-chair 50/50 Applause Award 2013-2015; Founder SWAN Day-CLE; AEA Cleveland Liaison Committee 2008-2010; National Media Committee 2009; WISC and Helene Wurlitzer Foundation Fellow; LALT volunteer member/gadfly since 1993 (including when not living in NM).

**The time involved may be 10-15 hours per month or more. Are you able to serve the volunteer hours and attend training needed to perform your duties as an appointee?**

Yes.

**What would you like to accomplish during your tenure on this Board or Commission? (Please identify any special interests you have that led you to become interested in serving on this Board or Commission.)**

My focus is on volunteerism and community involvement.

**Have you had any direct or indirect involvement with this Board or Commission or with the County staff supporting this Board or Commission or County Councilors? If so, please explain.**

I have direct and/or indirect communications with Library staff on an almost-daily basis.

**Are there any issue or matters, financial or otherwise, that you are now or might become involved in that may come before the Board or Commission for which you seek appointment?**

I am the instigator of the Community-wide Free Singalong of a Classic Broadway Musical, an open-to-everyone event which will occur at LALT on October 5, 2018. I am liaising with Katherine Korkos to spread the word about it, including an online survey to choose which musical we'll sing along with.

If you have any questions, please contact Barbara Lai at 505-663-3436 or [barbara.lai@lacnm.us](mailto:barbara.lai@lacnm.us)



LOS ALAMOS COUNTY  
COUNTY ADMINISTRATOR'S OFFICE  
BOARD & COMMISSION INTERVIEW QUESTIONS

De Madrid  
Applicant's Name

Library Board  
Board or Commission

Eileen Sullivan  
Interviewer Name

10/15/18 4:45 pm.  
Date/Time of Interview

Interview Conducted:  
☒ Personally  
☐ Telephone

**NOTE TO INTERVIEW PANEL:** Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

#	Question/Documented Response
1	Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission. <u>Not sure qualified. from Cleveland, OH. Been in love w/ libraries. Library project @ LALT. Been in LA last yr, but been in area SF etc. for long time. spreadsheet all plays, organized, searchable. Have sat on board. Int. ctr. for women playwrights, awards, founding a playwrights org. for subcontractor @ lab, tech writer &amp; editor</u>
2	What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.] <u>Didotism in social strata - educ, economic levels. reconciling that. Current political situation long term concern. How to serve both ends of spectrum + international community. Program that might appeal to all. To be inclusive</u>
3	How do you perceive the role of County Boards and Commissions in local government? <u>Would be looking for guidance. Is an advisory function. To support county which is community at large.</u>
4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? <u>To delve in as subject matter expert, but also able to see big picture. Have both skills. As playwright creates worlds. Survived on 2 boards &amp; done good things with them.</u>
5	What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve? <u>Would need to know more about the dynamics of each. Would be novice, learning.</u>

6	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p><i>International Center for women. playwright, publication committees. opportunities, awards, spreadsheets, databases as volunteers. Synagoga Youth Chapter.</i></p>
7	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p><i>No.</i></p>
8	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p><i>Yes.</i></p>
9	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p><i>No.</i></p>
10	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p> <p><i>I know it well. Surely I can contribute in substantive way.</i></p>
11	<p>Do you have any questions for the interview panel?</p>

Notes:



LOS ALAMOS COUNTY  
COUNTY ADMINISTRATOR'S OFFICE  
BOARD & COMMISSION INTERVIEW QUESTIONS

D.S.

Applicant's Name

Library

Board or Commission

Susan O'Leary

Interviewer Name

10/15 4:45

Date/Time of Interview

Interview Conducted:

☒ Personally

☐ Telephone

**NOTE TO INTERVIEW PANEL:** Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

#	Question/Documented Response
1	<p>Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.</p> <p>Always loved libraries. Founded Library Project at Little Theater. Member of Little Theater for many years, directed 6 plays. On board of Int'l Center for Women's Playwrights. Lives in L.A. for 1 1/2 yrs; lived in SF previously; works 2 jobs late 80s - 2004. <i>created policy system of books in library 1647 filled currently</i></p>
2	<p>What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.]</p> <p>Tough political climate. Q is how to keep the library in center of community that appeals to all segments of the population. <i>masters in music</i></p>
3	<p>How do you perceive the role of County Boards and Commissions in local government?</p> <p>Not sure, looking for guidance. Advisory role; Bd needs diversity of opinions, actions.</p>
4	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p>The ability to be subject matter experts but also see the larger picture as it relates to the community.</p>
5	<p>What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve?</p> <p>Would need to know dynamics between staff &amp; board. Coming in as a novice - learning; not coming in as the leader.</p>



6	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>- see Q1</p> <p>- helped on spreadsheets &amp; databases; written plays; helped selection committee with playwright awards.</p>
7	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>No</p>
8	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p>Yes</p>
9	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>No</p>
10	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p> <p>Why?</p> <p>Because its a great way to contribute to the community and she loves libraries.</p>
11	<p>Do you have any questions for the interview panel?</p> <p>Time commitment Qs</p>

Notes:



LOS ALAMOS COUNTY  
COUNTY ADMINISTRATOR'S OFFICE  
BOARD & COMMISSION INTERVIEW QUESTIONS

DS Magid  
Applicant's Name

Library Board  
Board or Commission

Jenn Baker  
Interviewer Name

4:45 10/15/18  
Date/Time of Interview

Interview Conducted:  
☒ Personally  
☐ Telephone

**NOTE TO INTERVIEW PANEL:** Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

#	Question/Documented Response
1	Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission. <i>Beep in love w/ libraries all her life 25 years ago founded library &amp; little theater. Directed Tech writer - editor - relational databases - creating 6 plays 1647 titles - talking w/ Katy Korkos Board of Int'l women playrights</i>
2	What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.] <i>dicotomy, <del>the</del> so How to serve the community @ all levels including all levels / international - inclusive -</i>
3	How do you perceive the role of County Boards and Commissions in local government? <i>looking for guidance as she does know. diverse realms of experience. Support the community - in lag</i>
4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? <i>Ability subject matter expert Have done But see the forest - larger picture of the good things context. Create world - understand perspectives on the Board</i>
5	What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve? <i>- get to know the staff - relationship Coming in as a novice, leaving one - always is.</i>

6	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p><i>United</i>  <i>* Int'l playwrights. NY Grant, 365</i>  <i>Spreadsheets/databases, 3 plays a year</i></p>
7	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p><i>no</i></p>
8	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p><i>Yes</i></p>
9	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p><i>No</i></p>
10	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p> <p><i>Why do you want to be on the board- love L.A.</i>  <i>Contribute in a <del>few</del></i></p>
11	<p>Do you have any questions for the interview panel?</p>

Notes:

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Only on-line applications will be considered.

*If you are interested in applying for the Board of Public Utilities, please contact Jamie Kephart at 505-662-8132.*

*If you are interested in applying for Labor Relations Board, please contact Denise Cassel at 505-662-8047.*

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**Profile**

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Board and Commission Application

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Eleanore

First Name

McClary

Middle Initial

Last Name

Street Address

City

Suite or Apt  
State

Postal Code

Email Address

Primary Phone

Alternate Phone

Party affiliation as registered: (Select one of the following) \*

☒ None of the above

Registered to vote in Los Alamos?

☐ Yes ☐ No

Library posting

How did you learn of this Board/Commission vacancy?

**Do you currently serve on any County Board or Commission?**

☒ Yes ☐ No

If yes, which one? (Los Alamos County law prohibits residents from serving concurrently on more than one County board except as expressly approved in writing by the County Council before the appointment is made.)

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## **Interests & Experiences**

**Which Boards would you like to apply for?**

Library: Submitted

**Why would you like to serve on this particular Board or Commission?**

I have always enjoyed libraries in one form or another. In addition, one of my early career dreams as a child was to work in a library. Besides improving my experience, I would like to get to know more about the Secret City, and help it prosper long into the future.

**What volunteer or professional activities have you participated in that could apply to this appointment?**

My first job in Los Alamos was as a Document Control Specialist, hired out by the Edgewater office in Central Park Square. While I was not able to learn specifics due to the specific company starting everything from scratch, I have the experience gained from working there, along with good organizational skills.

**The time involved may be 10-15 hours per month or more. Are you able to serve the volunteer hours and attend training needed to perform your duties as an appointee?**

I believe I will have the time, along with continuing to work as a County employee at the golf course and starting college studies for a Radiation Control Tech certification soon.

**What would you like to accomplish during your tenure on this Board or Commission?  
(Please identify any special interests you have that led you to become interested in serving on this Board or Commission.)**

After the renovation of the Mesa library is finished, I would like to expand the number of computers available in the library, along with obtaining the extra equipment to support the computer reservation system. I would also like to expand the current collection with additional copies of popular titles, and additional editions of widely published titles.

**Have you had any direct or indirect involvement with this Board or Commission or with the County staff supporting this Board or Commission or County Councilors? If so, please explain.**

I have never been involved in politics of any sort before. This would be a completely new experience for me.

Are there any issue or matters, financial or otherwise, that you are now or might become involved in that may come before the Board or Commission for which you seek appointment?

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I am currently an employee of the County (9053), currently working for the Los Alamos Golf Course in the Pro shop. I am also currently seeking to obtain full-time or long-term employment, which may create conflict if such employment comes from the County if I am appointed for this Board.

If you have any questions, please contact Barbara Lai at 505-663-3436 or [barbara.lai@lacnm.us](mailto:barbara.lai@lacnm.us)

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*If you are interested in applying for the Board of Public Utilities, please contact Jamie Kephart at 505-662-8132.*

*If you are interested in applying for Labor Relations Board, please contact Denise Cassel at 505-662-8047.*

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**Profile**

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Board and Commission Application

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Monica

First Name

L

Middle Initial

Avery

Last Name

Street Address

City

Email Address

Primary Phone

Alternate Phone

Suite or Apt  
State

Postal Code

Party affiliation as registered: (Select one of the following) \*

☒ None of the above

Registered to vote in Los Alamos?

☒ Yes ☐ No

Facebook

How did you learn of this Board/Commission vacancy?



**Do you currently serve on any County Board or Commission?**

☒ Yes ☐ No

If yes, which one? (Los Alamos County law prohibits residents from serving concurrently on more than one County board except as expressly approved in writing by the County Council before the appointment is made.)

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## **Interests & Experiences**

**Which Boards would you like to apply for?**

Library: Submitted  
Parks and Recreation: Submitted  
Community Development Advisory: Submitted

**Why would you like to serve on this particular Board or Commission?**

I feel like as someone who built a home on new incoming ng property to a city (AMA) I have a history of development planning

**What volunteer or professional activities have you participated in that could apply to this appointment?**

Bo

**The time involved may be 10-15 hours per month or more. Are you able to serve the volunteer hours and attend training needed to perform your duties as an appointee?**

Yes it can make it happen since I am a remote employee with my own hours

**What would you like to accomplish during your tenure on this Board or Commission? (Please identify any special interests you have that led you to become interested in serving on this Board or Commission.)**

We need to build this community or the lab will die. I am familiar with the situation and I know how to make it happen

**Have you had any direct or indirect involvement with this Board or Commission or with the County staff supporting this Board or Commission or County Councilors? If so, please explain.**

No, new thoughts and ideas

**Are there any issue or matters, financial or otherwise, that you are now or might become involved in that may come before the Board or Commission for which you seek appointment?**

No, money is not an issue. I am concerned with pushing this community forward.

If you have any questions, please contact Barbara Lai at 505-663-3436 or [barbara.lai@lacnm.us](mailto:barbara.lai@lacnm.us)