



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Agenda - Final County Council - Regular Session

Sara Scott, Council Chair; Pete Sheehey, Vice-Chair; David Izraelevitz; Antonio Maggiore; Katrina Martin; James Robinson; and Randall Rytz, Councilors

Tuesday, October 1, 2019

6:00 PM

Council Chambers - 1000 Central Avenue
TELEvised

1. OPENING/ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. PUBLIC COMMENT

This section of the agenda is reserved for comments from the public on items that are not otherwise included in this agenda.

4. APPROVAL OF AGENDA
5. PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS

- A. [12250-19](#) Recognition of Self Help, Inc. as they celebrate 50 Years of Service in our community, and proclaim Saturday, October 5, 2019 as "Self Help Inc. Day" (accepted by Maura Taylor, Executive Director, and Board Members)

Presenters: County Council - Regular Session

- B. [12333-19](#) Proclamation declaring the Month of October as "Archives Month" in Los Alamos County (accepted by Liz Martineau, Executive Director, Los Alamos Historical Society)

Presenters: County Council - Regular Session

- C. [12234-19](#) Proclamation declaring the Week of October 7-11, 2019 as "Customer Service Week" in Los Alamos County (accepted by Customer Care Center Representatives)

Presenters: County Council - Regular Session

- D. [12235-19](#) Proclamation declaring the Month of October as "Arts & Culture Month" and Friday, October 11th as "An Evening of Arts & Culture" in Los Alamos County (accepted by Los Alamos Arts Council - Chris Monteith, Executive Director; Jocelyn Warner, President; Steve Bublitz, Vice President;

Presenters: County Council - Regular Session

- E. [12236-19](#) Proclamation declaring the Month of October as "Breast Cancer Awareness Month" (accepted by Nancy Partridge)

Presenters: County Council - Regular Session

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

7. **CONSENT AGENDA**

The following items are presented for Council approval under a single motion unless any item is withdrawn by a Councilor for further Council consideration in the agenda section entitled "Business."

October 1, 2019 Consent Motion:

Consent Motion -

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.

- A. [12354-19](#) County Council Minutes for September 17, 2019

Presenters: Naomi Maestas

Attachments: [A - County Council Minutes for September 17, 2019](#)

- B. [12357-19](#) Contract for General Services, Agreement No. AGR 19-02 with Tyler Technologies in the Amount not to exceed FOUR HUNDRED FORTY-ONE THOUSAND EIGHT HUNDRED TWENTY-SEVEN DOLLARS AND FOUR CENTS (\$441,827.04), plus applicable New Mexico Gross Receipts Taxes (NMGRS), for continued maintenance on Tyler Eagle Software, additional calculated fields and implementation of Eagle Web module.

Presenters: Ken H. Milder, County Assessor and Marty Martinez, Chief Deputy Assessor

Attachments: [A - AGR19-02 Tyler Eagle FINAL.pdf](#)

8. **INTRODUCTION OF ORDINANCE(S)**

- A. [CO0572-19](#) Incorporated County of Los Alamos Code Ordinance 02-300; An

Ordinance Amending Chapter 18, Article IV, of the Code of Ordinances of the Incorporated County of Los Alamos to Bring it into Compliance with Recent Changes Made to the Dee Johnson Clean Indoor Air Act to Include E-Cigarettes and Expand the Scope of the Definitions of "Secondhand Smoke" and "Smoking"

Presenters: Katie Thwaits

Attachments: [ATTACHMENT A - INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE 02-300](#)

9. PUBLIC HEARING(S)

- A.** [OR0856-19b](#) Incorporated County Of Los Alamos Ordinance No. 695; AN ORDINANCE ADOPTING AN ECONOMIC DEVELOPMENT PROJECT FOR PUBLIC SUPPORT OF TNJLA LLC., A NEW MEXICO CORPORATION

Presenters: Joanie Ahlers, Economic Development Administrator

Attachments: [A - Incorporated County of Los Alamos Ordinance No. 695.pdf](#)
[B - Publication Notice.pdf](#)
[C - ROI for LEDA on 20th](#)
[D - Picture of other TNJLA Hotel Properties.pdf](#)
[E - Elevations TownePlace Suite Brochure.pdf](#)
[F -Proposed Site Map](#)

10. BUSINESS

11. COUNCIL BUSINESS

A. *Appointments*

- 1)** [12323-19](#) Board/Commission Appointment(s) - Library Board

Presenters: Eileen Sullivan

Attachments: [A - Library Board Member List](#)
[B - Interview Panel Recommendations](#)
[C - Application Packet for John Nash](#)
[D - Application Packet for Renae Mitchell](#)
[E - Application Packet for Daniel Morgan](#)
[F - Application Packet for Rebecca Rodriguez](#)

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***
- 12. **COUNCILOR COMMENTS****
- 13. **PUBLIC COMMENT****
- 14. **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

October 01, 2019

Los Alamos, NM 87544
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Agenda No.: A.

Index (Council Goals):

Presenters: County Council - Regular Session

Legislative File: 12250-19

Title

Recognition of Self Help, Inc. as they celebrate 50 Years of Service in our community, and proclaim Saturday, October 5, 2019 as "Self Help Inc. Day" (accepted by Maura Taylor, Executive Director, and Board Members)

Body

WHEREAS: On April 17, 1969, Self Help was incorporated as a non-profit organization dedicated to assisting those in need in Northern New Mexico by providing crisis intervention, case management, advocacy, and seed/education grants; and

WHEREAS: Self Help Inc., with the assistance of community donors, volunteers and local partners - particularly the on-going support of Bethlehem Lutheran Church in Los Alamos - has evolved over the years to meet changing needs in Los Alamos, Rio Arriba, Taos and Northern Santa Fe Counties; and

WHEREAS: From uniting people by spearheading community economic improvement projects, to dispensing funds to victims of the Cerro Grande Fire; by providing emergency financial assistance to aid families in crisis, by making available business and education seed grants, by offering consultation, referral and advocacy services - in all of its efforts and outreach, Self Help has proven to be a dynamic resource committed to meeting basic needs and fostering self-sufficiency in Northern New Mexico; and

WHEREAS: The Los Alamos County Council wishes to commend Self Help's staff, board members, volunteers and partners for **50 years of service** to our community and surrounding counties;

NOW, THEREFORE, on behalf of the Council of the Incorporated County of Los Alamos, I do hereby proclaim Saturday, October 5, 2019 as

"SELF HELP INC. DAY"

in Los Alamos County, and ask our citizens to join us in applauding the work of this outstanding community organization.



County of Los Alamos

Staff Report

October 01, 2019

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Agenda No.: B.

Index (Council Goals):

Presenters: County Council - Regular Session

Legislative File: 12333-19

Title

Proclamation declaring the Month of October as "Archives Month" in Los Alamos County
(accepted by Liz Martineau, Executive Director, Los Alamos Historical Society)

Body

WHEREAS: Much of our community's rich and diverse history can be found in records created by and for the people; and

WHEREAS: The Los Alamos Historical Society maintains an outstanding archives and is a wonderful resource for preserving our history; and

WHEREAS: Researchers and scholars visiting the archives find it to be a valuable source of information; and

WHEREAS: The archives provides a glimpse into our past and guide for our future; and

WHEREAS: The archives contains 40,000 documents and 10,000 artifacts - its unique collection ranges from handwritten letters and diaries to typed manuscripts, photos, videos, and more; and

WHEREAS: Thanks to the archives, our community members and researchers can study the past and celebrate our history;

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

"ARCHIVES MONTH"

in Los Alamos County and encourage our citizens to learn more about this excellent resource.



County of Los Alamos

Staff Report

October 01, 2019

Los Alamos, NM 87544
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Agenda No.: C.

Index (Council Goals):

Presenters: County Council - Regular Session

Legislative File: 12234-19

Title

Proclamation declaring the Week of October 7-11, 2019 as "Customer Service Week" in Los Alamos County (accepted by Customer Care Center Representatives)

Body

WHEREAS: in 1992, the U.S. Congress proclaimed Customer Service Week, a nationally recognized event celebrated annually during the first full week of October; and

WHEREAS: each year, thousands of citizens access the services and programs offered by Los Alamos County government, and for over 15 years, the Customer Care Center has been the "face" of the County - many times as a new customer's very first interaction with local government when they move to Los Alamos; the Customer Care Center offers customers an easy-to-access phone line, e-mail address and walk in service with offices located conveniently in the lobby of the Municipal Building; and

WHEREAS: Customer service is everyone's goal - Los Alamos County is committed to providing quality essential services, and top-notch service is a priority for every County employee; and

WHEREAS: the Council wishes to recognize the achievements of County staff in the field of customer service, and to encourage continued commitment to customer service excellence in everyday activities, services and programs;

NOW, THEREFORE, on behalf of the Council of the Incorporated County of Los Alamos, I do hereby proclaim the Week of October 7 through 11, 2019 as

"CUSTOMER SERVICE WEEK"

in Los Alamos County, and thank our employees for their hard work and dedication in serving the citizens of Los Alamos County.



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Staff Report
October 01, 2019

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Agenda No.: D.
Index (Council Goals):
Presenters: County Council - Regular Session
Legislative File: 12235-19

Title

Proclamation declaring the Month of October as "Arts & Culture Month" and Friday, October 11th as "An Evening of Arts & Culture" in Los Alamos County (accepted by Los Alamos Arts Council - Chris Monteith, Executive Director; Jocelyn Warner, President; Steve Bublitz, Vice President;

Body

- WHEREAS:** The month of October has been recognized as National Arts and Humanities Month by thousands of arts and cultural organizations and communities across the country for over 35 years;
- WHEREAS:** The arts and humanities enhance and enrich the lives of every American by playing a unique role in the lives of our families, our community, and our country;
- WHEREAS:** Our local arts and cultural organizations are a vital part of recreation, education, and enjoyment in Los Alamos, enhancing our quality of life and strengthening our economy; and
- WHEREAS:** Our thriving artistic and cultural community members have many activities planned during the month of October;

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

"ARTS & CULTURE MONTH"

AND FURTHERMORE, declare Friday, October 11, 2019 as

"AN EVENING OF ARTS & CULTURE"

in Los Alamos County, and ask our citizens to support the outstanding programs and events that these organizations bring to our community.



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Agenda No.: E.

Index (Council Goals):

Presenters: County Council - Regular Session

Legislative File: 12236-19

Title

Proclamation declaring the Month of October as "Breast Cancer Awareness Month" (accepted by Nancy Partridge)

Body

WHEREAS: According to the American Cancer Society, this year 271,270 people will be diagnosed with invasive breast cancer in the U.S.; more than 42,260 women and men in the U.S. are expected to die from breast cancer; and

WHEREAS: Besides skin cancer, breast cancer is the most commonly diagnosed cancer among American women; it is second only to lung cancer as cause of cancer death; and

WHEREAS: A woman living in the U.S. has a 1-in-8 lifetime risk of being diagnosed with breast cancer, and men have a 1 in 833 lifetime risk of getting breast cancer; and

WHEREAS: Breast cancer typically produces no symptoms when the tumor is small and most easily treated; and although breast cancer generally has been referred to as a single disease, there are up to 21 distinct subtypes; and

WHEREAS: The Los Alamos Council on Cancer provides education about breast cancer and supports cancer prevention and treatment; they partner with the American Cancer Society and the National Cosmetology Association to provide the "Look good and Feel Better" program for women with breast cancer; and

WHEREAS: The Breast and Cervical Cancer Early Detection Program at the NM Department of Health provides eligible women with free breast and cervical cancer screening; and

WHEREAS: Public education about breast cancer symptoms, early detection and treatment is the key to fighting breast cancer;

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

"BREAST CANCER AWARENESS MONTH"

in Los Alamos County, and encourage our community to become educated about the early warning signs and causes of this particular cancer and its effective treatment.



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October 01, 2019

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Agenda No.:

Index (Council Goals):

Presenters:

Title

October 1, 2019 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.



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Agenda No.: A.

Index (Council Goals): * 2019 Council Goal - Other

Presenters: Naomi Maestas

Legislative File: 12354-19

Title

County Council Minutes for September 17, 2019

Recommended Action

I move that Council approve the County Council Minutes for September 17, 2019.

Clerk's Recommendation

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

Attachments

A - County Council Minutes for September 17, 2019

Minutes

County Council – Work Session

*Sara Scott, Council Chair; Pete Sheehey, Council Vice-Chair;
David Izraelevitz, Antonio Maggiore, James Robinson,
Randall Ryti, and Katrina Schmidt, Councilors*

Tuesday, September 17, 2019

6:00 PM

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

Joint Meeting of Council and Board of Public Utilities

1. CALL TO ORDER

Due to the lack of a quorum for the Department of Public Utilities (DPU) Board, the meeting was conducted as a County Council Work Session with representation of DPU Board.

The Council Chair, Sara Scott, called the meeting to order at 6:10 p.m.

The following Councilors were in attendance:

Present: 7 - Councilor Scott, Councilor Sheehey, Councilor Izraelevitz, Councilor Maggiore, Councilor Robinson, Councilor Ryti, and Councilor Schmidt

The following Board of Public Utilities members were in attendance:

Present: 2 – Carrie Walker and Kathleen Taylor

2. PLEDGE OF ALLEGIANCE

Led by: All.

3. PUBLIC COMMENT

None.

4. APPROVAL OF AGENDA

A motion was made by Councilor Izraelevitz, seconded by Councilor Maggiore, that the agenda be approved, as presented.

The motion passed by acclamation with the following vote:

Yes: 7 - Councilor Scott, Councilor Sheehey, Councilor Izraelevitz, Councilor Maggiore, Councilor Robinson, Councilor Ryti, and Councilor Schmidt

5. PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS

- A.** Joint Board of Public Utilities & County Council Item - Los Alamos Power Resource Planning "Challenges and Opportunities"

Mr. Steve Cummins, Deputy Utility Manager-Power Supply, spoke.
Mr. Jordan Garcia, Power Scheduler and Energy Manager, spoke.
Ms. Fengrong Li, FTI Consulting, spoke.

No action taken.

- B.** Briefing to Council by Carrie Walker, Chair of the Board of Public Utilities

Ms. Walker, spoke.
Mr. Philo Shelton, Utilities Manager, spoke.

No action taken.

6. ADJOURNMENT OF –JOINT SESSION

There was no adjournment due to the lack of a quorum of the DPU Board.

10. PUBLIC COMMENT (Heard out of order)

Mr. Tom Bowles, 4 Kiowa Lane, New Mexico Green Group, commented on the Clean Energy Economy.

7. COUNCIL OPENING/ROLL CALL

The following Councilors were in attendance:

Present: 7 - Councilor Scott, Councilor Sheehey, Councilor Izraelevitz, Councilor Maggiore, Councilor Robinson, Councilor Ryt, and Councilor Schmidt

8. APPROVAL OF COUNCIL AGENDA

This item was already addressed at the beginning of the meeting due to the lack of a quorum of the DPU Board.

9. BUSINESS

- A.** Discussion of Possible Comments to Santa Fe National Forest Draft Land Management Plan

Mr. Brian Brogan, Community Services Director, spoke.
Mr. Harry Burgess, County Manager, spoke.

No action taken.

11. ADJOURNMENT

The meeting adjourned at 8:06 p.m.

INCORPORATED COUNTY OF LOS ALAMOS

Sara C. Scott, Council Chair

Attest:

Naomi D. Maestas, County Clerk

Meeting Transcribed by: Victoria L. Martinez, Deputy Clerk



County of Los Alamos

Staff Report

October 01, 2019

Los Alamos, NM 87544
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Agenda No.: B.

Index (Council Goals):

Presenters: Ken H. Milder, County Assessor and Marty Martinez, Chief Deputy Assessor

Legislative File: 12357-19

Title

Contract for General Services, Agreement No. AGR 19-02 with Tyler Technologies in the Amount not to exceed FOUR HUNDRED FORTY-ONE THOUSAND EIGHT HUNDRED TWENTY-SEVEN DOLLARS AND FOUR CENTS (\$441,827.04), plus applicable New Mexico Gross Receipts Taxes (NMGRT), for continued maintenance on Tyler Eagle Software, additional calculated fields and implementation of Eagle Web module.

Recommended Action

I move that Council approve Contract for General Services, Agreement No. AGR 19-02 with Tyler Technologies in the Amount of \$441,827.04, plus Applicable Gross Receipts Tax, for continued maintenance on Tyler Eagle Software, additional calculated fields and implementation of Eagle Web module.

County Manager's Recommendation

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

Body

The Los Alamos County Assessor's Department is responsible for the County's Tyler Eagle system. Tyler Eagle is a Computer-Assisted Mass Appraisal (CAMA) system used for maintaining property data, owner data, property valuations and tax information. The CAMA system provides the ability to accurately value property assessments according to and in adherence to the New Mexico (NM) Property Tax Code.

On June 1, 2010

The County Assessor's Office entered into an agreement with Tyler Technologies to provide the Los Alamos County (LAC) Assessor and Office of Management and Budget the following product suites to provide a variety of complex Assessor and Treasurer services:

Eagle Assessor - real estate mass appraisal software

Eagle Appraiser - comprehensive tool to carry out and manage Assessor's Office functions

Eagle Treasurer - tool to manage all the routine functions of Tax Billing and Collections

The Tyler Eagle system has been maintained and is still currently in use.

In May of 2018 Los Alamos County Solicited for a system to replace the CAMA system to increase tax evaluation accuracy by requesting new calculated fields as well as increasing citizen participation by implementing a citizen portal, Eagle Web. The portal allows citizens to access all current tax year data from the internet with realtime updates. The incumbent, Tyler Eagle was

chosen to continue providing the services as well as those that provide additional efficiency and citizen access.

Proposed Solution

Staff recommends the continued maintenance of Eagle Assessor, Eagle Appraiser, and Eagle Treasurer Software, as well as the procurement of the additional Calculated Fields (changes to the database to allow for more Tax evaluation models and characteristics) and the Eagle Web citizen portal.

Terms

Los Alamos County will enter into an agreement for a term period of seven years. Total Amount not to exceed FOUR HUNDRED FORTY-ONE THOUSAND EIGHT HUNDRED TWENTY-SEVEN DOLLARS AND FOUR CENTS (\$441,827.04), plus applicable New Mexico Gross Receipts Taxes (NMGRT), for continued maintenance on Tyler Eagle Software, additional calculated fields and implementation of an Eagle Web module.

Alternatives

Continue maintenance on the current system and conduct a Request for Proposal to Replace it.

Fiscal and Staff Impact/Planned Item

Continued use of licensed software for the Tyler Eagle software is a planned item in the Information Management Budget. All other costs including Training, Calculated fields and Eagle Web are in the current Assessor's Office operational budget. Implementation of the alternative will require additional staff time for procurement, installation, software and data transition/migration, training and potential associated costs.

Attachments

A - Contract for General Services Agreement AGR19-02 Tyler Eagle Final



INCORPORATED COUNTY OF LOS ALAMOS LICENSE AND SERVICE AGREEMENT

This **LICENSE AND SERVICE AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos, an incorporated county of the State of New Mexico ("County")**, and **Tyler Technologies, Inc., a Delaware corporation ("Contractor" or "Tyler")**, to be effective for all purposes **October 2, 2019** ("Effective Date").

WHEREAS, the County Purchasing Agent determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the services and County issued Request for Proposals No. 19-02 (the "RFP") on May 6, 2018, requesting proposals for Computer Assisted Mass Appraisal System, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated June 7, 2018 ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

WHEREAS, the County Council approved this Agreement at a public meeting held on October 1, 2019; and

WHEREAS, Contractor shall provide the services, as described below, to County.

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

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

"Defect" refers to a failure of the Licensed Software to substantially conform to the functional descriptions set forth in Contractor's Response and made a part hereof for all purposes, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Contractor's maintenance and support services, and the governing functional descriptions for such future functionality shall be set forth in Contractor's then-current Documentation.

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

"Licensed Software" refers to Contractor's proprietary software identified in the Rate Schedule, Exhibit "A", attached hereto and made a part hereof for all purposes, and any related interfaces, custom modifications, integrations, and product upgrades, as set forth in Section B(1)(f) herein and licensed by Contractor to County through this Agreement.

"Los Alamos County Technology Standards" means the currently supported versions of the County

hardware, underlying software and protocols identified in the Los Alamos County Technology Standards, Exhibit "D," attached hereto and made a part hereof for all purposes.

"Maintenance and Support Agreement" means the terms and conditions governing the provision of maintenance and support services that Contractor provides to all of its customers who have licensed the Licensed Software, and includes Contractor's then-current Support Call Process. A copy of Contractor's current Maintenance and Support Agreement is attached as Exhibit "B" and a copy of Contractor's current Support Call Process is attached as Schedule 1 to Exhibit "B". Contractor agrees that any changes to the Maintenance and Support Agreement, including the Support Call Process in effect as of the Effective Date shall not materially degrade the manner in which Contractor makes support services available to County pursuant to this Agreement.

"Services" means those services set forth in Section C and Section D of this Agreement.

"Web Site License" means the license herein granted to County to use Eagle Web, as identified in Exhibit "A", by all users of County, consistent with the license grant set forth in Section B(1).

SECTION B. LICENSE AGREEMENT:

1. GRANT OF LICENSE FOR EAGLE WEB.

- a. Contractor shall grant to County, and County shall accept from Contractor, a perpetual, non-exclusive, revocable, nontransferable, non-assignable Web Site License for Eagle Web to use Eagle Web solely for County's own business purposes. County's rights to use Eagle Web are perpetual but may be revoked if County does not comply with the terms of this Agreement. Ownership of Eagle Web shall remain with Contractor.

For clarity only, County has previously purchased a perpetual license to the Eagle Assessor, Eagle Appraiser, and Eagle Treasurer software, via a previous agreement between Contractor and County titled "Incorporated County of Los Alamos Agreement for Software Licenses, Implementation Services and Support" and effective June 1, 2010 ("Previous Agreement"). The license terms of the Previous Agreement solely govern County's use of the Eagle Assessor, Eagle Appraiser, and Eagle Treasurer software.

- b. County may make copies of Eagle Web for archival, backup, testing, and training purposes, so long as such copies are not used in production, and the testing and/or training is for internal use only. Such copies shall be subject to the confidentiality obligations set forth in this Agreement.
- c. Contractor also grants to County a license to use the Documentation made available to County. The Documentation may be used and copied by County employees for internal reference purposes only and in accordance with applicable law. If County receives a request for the Documentation under the New Mexico Inspection of Public Records Act, County shall adhere to the process set forth in Section 3 of Exhibit E.
- d. County may not: (1) transfer or assign Eagle Web to a third party; (2) reverse engineer, decompile, or disassemble Eagle Web; (3) rent, lease, lend, or provide commercial hosting services with Eagle Web; or (4) publish or otherwise disclose Eagle Web or the Documentation to third parties. Notwithstanding the foregoing, if County receives a request regarding the Licensed Software or Documentation under the New Mexico Inspection of Public Records Act, County shall adhere to the process set forth in Section 3 of Exhibit E.
- e. The right to transfer Eagle Web to a replacement hardware system is included in County's license. County shall give Contractor advance written notice of any such transfer. If County requests technical assistance from Contractor associated with such transfer, County will comply with the County's Procurement Code for the procurement of such services.

- f. The license terms in this Agreement apply to updates and enhancements Contractor provides to County or makes available to County through this Agreement pursuant to the Maintenance and Support Agreement.
- g. Contractor reserves all rights not expressly granted to County in this Agreement. Eagle Web and the Documentation are protected by copyright and other intellectual property laws and treaties. Contractor owns the title, copyright, and other intellectual property rights in Eagle Web and the Documentation. Eagle Web is licensed, not sold. County shall pay Contractor the license fees set forth in Exhibit "A".
- h. Contractor shall maintain Eagle Web consistent with the Los Alamos Technology County Standards inclusive of server access, as set forth in Exhibit "D." In the event these standards are adjusted, County shall identify any applicable adjustments to Contractor, and those adjustments shall only apply to the extent they reflect then-current industry standards that do not impact Contractor's performance under this Agreement. In the event of any such impact, the parties will make reasonable efforts to negotiate a mutually agreeable adjustment to this Agreement to account for the impact.

2. **WARRANTY.** Contractor warrants that the Licensed Software shall be without Defect(s) as long as County has a Maintenance and Support Agreement in effect. If the Licensed Software does not perform as warranted, Contractor shall use all reasonable efforts, consistent with industry standards, to cure the Defect, as set forth in the Maintenance and Support Agreement and the Support Call Process. Should Contractor be unable to cure the Defect, Contractor shall provide a functional equivalent.

SECTION C. SERVICES:

1. **IMPLEMENTATION SERVICES.** Contractor will provide County with the following implementation services:

- a. Contractor shall provide remote services, to County, for the installation of Eagle Web for Assessor, which includes installation, configuration, and training of Eagle Web on County's hardware as set forth in Exhibit "A".
- b. Additional Calculated Fields Services: Contractor shall provide remote services to County to create the following new calculated fields, lookups and calculated lookups. The following calculated fields will be added to the equations:

<u>Models</u>	<u>Characteristics</u>
Residential	A/C – Base None – currently have but not a calculated field
Residential	Photovoltaic – Base None – currently have but not a calculated field
Residential	Bedroom – Base 3 – currently have but not a calculated field
Residential	Bathroom – Base 2 – currently have but not a calculated field
Residential	Basement Access – Interior, Exterior , Multi Access
Townhome	A/C – Base None – currently have but not a calculated field
Townhome	Photovoltaic – Base None – currently have but not a calculated field
Townhome	Bedroom – Base 3 – currently have but not a calculated field
Townhome	Bathroom – Base 2 – currently have but not a calculated field
Townhome	Basement Access – Interior, Exterior , Multi Access
Condo	A/C – Base None – currently have but not a calculated field
Condo	Photovoltaic – Base None – currently have but not a calculated field

Condo	Bedroom – Base 3 – currently have but not a calculated field
Condo	Bathroom – Base 2 – currently have but not a calculated field
Condo	Basement Access – Interior, Exterior , Multi Access
Land	Location – Cul-de-sac, Corner, Perimeter, Interior
Land	Greenbelt – forest land, golf course, walkway, None
Land	Sewage type – public sewage system , private septic
Land	Shape – Regular , Irregular
Land	Canyon and view Adjustment

2. **TYLER SYSTEMS MANAGEMENT SERVICES.** Contractor shall provide the Tyler Systems Management Services set forth in Exhibit “C” attached hereto and made a part hereof for all purposes.
3. **SITE REQUIREMENTS.** County agrees to provide Contractor with remote access to County’s personnel, facilities, and equipment as may be reasonably necessary for Contractor to provide implementation services for Eagle Web and services related to the creation of the additional calculated fields, subject to any reasonable security protocols or other written policies provided to Contractor as of the Effective Date, and thereafter as mutually agreed to by County and Contractor. Further, County agrees to provide a reasonably suitable environment, location, and space for the installation of Eagle Web, including sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of Eagle Web.
4. **CLIENT ASSISTANCE.** County acknowledges that the implementation of Eagle Web and the creation of the additional calculated fields is a cooperative process requiring the time and resources of County’s personnel. County agrees to use all reasonable efforts to cooperate with and assist Contractor as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation of Eagle Web and the creation of the additional calculated fields. This cooperation includes at least working with Contractor to schedule the implementation-related services outlined in this Agreement. Contractor will not be liable for failure to meet any deadlines and milestones when such failure is due to force majeure or to the failure by County personnel to provide such cooperation and assistance (either through action or omission).
5. **SERVICES WARRANTY.** Contractor will perform the implementation of Eagle Web, the creation of the additional calculated fields, and the Tyler Systems Management Services, as set forth in this Agreement, in a professional, workmanlike manner, consistent with industry standards. In the event Contractor provides services that do not conform to this warranty, Contractor will re-perform such Services at no additional cost to County.
6. **ADDITIONAL SERVICES.** Exhibit “A” contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on Contractor’s understanding of the specifications County supplied in the RFP. If additional work is required, Contractor will provide County with an addendum outlining the additional work. The price will be in accordance with Exhibit “A”.

SECTION D. MAINTENANCE AND SUPPORT:

Upon County’s purchase of maintenance and support services, as set forth in this Agreement, and provided that County continues to make timely payments for such maintenance and support services in accordance with Section E of this Agreement, Contractor shall provide County with maintenance

and support services for the Licensed Software identified in Exhibit "A" under the terms of the Maintenance and Support Agreement, including the Support Call Process identified in Exhibit "B".

If County fails to pay the maintenance and support fees in accordance with Section E of this Agreement or terminates this Agreement in accordance with Section F, the Maintenance and Support Agreement will cease to apply to County and Contractor shall provide ongoing maintenance and support services on a time and materials basis at the Contractor's then-current rates. In addition, County shall:

- a. receive the lowest priority under the Support Call Process;
- b. be required to purchase new releases of the Licensed Software including fixes, enhancements and patches;
- c. be charged Contractor's then-current rates for support services, or such other rates that Contractor may consider necessary to account for County's lack of ongoing training on the Licensed Software;
- d. be charged for a minimum of two (2) hours of support services for every support call; and
- e. not be granted access to the support website for the Licensed Software or the Tyler Community Forum.

SECTION E. COMPENSATION AND INVOICING:

- 1. AMOUNT OF COMPENSATION.** The total amount payable under this Agreement for all software licenses, implementation services, and maintenance and support services, including Tyler Systems Management Services, identified herein shall be in accordance with rates identified in Exhibit "A," and shall be payable according to the terms set forth below. The total amount payable hereunder for the entire term of this Agreement, including any possible extensions and the amounts set forth below in subparagraphs a. through c., shall not exceed FOUR HUNDRED FORTY ONE THOUSAND EIGHT HUNDRED TWENTY SEVEN DOLLARS AND FOUR CENTS (\$441,827.04), which amount does not include applicable New Mexico Gross Receipts Taxes (NMGRT).
 - a. County shall pay one (1) time compensation for software license fees, as outlined herein, in an amount not to exceed NINE THOUSAND DOLLARS (\$9,000.00). License fees for the Licensed Software shall be invoiced as follows: (1) 10% on the Effective Date; (2) 90% on the earlier of, (a) use of the Licensed Software in live production, or (b) forty-five (45) days after the Effective Date.
 - b. County shall pay one (1) time compensation for implementation services in a total not-to-exceed amount of SEVEN THOUSAND DOLLARS (\$7,000.00). Implementation services as set forth in Section C will be billed and invoiced as delivered. Additional services will only be provided in accordance with Section C(6) of the Agreement.
 - c. County shall pay maintenance and support fees in a total not-to-exceed amount for the term of this Agreement, including any possible extensions through year seven (7), in the amount of FOUR HUNDRED TWENTY FIVE THOUSAND EIGHT HUNDRED TWENTY SEVEN DOLLARS AND FOUR CENTS (\$425,827.04). County shall pay the maintenance and support fees annually in advance, beginning on the Effective Date. For clarity, the maintenance and support fees include the fees for Eagle Web, Eagle Assessor, Eagle Appraiser, Eagle Treasurer, and Tyler Systems Management Services.
- 2. INVOICES.** Contractor shall submit itemized invoices to County showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

3. **TAXES.** Contractor shall be responsible for remittance of the New Mexico Gross Receipts Tax (NMGR) levied on the amounts payable under this Agreement.

SECTION F. GENERAL TERMS AND CONDITIONS:

1. **TERM.** Except for the license grant, which is perpetual as set forth in Section B(1)(a) above, the initial term of the Agreement shall commence on the Effective Date and shall continue for a period of four (4) years with a termination date of October 1, 2023, unless sooner terminated, as provided in this Agreement. At County's sole option the Agreement may be renewed for up to three (3) consecutive one-year periods, unless sooner terminated, as provided therein.
2. **INSURANCE.** Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any services under this Agreement unless and until Contractor has met the requirements of this Section. Contractor shall provide a Certificate of Insurance as evidence that Contractor has met its obligation to obtain and maintain insurance. Any subcontractor shall be required to provide County a Certificate of Insurance to assure that the subcontractor maintains like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.
- a. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
- b. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
- c. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
- d. **Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) annual aggregate. Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of two (2) years thereafter.
3. **INVOICE DISPUTES.**
- a. If County believes any invoiced software or Service does not conform to the warranties set forth in this Agreement, County shall provide written notice of such disputed invoice to Attention: General Counsel, or her designee, at the address listed in the Notice section of this Agreement. Such written notice shall be provided to Contractor within thirty (30) calendar days of County's receipt of the disputed invoice. An additional fifteen (15) days is allowed for the County to provide written clarification and details for the disputed invoice. Contractor shall provide a written response to County that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that shall outline the reasonable steps needed to be taken by Contractor and County to resolve any issues presented in County's notification to Contractor. County may withhold payment of only the amount actually in dispute until Contractor provides the required written response, and full payment shall be remitted to Contractor upon Contractor's completion of all material action steps required to remedy the disputed matter. Notwithstanding the foregoing sentence, if Contractor is unable to complete all material action

steps required to remedy the disputed matter because County has not completed the action steps required of them, County shall remit full payment of the invoice.

- b. Any invoice not disputed as described above shall be deemed accepted by the County. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, Contractor reserves the right to suspend delivery of all services.

4. RESOLUTION OF DISPUTES. Each party agrees to provide the other with written notice within thirty (30) days of becoming aware of a dispute under this Agreement. The parties agree to cooperate in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative of each party to meet and engage in good faith negotiations. Such senior representatives shall meet within thirty (30) days of the written dispute notice, unless otherwise agreed. To the extent allowable by law, all meetings and discussions between senior representatives shall be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the parties fail to resolve the dispute then the parties may, if agreed to by the parties, participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after the meeting of senior representatives or mediation, as applicable, then either party may assert its respective rights and remedies in accordance with in Section F(17) below. Nothing in this Section shall prevent a party from seeking necessary injunctive relief during the dispute resolution procedure.

5. TERMINATION.

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

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

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

County:
Chief Deputy Assessor
Incorporated County of Los Alamos
1000 Central Avenue, Suite 210
Los Alamos, New Mexico 87544

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

- 8. NO INTENDED THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Contractor and County. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.
- 9. INVALIDITY OF PRIOR AGREEMENTS/ENTIRE AGREEMENT:** This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the Licensed Software and Services described herein and expresses the entire agreement and understanding between the parties with reference to said Licensed Software and Services. This Agreement cannot be modified or changed by any oral promise made by any person, officer, or employee nor shall any written modification be binding on the County until approved in writing by both County and Contractor. In the case of conflict between this Agreement and Exhibits, this Agreement shall govern.
- 10. APPROVAL OF GOVERNING BODY.** County represents and warrants to Contractor that this Agreement has been approved by its governing body and is a binding obligation upon County. County's representative executing this Agreement has been duly authorized and empowered to enter into this Agreement.
- 11. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL.** This Agreement calls for the performance of Services by Contractor as an independent contractor. Contractor is not an agent or employee of County and will not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.
- 12. EMPLOYEES AND SUB-CONTRACTORS.** Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.
- 13. STANDARD OF PERFORMANCE.** Contractor agrees and represents that it has and will maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the implementation services described herein in accordance with Section C(5).

- 14. E-VERIFY.** Contractor has complied, and shall comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all Contractor employees assigned to County's project.
- 15. RECORDS.** Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the Services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to this Agreement at any reasonable time upon request.
- 16. OWNERSHIP OF COUNTY DATA.** All County data, including all content in any media or format entered into, stored in and/or susceptible to retrieval from County's computer systems, shall remain property of the County. County's data shall not be used by Contractor other than in connection with providing the Services pursuant to this Agreement; it shall not be disclosed, sold, assigned, leased or otherwise provided to third parties by Contractor, or commercially exploited by or on behalf of Contractor, its employees, agents, subcontractors, invitees, or assigns, or any third party, in any respect.
- 17. APPLICABLE LAW.** Contractor shall abide by all applicable federal and state laws as well as the County's Procurement Code set forth in Chapter 31 of the County's Code of Ordinances ("Procurement Code"). Contractor shall perform the Services in accordance with all applicable federal and state laws, regulations, and policies and County's Procurement Code during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern without regards to its conflict of laws provisions. Venue shall be in the state or federal courts in or serving Los Alamos County, New Mexico.
- 18. NON-DISCRIMINATION.** During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.
- 19. INDEMNIFICATION.**
- a. General Indemnification. Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all third party liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation reasonable attorneys' fees, of any kind or nature, arising from (i) personal injury or property damage caused by Contractor's employees, agents, representatives and subcontractors' negligence or willful misconduct or intentional act or omission, (ii) Contractor's violation of law; or (iii) damages that arise out of Contractor's gross misconduct or fraud.
 - b. Intellectual Property Infringement Indemnification. Contractor shall defend County against any third party claim(s) that the Licensed Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and shall pay the amount of any resulting adverse final judgment (or settlement to which Contractor consents). County must notify Contractor promptly in writing of the claim and give Contractor sole control over its defense or settlement. County agrees to provide Contractor with reasonable assistance, cooperation, and information in defending the claim at Contractor's expense. Contractor's obligations under this Section F(19)(b) will not apply to the extent the claim or adverse final judgment is based on County's: (a) use of a previous version of the Licensed Software and the claim would have been avoided had County installed and used the current version of the

Licensed Software, after Contractor made that version available pursuant to the Maintenance and Support Agreement, and Contractor provided notice of that requirement to County; (b) combining the Licensed Software with any product or device not provided, contemplated, or approved by Contractor; (c) altering or modifying the Licensed Software in a manner that is inconsistent with this Agreement, including any modification by third parties at County's direction or otherwise permitted by County; (d) use of the Licensed Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Licensed Software after Contractor notifies County to discontinue use due to such a claim. If Contractor receives information concerning an infringement or misappropriation claim related to the Licensed Software, Contractor may, at Contractor's expense and without obligation to do so, either: (f) procure for County the right to continue its use; (g) modify it to make it non-infringing; or (h) replace it with a functional equivalent, in which case County shall stop running the allegedly infringing Licensed Software immediately. Alternatively, Contractor may decide to litigate the claim to judgment, in which case County may continue to use the Licensed Software consistent with the terms of this Agreement. If an infringement or misappropriation claim is fully litigated and County's use of the Licensed Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which Contractor consents), Contractor shall, at its option, either: (i) procure the right to continue its use; (j) modify it to make it non-infringing; or (k) replace it with a functional equivalent. Contractor will pursue those options in the order listed herein. This Section F(19)(b) provides County's exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

- 20. FORCE MAJEURE.** Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.
- 21. NON-ASSIGNMENT.** Neither party may assign this Agreement or any privileges or obligations herein without the prior written consent of the other party, except that Contractor may, without County's prior written consent, assign the contract in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Contractor's assets. Contractor shall provide County with notice within sixty (60) days of such assignment becoming public information. Contractor's Assignee shall fully comply with all of the terms and conditions of this Agreement as if Assignee was the Contractor.
- 22. LICENSES.** Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.
- 23. PROHIBITED INTERESTS.** Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. Contractor further agrees that it will not employ any person having such an interest to perform Services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the County Code.
- 24. CAMPAIGN CONTRIBUTION DISCLOSURE FORM.** A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all

purposes. This Section acknowledges compliance with Chapter 81 of the Laws of 2006 of the State of New Mexico.

25. CONFIDENTIALITY. Any confidential information of one party that is provided to the other party during the term of this Agreement shall be kept confidential and shall not be made available to any individual or organization in accordance with the Confidential Information Disclosure Statement in Exhibit "E," attached hereto and incorporated herein by reference for all purposes. The Confidential Information Disclosure Statement must be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

26. CLIENT LISTS. County agrees that Contractor may identify County by name in client lists, marketing presentations, and promotional materials.

27. MULTIPLE ORIGINALS AND SIGNATURES. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

28. DISCLAIMER. The express warranties set forth herein are in lieu of all other warranties. To the maximum extent permitted under applicable law and except for the express warranties provided in this Agreement, all other warranties, conditions and representations, whether express, implied or verbal, statutory or otherwise, and whether arising under this Agreement or otherwise, are hereby excluded, including, without limitation, any implied warranties, duties or conditions of merchantability or fitness for a particular purpose.

29. LIMITATION OF LIABILITY/EXCLUSION OF DAMAGES. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, CONTRACTOR'S LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO COUNTY'S ACTUAL DIRECT DAMAGES NOT TO EXCEED TWO TIMES (2X) THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTION F(19).

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

30. CONTRACT DOCUMENTS. This Agreement includes the following attachments and schedules:

- Exhibit "A" Rate Schedule
- Exhibit "B" – Maintenance and Support Agreement
 - Schedule 1: Support Call Process
- Exhibit "C" – Tyler Systems Management Services
- Exhibit "D" – Los Alamos County Technology Standards
- Exhibit "E" – Confidential Information Disclosure Statement

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

TYLER TECHNOLOGIES, INC.

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

EXHIBIT "A"
RATE SCHEDULE

Software	Est. Hours	Cost	Annual Fees
New - License Fee & Maintenance/Support – Eagle Web Module		\$10,000	\$2,000
Allows querying over basic parcel information and retrieving a limited amount of parcel data information. Two search engines are provided: Account Search: Owner, parcel, legal description. Sale Search: From/to sale price, legal description, sale date range, parcel number.			
Current Annual Maintenance/Support Eagle Assessor			\$13,587
Current Annual Maintenance/Support Eagle Appraiser			\$15,242
Current Annual Maintenance/Support Eagle Treasurer			\$15,230
Preferred Customer Discount		\$1,000	
Total License Fees & Maintenance/Support		\$9,000	\$46,059
Tyler On Demand			
Current Annual Fee – Tyler Systems Management Services			\$6241
Hardware & Third Party Software		\$0	\$0
County to provide web server that meets hardware specifications to support Eagle Web			
Professional Services – Remote Services Only			
Implementation Services Eagle Web	10	\$1400	
Implementation Services Calculated Fields Custom Services	40	\$5600	
Hardware Services for Eagle Web – available if needed on a T&M basis		\$150 Per hour	
Additional Professional Services – available if needed on a T&M basis from the Effective Date through October 1, 2023. Thereafter, professional services will be at Tyler’s then current T&M rates.		\$150 Per hour	
Total Professional Services		\$7000	
Total Project – License Fees, Professional Services, 1st Year Maintenance/Support		\$16,000	\$52,300

Maintenance and Support Years 2 – 7 (includes Eagle Assessor, Eagle Appraiser, Eagle Treasurer, Eagle Web, and Tyler Systems Management Services)	
Year 2	\$54,915.00
Year 3	\$57,660.75
Year 4	\$60,543.79
Year 5	\$63,570.98
Year 6	\$66,749.53
Year 7	\$70,087.00

EXHIBIT "B"
MAINTENANCE AND SUPPORT AGREEMENT

Contractor will provide County with the following maintenance and support services for the Licensed Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. Contractor will provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and continues through October 1, 2023, unless sooner terminated, as provided in this Agreement. At County's sole option the Agreement may be renewed for up to three (3) consecutive one-year periods, unless sooner terminated, as provided therein.
2. Maintenance and Support Fees. County's maintenance and support fees for the Licensed Software are set forth in the Rates Schedule, Exhibit "A", and County's payment obligations are set forth in Section E(1) of the Agreement. Contractor reserves the right to suspend maintenance and support services if County fails to pay undisputed maintenance and support fees within thirty (30) days of Contractor's written notice. Contractor will reinstate maintenance and support services only if County pays all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as County is not using the Help Desk as a substitute for Contractor's training services on the Licensed Software, and County timely pays its maintenance and support fees, Contractor will, consistent with Contractor's then-current Support Call Process:
 - 3.1 perform Contractor's maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Licensed Software (limited to the then-current version and the immediately prior version); provided, however, that if County modifies the Licensed Software without Contractor's consent, contractor's obligation to provide maintenance and support services on and warrant the Licensed Software will be void;
 - 3.2 provide telephone support during Contractor's established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Licensed Software in order to provide maintenance and support services;
 - 3.4 provide County with a copy of all major and minor releases to the Licensed Software (including updates and enhancements) that Contractor makes generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Licensed Software in accordance with Contractor's then-current release life cycle policy.
4. County Responsibilities. Contractor will use all reasonable efforts to perform any maintenance and support services remotely. Currently, Contractor uses a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, County agrees to maintain a high-speed internet connection capable of connecting Contractor to County's PCs and server(s). County agrees to provide Contractor with a login account and local administrative privileges as Contractor may reasonably require to perform remote services. Contractor will, at Contractor's option, use the

secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If Contractor cannot resolve a support issue remotely, Contractor may be required to provide onsite services. In such event, Contractor will be responsible for Contractor's travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, County agrees to provide Contractor with full and free access to the Licensed Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for Contractor to provide the maintenance and support services, all at no charge to Contractor. Contractor strongly recommends that County also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If County is a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of County's peripheral systems or other software is the cause of the issue, Contractor will notify County so that County may contact the support agency for that peripheral system. Contractor cannot support or maintain third party software and third party hardware except as expressly set forth in the Agreement.

In order for Contractor to provide the highest level of software support, County bears the following responsibility related to hardware and software:

- (a) All infrastructure executing Licensed Software shall be managed by County;
 - (b) County will maintain support contracts for all non-Contractor software associated with the Licensed Software (including operating systems and database management systems, but excluding third party software, if any); and
 - (c) County will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Licensed Software; (b) onsite maintenance and support (unless Contractor cannot remotely correct a Defect in the Licensed Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless County is a hosted customer; (f) support outside Contractor's normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to County on a time and materials basis at Contractor's then current rates. County must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Contractor's current Support Call Process for the Licensed Software is attached to this Exhibit "B" at Schedule 1.

**Exhibit “B”
Schedule 1
Support Call Process**

Support Channels

Contractor provides the following channels of software support:

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

Support Resources

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

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

Support Availability

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

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

Issue Handling

Incident Tracking

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

Incident Priority

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

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

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

Incident Escalation

Contractor's software support consists of four levels of personnel:

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

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

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

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

Remote Support Tool

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

Exhibit "C"

Tyler Systems Management Services

Tyler Systems Management

Tyler Systems Management Services

Tyler Systems Management Includes:

Proactive System Monitoring

- Tyler application availability
- Raid array monitoring
- Disk usage
- Memory Usage
- System Uptime
- Reports errors in the event log
- Windows updated needed
- Monthly System Status report

Remote Technical Support

- Server and workstation hardware and software issues
- Technical help-desk support - *direct unlimited remote support on technical issues*
- Tyler Application and Database migration to new Hardware

Database Administration

- SQL Server updates and patches
- Maintenance Plan Setup
 - Monitor maintenance plans
 - Verify success of maintenance plans
 - routine tasks including integrity checks
 - SQL Server events and transaction log maintenance
- Database monitoring
 - Integrity checks
 - Re-index database

Data Backup Assistance

- Assistance in implementing on-site backup procedures
- Monitor local backups and provide status reports
- Provide backup troubleshooting and issue resolution

Services Packs, Updates, and Antivirus Support

- Installation of current Microsoft service packs and updates on enrolled computers
- Implementation of our antivirus solution so your network remains healthy and protected
- Provide additional assistance in virus removal
- Application Update Service

Non Participation

Help Desk

LAN Troubleshooting	\$65 per 1/2 hour, maximum 90 Minutes
WAN Troubleshooting	\$65 per 1/2 hour, maximum 90 Minutes
HW Troubleshooting	\$65 per 1/2 hour, maximum 90 Minutes

Exhibit “D” Los Alamos County Technology Standards

The following Los Alamos County Technology Standards are required and shall be supported by the Contractor, hence forth called Operator, for the term of this Agreement. Current standards are listed with the expectation that the Operator will provide software updates to allow Los Alamos County to stay on supported versions of hardware, underlying software and protocols as outlined below.

Server Operating system (OS) (On- Premise)	Microsoft (MS) Windows Server 2012 R2 64 bit or current (Standard and Datacenter). Contractor software must be maintained to run on a supported platform service level as defined by Microsoft at the latest stable patch level.
Server Hardware (On-Premise)	<p>Preferred: Use of County VMware server platform. Environment design must be submitted and reviewed by Information Technology Division (ITD) for acceptance. Proposals shall include required hardware and licensing of VMware, operating system and proposed application based requirements.</p> <p>Physical Server minimum hardware specifications consist of: Multi Socket/Multi Core processor Intel or AMD based server (standalone or blade server as determined by Los Alamos County ITD) with a minimum 64 GB RAM and RAID capability. Contractor software must be maintained to run on a supported platform service levels as defined by Microsoft and Oracle at the latest stable, patch level.</p>
Network Infrastructure	See LAC Standards and Specifications for Building and Campus Distribution Systems Version 3 (Primarily used for building construction purposes).
Network seed and Protocol	Supported network protocol is TCP/IP (IPv4). Standards based NIC rated at 100/1000/10G copper or fiber is supported. If considering a 10G connection County IT network group shall be consulted to ensure equipment compatibility and availability at proposed site. Additional hardware cost, may be required of the project, based on project requirements, equipment and availability.
Remote Network Access	Direct remote access to the County network and server environment shall be done using the County's Cisco AnyConnect SSH VPN. Once a VPN connection is established end-point connections are supported via Microsoft RDP. Operator support accounts shall be set up in accordance with the adopted Los Alamos County IT Usage and Security Policy.
LAC Staff Accounts	Software shall function for end users with standard user privileges ; user cannot install software and shall not have administrative rights.
Desk Hardware	<p>Preferred: Use of virtual desktop infrastructure (VDI) dual screen capable.</p> <p>Physical unit minimum hardware requirements consist of: Intel core i5 based processor, minimum 4 GB RAM, Intel integrated graphics 1280 capable video minimum, display port DVI input, 4 USB 2/3 ports.</p>
Internet Browser	<p>Internal County Network: Internet Explorer 10X or Chrome compatible will be considered on a business case basis. New Applications requiring Microsoft Silverlight are not supported. ITD shall be consulted for compatibility issues prior to considering new application purchases requiring Java.</p> <p>Public Application/Web Access: Applications that will be accessed by devices external to the County network shall meet the Internal County Network criteria and as well as be compatible with current versions of Internet Explorer, Safari, Chrome and Firefox browsers as well as mobile devices (inclusive of smart phones, iPad, and other Internet enabled devices).</p>

Database Software Products (On-Premise)	<p>Supported database software is Microsoft (MS) SQL server version 2012 through current. New MS SQL Server product installations will require review, purchasing of licenses, appropriate hardware and maintenance in support of proposed project or instance install to the County MS SQL Server Cluster. MS SQL server software for new implementations shall be at within the Microsoft certified support release level or current. Server components for proposed projects require review and purchasing as part of the project initiative. Operator software must be maintained to run on a supported platform service level as defined by Microsoft.</p> <ul style="list-style-type: none"> • Passwords are not permitted to be transported in clear\plain text. • Vendor implementation shall not use the SA password for user level functions. SA passwords shall be maintained by the County DBA. • Only database instances can be installed on the County MS SQL Cluster if a vendor software component install is necessary on the database server a standalone installation will be required. • Vendor software must use standard ODBC architecture for accessing databases on the County MS SQL Cluster. <p>Hosted solutions shall be compliant with or provide a method to provide the County with database exports in the MS SQL Server format.</p>
Collaboration and Web Publishing	<p>Microsoft SharePoint Server (SP) 2013 is the basis for the County's Intranet and SP 2007 for Internet sites. Any products that will integrate or utilize the County's Internet site shall require a compatibility consultation with ITD before purchase and implementation. Operator software shall be maintained to run on supported platform service levels as defined by Microsoft and or the Internet site vendor. Proposed Intranet software products shall be accompanied by roadmap for compatibility with MS SP 2013.</p>
Productivity Software	<p>Microsoft O365 Office 2013, or most recent, at current service pack. Operator software must be maintained to run on supported platform service levels as defined by Microsoft.</p>
Email	<p>Microsoft O365 with hub transport for relay. If SMTP relay access from vendor specific software is necessary, permission to use the County Email exchange shall be obtained prior to contracting or purchase of the software or solution. Software relay can be provided to on premise solutions only. The vendor specific solution must be supported and maintained to relay through the County Email system by the vendor and in accordance with service levels as defined by Microsoft for the O365 product.</p>
Geographic Information Standards (GIS)	<p>The County uses strictly ArcGIS products by Esri for GIS. Desktop software for end users includes ArcGIS Desktop and ArcReader. GIS web services are provided as REST endpoints from ArcGIS Server using Internet Information Services (IIS). Our enterprise geodatabase is managed using ArcSDE with Microsoft SQL Server. Supported versions are one or two iterations behind the latest ESRI-supported release. The preferred method for applications to interact with GIS is via REST services. If an ArcGIS Server API is utilized, it must be JavaScript (Adobe Flex or Silverlight are not supported).</p>
Mobile Devices	<p>Shall conform to Los Alamos County Mobile Policy. Mobile devices requiring Intranet access must be secured through the County Mobile Device Management System.</p>
Security	<p>Intranet devices must be capable of two factor authentication using the Los Alamos County Access Control System. Any requirements for access ports from the Internet into the County Network shall be approved via a technical review by the ITD before product(s) purchase and implementation. McAfee Virus Scan and Antispyware Enterprise software are use on all intranet computing devices;</p>

	vendor solutions shall work in conjunction with stated antivirus products.
Records	Shall conform to Los Alamos County Records and Information Governance Policy.
E-Signature	Shall conform to Los Alamos County E-signature Policy.

Exhibit "E"
Confidential Information Disclosure Statement

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

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

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

Contractor: Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, Maine 04096
Attention: Casey Civiello
Risk Manager

County: IM Program Manager
1000 Central Ave. Suite 220
Los Alamos, New Mexico 87544

2. Definitions:

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

3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates will protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the

information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.

4. Termination - (i) Except as provided in subparagraph (ii) following, upon termination for any reason of the above referenced Agreement, Recipient shall return or destroy all Confidential Information received on behalf of the Discloser. This provision shall apply to Confidential Information that is in the possession of subcontractors, agents, or associates of Recipient. (ii) If Recipient determines that returning or destroying Confidential Information is not feasible, Recipient shall provide to Discloser written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the Confidential Information is not feasible, Recipient shall extend the protections of this Confidential Information Disclosure Statement to such Confidential Information and shall limit further uses and disclosures of such Confidential Information to those purposes that make the return or destruction infeasible, for so long as Recipient maintains such Confidential Information. (iii) The respective rights and obligations of Recipient under this paragraph shall survive the termination of the Agreement of the parties to which this Confidential Information Disclosure Statement attaches.
5. Choice of Law – Without regard to conflict of law provisions, this Statement is governed by and shall be construed in accordance with the laws of the State of New Mexico.
6. Miscellaneous - All Confidential Information provided under the above referenced Agreement is proprietary in nature and belongs to and shall inure to the benefit of the Discloser. Recipient shall not acquire any patent, copyright, mask work, or trademark rights under this Statement. This Statement imposes no obligation on either party to purchase, sell, license, transfer, or otherwise dispose of any technology, service, or product; does not create any agency or partnership relationship; may be added to or modified only in a writing signed by both parties, supersedes all oral or implied agreements concerning Confidential Information; and may be signed in duplicate originals, or in separate counterparts, which are effective as if the parties signed a single original. A facsimile of an original signature transmitted to the other party is effective as if the original was sent to the other party.
7. Indemnity – Contractor shall indemnify, hold harmless, and defend County, its Council Members employees, agents, and representatives, from and against all liabilities, damages, claims, demands, actions (legal and equitable), and costs and expenses, including without limitation attorney's fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof or the performance of Contractor's employees, agents, representatives, and subcontractors.



County of Los Alamos

Staff Report

October 01, 2019

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: A.
Index (Council Goals):
Presenters:
Legislative File: CO0572-19

Title

Incorporated County of Los Alamos Code Ordinance 02-300; An Ordinance Amending Chapter 18, Article IV, of the Code of Ordinances of the Incorporated County of Los Alamos to Bring it into Compliance with Recent Changes Made to the Dee Johnson Clean Indoor Air Act to Include E-Cigarettes and Expand the Scope of the Definitions of "Secondhand Smoke" and "Smoking"

Recommended Action

I move that the County Council adopt Incorporated County of Los Alamos Code Ordinance 02-300; and ask staff to assure that it is published in summary form.

County Manager's Recommendation

The County Manager recommends that Council adopt Incorporated County of Los Alamos Code Ordinance 02-300.

Body

The Incorporated County of Los Alamos has had a Code ordinance addressing smoking in public places and prohibiting smoking in all County-owned structures since at least 1994. In 2007, the New Mexico State Legislature enacted the Dee Johnson Clean Indoor Air Act to address the issue of smoking and secondhand smoke in public places. In March, 2015, the Council approved Code Ordinance 02-254, which amended Chapter 18, Article IV of the Code in order to bring the County Ordinance into compliance with the Dee Johnson Clean Indoor Air Act regarding smoking in public places. During this last legislative session, the State of New Mexico again amended the Dee Johnson Clean Indoor Air Act this year to include e-cigarettes. The County wishes to remain in compliance with state law, thereby introducing the attached Code Ordinance 02-300 which amends Chapter 18, Article IV of the Code to include e-cigarettes and expand the scope of the definitions of "secondhand smoke" and "smoking" in accordance with the changes made in House Bill 256 during this last legislative session.

Alternatives

Council could decide not to amend the ordinance.

Fiscal and Staff Impact/Unplanned Item

There is no fiscal impact associated with the subject Code Ordinance 02-300.

Attachments

A - Incorporated County of Los Alamos Code Ordinance 02-300

INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE NO. 02-300

AN ORDINANCE AMENDING CHAPTER 18, ARTICLE IV, OF THE CODE OF ORDINANCES OF THE INCORPORATED COUNTY OF LOS ALAMOS TO BRING IT INTO COMPLIANCE WITH CHANGES MADE TO THE DEE JOHNSON CLEAN INDOOR AIR ACT TO INCLUDE E-CIGARETTES AND EXPAND THE SCOPE OF THE DEFINITIONS OF "SECONDHAND SMOKE" AND "SMOKING"

WHEREAS, both the State of New Mexico and the Incorporated County of Los Alamos ("County") have recognized the detrimental health effects of secondhand smoke to citizens; and

WHEREAS, County had previously enacted Article IV to Chapter 18 of its Code of Ordinances to strike a balance between the rights of individuals who smoke and those who are subject to the effects of secondhand smoke; and

WHEREAS, the State of New Mexico subsequently amended the Dee Johnson Clean Indoor Air Act to include e-cigarettes; and

WHEREAS, the County Council deems it to be in the best interests of the public health, safety and welfare of the community to update Article IV of Chapter 18 in order to bring it into compliance with the changes made State law.

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

Section 1. Section 18-131 of the Los Alamos County Code of Ordinances is amended to read as follows:

Sec. 18-131. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bar means an establishment that is devoted to the selling or serving of alcoholic beverages for consumption by patrons on the premises and in which the serving of food is only incidental to the consumption of those beverages, including taverns, nightclubs, cocktail lounges and cabarets.

~~*Common area* means any enclosed area designated or otherwise allowed to be used for the mutual enjoyment of the general public or for customers or patrons in general.~~

Cigar bar means an establishment that is a bar as defined in this section and is engaged in the business of selling cigars for consumption by patrons on the premises and generates ten percent or more of its total annual gross revenue or at least ten thousand dollars (\$10,000) in annual sales from the sale of cigars, not including any sales from vending machines. A cigar bar that fails to generate at least ten percent of its total annual sales from the sale of cigars shall not be defined as a cigar bar and shall not be treated as such for purposes of this ordinance. A cigar

bar shall agree to provide adequate information to demonstrate to the county's satisfaction compliance with this definition.

Designated outdoor smoking area means an area where smoking may be permitted, designated by an employer or manager, outside an indoor workplace or indoor public place; provided that the following conditions are maintained:

- (1) Smoking shall not be permitted near any building entrance, including a door, window or ventilation system of any facility where smoking is prohibited under the provisions under this ordinance so as to prevent secondhand smoke from entering the indoor workplace or indoor public place; and
- (2) Employees or members of the general public are not required to walk through the smoking area to gain entrance to the indoor workplace or indoor public place.

Dining area means any enclosed area containing a counter or tables upon which meals are provided. Any outdoor dining area is excluded.

E-Cigarette means a product containing or delivering nicotine or another substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product, including a device, whether manufactured, distributed, marketed or sold as an e-cigarette, e-cigar, e-pipe, e-hookah or vape pen, or under another product name or descriptor.

Employee means any person who is employed by an employer in consideration of the payment direct or indirect monetary wages or profit and includes any person who volunteers his services to a non-profit entity.

Employer means any person, partnership, corporation, including a non-profit entity, or the county which employs the services of one or more persons.

Enclosed means any interior space predominantly or totally bounded on all sides and above by physical barriers, regardless of whether such barriers consist of or include uncovered openings, screened or otherwise partially covered openings or open or closed windows.

Indoor public place means the enclosed area within any governmental or nongovernmental place to which the public is invited or in which the public is permitted regardless of whether work or public business, meetings or hearings occur at any given time.

Indoor workplace means any enclosed place where one or more persons engage in work, including lobbies, reception areas, offices, conference and meeting rooms, employee cafeterias and lunchrooms, break rooms and employee lounges, classrooms, auditoriums, hallways, stairways, waiting areas, elevators and restrooms and includes all indoor workplaces and enclosed parts regardless of whether work occurs at any given time.

~~*Place of employment* means an enclosed indoor area under the control of a private or public employer intended for occupancy by employees during the course of employment including, but not limited to, work areas, lobbies, reception areas, offices, conference and meeting rooms, employee cafeterias and lunchrooms, classrooms, auditoriums, hallways, stairways, waiting areas and restrooms.~~

Private club means an organization, whether incorporated or not, that is the owner, lessee or occupant of a building or portion thereof used exclusively for the organization's purposes at all times, that is operated solely for recreational, fraternal, social, patriotic, political, benevolent or athletic purposes, but not for pecuniary gain, and that only sells alcoholic beverages incidental to its operation. The organization shall have bylaws or a constitution to govern its activities and shall have been granted an exemption as a club under the provisions of Section 501 of the Internal Revenue Code of 1986 as amended.

Public place means any enclosed area to which the public is invited or in which the public is permitted, but does not include the offices or work areas not entered by the public in the normal course of business or use of the premises. A private residence is not a public place.

~~*Restaurant* means any coffee shop, cafeteria, private or public school cafeteria or eating establishment, and any other eating establishment which gives or offers for sale food to the public, patrons or employees, including kitchens and catering facilities in which food is prepared on the premises for serving elsewhere or a bar area within or attached to the premises.~~

Retail tobacco store means a retail store utilized primarily for the sale of tobacco products, including e-cigarettes, and accessories and in which the sale of other products is merely incidental, including smoke shops, cigar shops or hookah lounges, and does not include establishments that offer for sale alcoholic beverages for consumption by patrons on the premises.

Second hand smoke means: ~~smoke emitted from lighted, smoldering or burning tobacco when the smoker is not inhaling, smoke emitted at the mouthpiece during puff drawing and smoke exhaled by the smoker~~

- 1) Smoke emitted from inhaling from, exhaling from, burning, carrying or holding:
 - a) a lighted or heated cigar, cigarette, hookah or pipe; or
 - b) any other lighted or heated tobacco or plant product intended for inhalation, including cannabis, whether natural or synthetic; or
- 2) the aerosol or vapor emitted from inhaling or exhaling or any other use of an e-cigarette.

Smoke free area means any building or other enclosed space where smoking is prohibited.

~~*Smoking* means: inhaling, exhaling, burning, carrying or holding any lighted tobacco product, including all types of cigarettes, cigars and pipes and any other lighted tobacco product~~

- 1) inhaling from, exhaling from, burning, carrying or holding:
 - a) a lighted or heated cigar, cigarette, hookah or pipe; or
 - b) any other lighted or heated tobacco or plant product intended for inhalation, including cannabis, whether natural or synthetic; or
- 2) any use of an e-cigarette that creates an aerosol or vapor.

Smoking permitted area means any building or other enclosed space where smoking may be permitted; provided that secondhand smoke does not infiltrate any area where smoking is prohibited pursuant to this article.

Standalone building means a building whose heating, air conditioning and ventilation system services only that building.

Section 2. Section 18-133 of the Los Alamos County Code of Ordinances is amended to read as follows:

Sec. 18-133. Prohibition of smoking near entrances, windows and ventilation systems.

(a) Smoking is prohibited near entrances, windows and ventilation systems of all workplaces and public places where smoking is prohibited by this ordinance. An individual who owns, manages, operates or otherwise controls the use of any premises subject to the provisions of this ordinance shall establish a smoke free area that extends a reasonable distance from any entrances, windows and ventilation systems to any enclosed areas where smoking is prohibited. The reasonable distance shall be a distance sufficient to ensure that persons entering or leaving the building or facility shall not be subjected to breathing ~~tobacco~~ secondhand smoke and to ensure that ~~tobacco~~ secondhand smoke does not enter the building or facility through entrances, windows, ventilation systems or any other means.

(b) For County owned buildings, smoking shall be prohibited for a distance of twenty-five (25) feet from doors, window and ventilation system intakes.

Section 3. Section 18-134 of the Los Alamos County Code of Ordinances is amended to read as follows:

Sec. 18-134. Smoking-permitted areas.

Notwithstanding any other provisions of this ordinance, smoking-permitted areas include the following:

- (1) A private residence, ~~except during hours of business operation while it is being~~ unless it is used commercially to provide child care, adult care or health care or any combination of those activities;
- (2) A retail tobacco store; provided that, for a retail tobacco store established on or after the effective date of this ordinance, the store shall be located in a standalone building;
- (3) A cigar bar; provided that, for a cigar bar established on or after the effective date of this ordinance, the store shall be located in a standalone building;
- (4) The facilities of a tobacco manufacturing company licensed by the United States to manufacture tobacco products that are operated by the company in its own name and that are used exclusively by the company in its business of manufacturing, marketing or distributing its tobacco products; provided that secondhand smoke does not infiltrate other indoor workplaces or other indoor public places where smoking is otherwise prohibited under this ordinances;
- (5) A state-licensed gaming facility, casino or bingo parlor;
- (6) ~~An indoor workplace to the extent that tobacco smoking is an integral part of a smoking cessation program that is approved by the department or of medical or scientific research that is conducted in the indoor workplace and in which each room of the indoor workplace in which tobacco smoking is permitted complies with signage requirements;~~

~~(7)~~ (6) Designated outdoor smoking areas;

~~(8)~~ (7) Private clubs;

~~(9)~~ A limousine under private hire;

~~(10)~~ A privately owned vehicle that is not carrying passengers for hire;

~~(11)~~ (8) Hotel and motel rooms that are rented to guests and are designated as smoking-permitted rooms; provided that not more than ~~twenty-five~~ ten percent of rooms rented to guests in a hotel or motel may be so designated;

~~(12)~~ Enclosed areas within restaurants, bars, hotel and motel conference or meeting rooms while these places are being used for private functions; provided that none of these areas are open to the general public while the private functions are occurring and provided that smoke does not infiltrate other indoor workplaces or indoor public places where smoking is otherwise prohibited under this ordinance;

~~(13)~~ (9) A site that is being used in connection with the practice of cultural or ceremonial activities by Native Americans and that is in accordance with the federal American Indian Religious Freedom Act; and

~~(14)~~ A business of a sole proprietor or a business with fewer than two employees that is not commonly accessible to the public, provided that:

a. The business is not a restaurant or bar;

b. The employer or manager of such business shall provide a smoke free work environment for each employee requesting a smoke free work environment; and

c. Cigarette smoke does not infiltrate other smoke free work environments as provided for in this ordinance; and

~~(15)~~ (10) A theatrical state or a motion picture or television production set when it is necessary for performers to smoke as part of the production.

Section 4. Effective Date. This Ordinance shall become effective thirty (30) days after notice is published following 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 29th day of October, 2019.

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

**Sara C. Scott
Council Chair**

ATTEST: (SEAL)

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



County of Los Alamos

Staff Report

August 27, 2019

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: A.

Index (Council Goals):

Presenters: Joanie Ahlers, Economic Development Administrator

Legislative File: OR0856-19b

Title

Incorporated County Of Los Alamos Ordinance No. 695; AN ORDINANCE ADOPTING AN ECONOMIC DEVELOPMENT PROJECT FOR PUBLIC SUPPORT OF TNJLA LLC., A NEW MEXICO CORPORATION

Recommended Action

First, a motion needs to be made to remove from the item from the table per Council rules:

I move that Council remove Ordinance No. 695: ORDINANCE ADOPTING AN ECONOMIC DEVELOPMENT PROJECT from the table, and reconvene the public hearing on this ordinance that began at the August 27, 2019 Council Meeting.

Possible Motions:

If no amendments are made:

I move that Council adopt Ordinance No. 695: ORDINANCE ADOPTING AN ECONOMIC DEVELOPMENT PROJECT FOR PUBLIC SUPPORT OF TNLJA, LLC., A NEW MEXICO CORPORATION

If there is an amended project participation agreement ("Amended Exhibit A") presented to Council then:

I move the Council amend to Ordinance No. 695: ORDINANCE ADOPTING AN ECONOMIC DEVELOPMENT PROJECT A NEW MEXICO CORPORATION to remove Exhibit A of the current ordinance, and replace it with Amended Exhibit A as tendered previously into the record by Councilor _____. And I further move that amended Ordinance No. 695: ORDINANCE ADOPTING AN ECONOMIC DEVELOPMENT PROJECT be considered for adoption at a future council meeting to occur no earlier than seven (7) days from this council meeting."

If Council makes other amendments from the dais then:

“I move the Council amend to Ordinance No. 695: ORDINANCE ADOPTING AN ECONOMIC DEVELOPMENT PROJECT A NEW MEXICO CORPORATION in the following manner:

And I further move that amended Ordinance No. 695: ORDINANCE ADOPTING AN ECONOMIC DEVELOPMENT PROJECT be considered for adoption at a future council meeting to occur no earlier than seven (7) days from this council meeting.”

County Manager's Recommendation

The County Manager recommends Council approval of this Ordinance

Body

Procedure:

This item was tabled at the Public Hearing held on the August 27, 2019 Council meeting. In accordance with Council's Procedural Rules, a motion to take the item off the table is necessary prior to any discussion on the matter.

If no amendments are made to the ordinance, including the Project Participation Agreement which is attached as Exhibit A to the ordinance, then Council may take action on the ordinance.

If amendments are made to the ordinance, including the Project Participation Agreement which is attached as Exhibit A to the ordinance, then Council must bring the amended ordinance back for consideration at a future council meeting no earlier than seven (7) days from tonight's meeting for consideration.

Summary:

On June 9, 2009 the Council approved Incorporated County of Los Alamos Ordinance No. 543 which amended and restated the County's Economic Development Plan in compliance with the New Mexico Local Economic Development Act (LEDA). Based upon the guidelines within this program the applicant, TNJLA LLC., submitted the required materials for consideration of support.

TNJLA is a New Mexico corporation located in Albuquerque, NM. TNJLA is one of several LLAC's that are owned and operated by Tushar Patel and associates, a family run small business. TNJ Group has an average of 4.25 "stars" on Tripadvisor.com for their portfolio of properties. They have other hotel properties in New Mexico and this would be their first investment in Los Alamos County. TNJLA has made the request for the donation of the County land so that they can develop a new 86 room extended stay hotel with an event center that accommodates 250-300 people banquet style in Los Alamos.

The requested public support is a grant of County owned parcels of land: on 20th Street Extension; Lots 1C, 2C, 3C, 4C, 5C, and 6C which has the "Smart House" located on it. The total acreage is approximately 2.6 acres.

Los Alamos County has been seeking an "event" space for more than 20 years. The concept of "event" or "conference" space appears in many of the County's strategic plans, including the Comprehensive Plan (2016); the Tourism Strategic Plan (2018); and the Economic Vitality Action Plan (in both plans 2010 and 2019). Approximately 8 years ago the County considered contributing as much as \$6 million to a hotel and conference center concept that would have been a Hilton property, however, the market study at the time determined that adding hotel rooms would not be conducive to our existing hotel properties, although the study did extensive research on the event/conference center space and it was abundantly clear that there was necessity and demand for such a space even in the 2012 market. Since then our market has improved/changed and LAC has completed many of the milestones that were reasons why not to move forward with the project at that time.

The current project includes the following key terms:

1. County land will only be released to TNJLA upon entering into a Project Participation Agreement with the County;
2. TNJLA must submit and be issued a Building Permit for new construction for the new hotel within 12 months of the Effective Date of the PPA;
4. TNJLA will issue the County a Financial Guaranty in the form of a subordinated lien for the balance of the grant amount in decreasing value for the ten (10) year period of the PPA and a personal guaranty for the time period from the date of the County conveys the property to TNJLA until six (6) months after the Certificate of Occupancy is issued for the hotel/conference center;
5. TNJLA agrees to actively and continuously operate the hotel and conference center for the Ten (10) year PPA term;
6. TNJLA will create and maintain a minimum of 17 full time jobs.

The ordinance and project participation agreement are included as Attachment A, and the developer has submitted photos/site plan/elevations to illustrate conceptual plans for the proposed facility. As will be discussed during the meeting, these conceptual presentations are subject to minor changes as the developer has not yet performed site specific due diligence.

At the August 27 Council meeting, a public hearing was held on this matter yet Council voted to table any action on this item until October 1, 2019. Since that time several follow up conversations have been held with the developer to discuss potential changes to items highlighted at the August 27 meeting. Some potential changes are anticipated to be introduced as part of this continuation of the public hearing, and Council may subsequently consider how to proceed. If amendments are made to the ordinance, including the Project Participation Agreement, then Council must bring the amended ordinance back for consideration at a future council meeting no earlier than seven (7) days from tonight's meeting for consideration.

Alternatives

Council could choose not to approve this Ordinance or Council could choose to make amendments to this Ordinance or Project Participation Agreement.

Fiscal and Staff Impact/New Item

The fiscal impact is minimal to the County since the grant is in the form of a land donation. The staff impact will be minimal as the performance review metrics will be studied and reviewed on an annual basis for compliance.

Attachments

A - Incorporated County of Los Alamos Ordinance No. 693

B - Publication Notice

C - ROI for 20th Street LEDA

D - Pictures of other TNJLA hotel properties

E - Elevations

F - Proposed site map

INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 695

**AN ORDINANCE ADOPTING AN ECONOMIC DEVELOPMENT
PROJECT FOR PUBLIC SUPPORT OF TNJLA LLC,
A NEW MEXICO CORPORATION**

Section 1. On June 9, 2009, the governing body of the Incorporated County of Los Alamos ("County") adopted Ordinance No. 543, an ordinance amending and restating the Economic Development Plan of the County in accordance with the Local Economic Development Act, Sections 5-10-1 through 5-10-13 NMSA 1978, as amended.

Section 2. The Economic Development Plan sets forth the purpose of allowing public support of economic development to foster, promote and enhance local economic development efforts through the use of project participation agreements with qualifying entities while continuing to protect against the unauthorized use of public money and other public resources, and to enter into joint powers agreements with other local governments to plan and support regional economic development projects.

Section 3. TNJLA LLC, a New Mexico corporation ("Company"), proposes to acquire, develop and construct an extended stay hotel facility, including a 250 – 300 person banquet-style conference center, and a minimum of 1,800 square feet of stand-alone food and beverage retail on the 20th Street Extension properties in Los Alamos County (the "Project").

Section 4. Company has submitted an application to County pursuant to NMSA 1978 § 5-10-9, and has established itself as a qualifying entity and has addressed the following criteria:

- a. Company is a private for-profit development business that has an established track record of successful hotel projects in New Mexico. The application includes information about the Company's financials and its leadership team.
- b. Company's economic activity meets County's objective of expansion of the tax base by generating increased taxes from new construction, and from Company purchases such as equipment and supplies.
- c. Company's economic activity meets County's objective of increased job and income opportunities by proposing to create a minimum of seventeen (17) Full-Time Equivalent jobs based within the County, and maintain said employees over ten (10) years.
- d. Company shall make a good faith effort to promote County as a good and desirable place to visit, live and work.

Section 5. Company has met the priorities of the Economic Development Plan in the following respects:

- a. Meets County's objective of economic diversification by enriching the hospitality offerings in Los Alamos by creating an 86-room extended stay Marriot hotel;
- b. Meets the objective of economic diversification by constructing a hotel, conference center facility, and retail food and beverage space;

- c. Meets the objective of expansion of the tax base by generating increased taxes for property tax, gross receipts tax and Lodger's Tax Revenues via an increase in the number of hotel rooms available in Los Alamos;
- d. Meets the objective of increased job and income opportunities by proposing to generate seventeen (17) new primary jobs at the hotel, conference center, food and beverage service, and retail operations within County no later than twelve (12) months of the project obtaining Certificate of Occupancy;
- e. Meets County's objective of expansion of the tax base by creating a conference center that will accommodate up to 250 - 300 people seated banquet style for local events and Los Alamos National Laboratory meetings;
- f. Meets County's objective of economic diversification by enriching the hospitality offerings in Los Alamos by creating a stand-alone food and beverage retail space;
- g. Meets County's objective of recruiting and retaining businesses that utilize Los Alamos' location for events and meetings, and by offering existing businesses the opportunity to provide catering services for events and meetings;
- h. TNJLA is a private for-profit development business that has an established track record of successful hotel projects in New Mexico.

Section 6. Company has requested that the Incorporated County of Los Alamos provide the following grant of public support as an economic development project: Transfer, by quitclaim deed, all rights, title and interests possessed by County to certain County-owned property defined as Eastern Area 3 Tract NN Lots 6C; 5C; 4C; 3C; 2C; and 1C located on 20th Street Extension, platted and recorded in Los Alamos County Records as Instrument No. 231237 (together, the "Real Property"). The Real Property has an appraised value of One Million Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000.) This requested public support for Company's Project is referred to herein as the economic development "Project Grant."

Section 7. County and Company shall, upon approval of the Project as evidenced by the passage of this Ordinance, enter into a Participation Agreement, attached hereto as Exhibit "A", which Agreement shall include, but not be limited to, the following:

- a. The standards by which to measure furtherance by the Project of the economic development goals of County;
- b. The rights and responsibilities of the parties, including specifically defining the contributions of County and Company;
- c. Standards for regular performance reviews of the Project by County and the specific measurable objectives upon which the performance evaluations of the Project shall be based;
- d. A schedule and review procedures for the Project and performance goal attainment;
- e. The security provided for the Project;
- f. The default and cure provisions and such other procedures by which the Project can be

terminated by County and County's investment recovered;

- g. The time period for which County shall retain an interest in the activity of Company; and
- h. Any other requirements imposed by state law, county ordinance, rule or regulation not specifically identified in this ordinance.

Section 8. The application of Company for public assistance from County in the form of an economic development Project Grant is hereby approved, consistent with the terms of this ordinance and the Project Participation Agreement that has been negotiated and is attached to this Ordinance.

Section 9. The terms, provisions and conditions of the Project Participation Agreement, in the form presented to the County Council and attached to this Ordinance and incorporated herein by reference, are in all respects approved, authorized, and confirmed, and the County Council Chair is authorized to execute the Project Participation Agreement on behalf of County in substantially the form hereof, with only such nonmaterial changes recommended by the County Manager, approved as to form by the County Attorney, and approved by the Council Chair. The County Manager or his designee, is authorized to execute documents, in a form approved by the County Attorney, necessary to transfer all rights, title and interests possessed by County to certain County-owned property to Company as provided for in Section 6 of the Ordinance.

Section 10. The County Council, the Council Chair, other County officials, the County Manager and County staff are hereby authorized to take all action necessary to carry out the provisions of this Ordinance and the Project Participation Agreement.

Section 11. 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 12. This Ordinance shall become effective on September 28, 2019, thirty (30) days after notice of its adoption.

ADOPTED this 27th day of August, 2019.

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

Sara C. Scott
Council Chair

ATTEST: (Seal)

Naomi D. Maestas
Los Alamos County Clerk

PROJECT PARTICIPATION AGREEMENT

This Project Participation Agreement ("Agreement") is made and entered into as of September 28, 2019, by and between the Incorporated County of Los Alamos, an incorporated County of the State of New Mexico ("County") and TNJLA LLC, a New Mexico Corporation qualified to do business in New Mexico ("TNJLA").

RECITALS

THE PARTIES HERETO enter into this Agreement on the basis of the following facts, understandings, and intentions:

A. On June 9, 2009 the governing body of the Incorporated County of Los Alamos ("County") adopted Ordinance No. 543, an Ordinance amending and restating the economic development plan of County in accordance with the Local Economic Development Act, Sections 5-10-1 through 5-10-13 NMSA 1978, as amended and superseding Ordinance 501.

B. County has adopted Ordinance No. 695 providing for the public support of TNJLA's "Project," as defined herein, in the form of a grant of "Real Property," and certain capital improvements as further defined below, which is the "Project Grant." The value of the Real Property the Project Grant is One Million Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000). TNJLA shall acquire, develop and construct an extended stay hotel facility, including a 250-300 person banquet style conference center, and a minimum of 1,800 sq. ft. of stand-alone food and beverage retail on the 20th Street Extension properties in Los Alamos County ("Project").

C. TNJLA's economic activity complies with the Local Economic Development Plan adopted by County on June 9, 2009, by providing a public benefit to the residents of County in the following respects:

1. Meets the objective of economic diversification by constructing a hotel, conference center facility and retail food and beverage space;

2. Meets the objective of expansion of the tax base by generating increased taxes for property tax, GRT and Lodger's Tax Revenues via the increase in number of hotel rooms available in Los Alamos;

3. Meets the objective of increased job and income opportunities by proposing to generate seventeen (17) new primary jobs at the hotel, conference center, food and beverage, and retail operations within County no later than twelve (12) months of the project obtaining Certificate of Occupancy;

4. Meets County's objective of economic diversification by enriching the hospitality offerings in Los Alamos by creating an 86-room extended stay hotel;

5. Meets County's objective of expansion of the tax base by creating a conference center that shall accommodate up to 250-300 people seated banquet style for local events and LANL meetings;

6. Meets County's objective of economic diversification by enriching the hospitality offerings in Los Alamos by creating a stand-alone retail food and beverage retail space;

7. Meets County's objective of recruiting and retaining businesses that utilize Los Alamos location for events and meetings additionally by offering existing businesses opportunity to provide catering services for events and meetings;

8. TNJLA is a private for-profit development business whose principal has an established track record of successful hotel projects in New Mexico.

D. As a condition precedent to its receipt of public assistance in the form of an economic development project, TNJLA is required to execute this Project Participation Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Contributions of County.

A. *Project Grant.* Subject to the terms and conditions of this Project Participation Agreement, County agrees to transfer, by quitclaim deed, with all rights, title and interests possessed by County in the property defined as Eastern Area 3 Tract NN Lots 6C; 5C; 4C; 3C; 2C; and 1C located on 20th Street Extension, platted and recorded in Los Alamos County Records as Instrument No. 231237 (together, the "Real Property"). The Real Property has an appraised value of One Million Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000).

B. *Conditions Precedent.* The parties agree that the following are conditions precedent to any contributions or obligations under this this Project Participation Agreement:

- (i) TNJLA shall have approval from Marriot Corporation to the construct an 86-room Towneplace Suites hotel with conference center in Los Alamos; and
- (ii) TNJLA shall have secured construction financing commitment in an amount sufficient to support the Project.

C. County shall be solely responsible for the cost of any and all signalization and roadway improvements once State traffic warrants are met for the intersection of NM 502 (Trinity Drive) and 20th Street.

2. Contributions of TNJLA.

A. *Construction.* TNJLA shall complete the Project and fully open for operation within forty-eight (48) months of the Effective Date of this Agreement.

- (i) an 86-room Towneplace Suites hotel and conference center to accommodate 250-300 people banquet style; and
- (ii) a minimum of 1800 sq. ft. of stand-alone food and beverage retail space.

B. *Employment.* TNJLA shall create a minimum of seventeen (17) Full Time Equivalent Jobs based in Los Alamos County, New Mexico and maintain said employees over the ten (10) year term of this Agreement. As used herein, a "Full Time Equivalent Job" is defined

as 2,080 employed hours annually, based on any twelve consecutive month period, which is paid through TNJLA's payroll.

C. *Conference Center.* TNJLA shall continuously operate a conference center that shall accommodate 250-300 people banquet style for the entire ten (10) year term of this Agreement. County shall be entitled to use the conference facilities up to four (4) times per year at no charge for room fees and only cleaning and catering fees shall be charged as appropriate and commercially reasonable. County must make reservations at least thirty (30) days in advance for their use of the facility unless mutually agreed upon and shall not displace a paying customer.

D. *Promotion.* TNJLA shall make good faith efforts to promote Los Alamos County as a good and desirable place to visit, live and work.

3. Performance Review and Measurement.

A. *Progress Report and Job Reporting.* TNJLA shall, within ninety (90) days of the end of each anniversary of the effective date during the term of this Agreement, provide County with a written report of its progress toward achieving the performance measures required by Section 2, Contributions of TNJLA, above (collectively the "Performance Measures"). Thereafter, for each year during the term of this Agreement, TNJLA may, at the sole option of the County Manager's Office, be subject to a commercially reasonable annual performance review and audit conducted by the County Manager's Office, or its designee, to evaluate whether TNJLA has achieved the Performance Measures. TNJLA shall reasonably cooperate in the performance review and audit process by making all of its personnel, employees, books and tax records available to County at all reasonable times upon request. The creation and retention of a minimum of seventeen (17) jobs must be verified on an annual basis as part of the Progress Report.

B. *Continuous Operation of Conference Center.* TNJLA shall demonstrate annually in writing via an Affidavit, to be included in the Annual Progress Report detailed below, that they continuously operate a conference center for 250-300 people banquet style for the duration of this Agreement.

C. *Confidential Information and Reliance.* All information regarding TNJLA shall be treated in confidence to the fullest extent allowed by New Mexico law; provided, however, that nothing in this Agreement shall be construed to permit or require County to circumvent, obstruct, or fail to comply with the New Mexico Inspection of Public Records Act, §§ 14-2-1 *et seq.* (NMSA 1978). TNJLA acknowledges that its reporting shall be relied on by County and, possibly, by the State to ascertain whether TNJLA is in compliance with the job creation provisions of this Agreement.

4. Security. TNJLA shall furnish the following security in connection with the Project.

A. *Real Property.* TNJLA agrees to permit new construction within twelve (12) months of acquisition of the Real Property from County. If TNJLA fails to permit new construction within twelve (12) months, and County has acted in a commercially reasonable manner and has not unreasonably withheld approval, and there is no force majeure (as defined below), then TNJLA shall be required to return with all rights, title and interests in the Real Property unencumbered by any lies, mortgage or other debt, to County by Quit Claim Deed.

B. *Financial Guarantee.* TNJLA's principals agree to provide a Financial Guarantee in an amount equal to One Million Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000) to the benefit of County which is secured by a subordinated interest on the project property in an amount equal to One Million Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000), as well as personal guarantees from both Tushar Patel and Jayesh Patel in an amount equal to One Million Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000), both with an effective date that is the same date of transfer by quitclaim deed of the Real Property to TNJLA. County shall have the right to recoup its Financial Guarantee, as provided for in this agreement, from both sources of security, but not in a total amount that exceeds the amount of the Financial Guarantee existing at the time of default as defined below. The overlapping portion the Financial Guarantee that are provided by the personal guarantees defined herein shall expire six months after Certificate of Occupancy is issued for the hotel / conference center. The Financial Guarantee secures performance of TNJLA's obligations under this Agreement. The Financial Guarantee shall be reduced by Ten Percent (10%) of the original amount for each year of the ten (10) year term of this Agreement. The Financial Guarantee shall be Zero Dollars (\$0.00) at the end of the tenth (10th) year. To clarify, both parties agree that the value of the security shall reduce each year by an amount equal to Ten Percent (10%) of the original value. In the event of a termination necessitating the exercise of the guarantee, the language of this Agreement controls as it pertains to the amount of guarantee amount required to satisfy County demands.

5. Termination and Recovery of Investment.

A. *Events of Default.* The following events shall constitute events of default under this Agreement:

- (i) Failure of TNJLA to fulfill, in whole or in part, any Performance Measure or other obligation required by this Agreement; including but not limited to:
 - a. *Annual Progress Report and Job Reporting.* The creation and retention of a minimum of seventeen (17) jobs must be verified on an annual basis as part of the Progress Report.
 - b. *Continuous Operation of Conference Center.* TNJLA shall demonstrate in writing via an Affidavit that they continuously operate a conference center for 250-300 people banquet style for the duration of this Agreement, verification of operation via Affidavit shall be demonstrated within the Annual Progress Report.
- (ii) TNJLA (i) ceases operations of the Project prior the end of the ten (10) year term of this Agreement.
- (iii) TNJLA sells or assigns the Project or any portion thereof, without the written consent of County. However, should TNJLA propose a sale or assignment of the Project or any portion thereof to a qualified buyer who shall assume and meet all obligations of this Agreement, County approval shall not be unreasonably withheld.
- (iv) TNJLA fails to complete the Project and fully open for operation within forty-eight (48) months of the Effective Date of this Agreement. County shall act in a commercially reasonable manner when approving, inspecting and granting Certificate of Approval.
- (iii) The discovery by County that any representation, warranty, or covenant made by TNJLA in connection with this Agreement was false, materially misleading, erroneous, or breached in any material respect.

B. *TNJLA's Response to Default.* Upon the occurrence of an event of default by TNJLA specified in this Agreement, County shall notify TNJLA in writing that an event of default has occurred under this Agreement. Within sixty (60) days of the receipt of such notice, TNJLA shall:

- (i) Cause the default to be cured; or
- (ii) Furnish a written response indicating:
 - a. The factors which caused or contributed, in whole or in part, to the occurrence of default;
 - b. The measures TNJLA has undertaken to avoid the reoccurrence of default in the future;
 - c. Whether any Performance Measure not achieved can still be achieved in a timeframe acceptable to County;
 - d. What further action TNJLA plans to take to achieve the Performance Measure in a timeframe acceptable to County; and
 - e. In the event of a default after construction has commenced, TNJLA has the right to terminate this Agreement by tendering to County an amount equivalent to the Financial Guarantee as referenced in Section 4B of this Agreement.

C. *County Response to Default of Section 2: Contributions of TNJLA.* County staff shall review the response furnished by TNJLA and within thirty (30) days from receipt of such response, recommend to the County Council whether to modify or terminate this Participation Agreement. TNJLA shall have an opportunity to make a presentation to the County Council at any meeting where such recommendation shall be acted upon. The County Council shall maintain the right to reasonably modify or terminate this Agreement. The County Council power and authority is not limited in any way by the event of a default. TNJLA maintains a reasonable right to arbitrate.

6. Term. The term of this Agreement shall commence on the Effective Date of this Agreement and continue for ten (10) years unless terminated sooner, as provided herein. TNJLA has the right to return the Real Property and terminate this Agreement if, despite commercially reasonable efforts, it is unable to timely permit new construction within twelve (12) months of acquisition of the Real Property from County.

7. Obligation to Perform. The failure of County to insist, in any one or more instances, upon performance of any of the terms or covenants of this Agreement shall not be construed as a waiver or relinquishment of County's right to the future performance of any such terms and covenants, and the obligations of TNJLA with respect to such future performance shall continue in full force and effect.

8. Force Majeure. Neither TNJLA nor County shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war or any other force majeure as defined by New Mexico law that could not have been reasonably avoided by exercise of due diligence.

9. Notices. All notices and communications required or permitted under this Agreement (including change of address and facsimile or telephone number set forth below) shall be in writing and shall be deemed given to, and received by, the receiving party: (i) when hand-delivered to the street address of the receiving party set forth below; (ii) when sent by facsimile transmission to the facsimile number of the receiving party set forth below; (iii) one (1) day after deposit with a national overnight courier addressed to the receiving party at the street address set forth below;

or (iv) five (5) days after deposit in the U. S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving party at the mailing address set forth below.

County: Los Alamos County
County Manager
1000 Central Avenue, Suite 350
Los Alamos, New Mexico 87544
Telephone: (505) 663-1750
Facsimile: (505) 662-8079

TNJLA: TNJLA, Inc.
Tushar Patel, Chief Executive Officer
4520 Lower Terrace Circle NE
Albuquerque, New Mexico 87111
Telephone: (505) 275-8223

10. Amendment. This Agreement shall not be altered, changed, or amended other than by a written instrument executed by both parties.

11. Appropriations. The performance by County of any of the terms, covenants, or conditions in this Agreement that County is obligated to perform shall be subject to the availability of appropriated funds that may be lawfully used for such purpose.

12. Partnership. Nothing contained in this Agreement shall be construed as creating or establishing a joint venture or partnership between County and TNJLA.

13. Authority. The individual(s) signing this Agreement on behalf of TNJLA represent and warrant that they have the power and authority to bind TNJLA, and that no further action, resolution, or approval from TNJLA is necessary to enter into a binding contract.

14. Governing Law. This Agreement shall be governed by the laws of the State of New Mexico (without giving effect to the State of New Mexico's choice of law provisions).

15. Severability. If any terms of this Agreement, or the application of such terms to any circumstance, person, or entity, shall be held illegal, invalid, or unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those to which it is held illegal, invalid, or unenforceable, shall not be affected; provided, however, that the remainder of this Agreement is still capable of performance in substantial accordance with the original intent of the parties.

16. Miscellaneous. This Agreement binds and inures to the benefit of County and TNJLA and their respective successors and permitted assigns. This Agreement may not be assigned without the written consent of the non-assigning party, which may not be unreasonably withheld; provided, however that with notice, TNJLA may assign this Agreement to any affiliate of TNJLA that agrees in writing to assume and perform all of the obligations of TNJLA under this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Project Participation Agreement effective as of the date first written above (the "Effective Date").

INCORPORATED COUNTY OF LOS ALAMOS

Attest:

By: _____
Harry Burgess, County Manager

Naomi D. Maestas, County Clerk

APPROVED TO FORM:

J. Alvin Leaphart, County Attorney

TNJLA, Inc.,
a New Mexico Corporation

By: _____
Name: _____
Title: _____

**NOTICE OF ADOPTION OF ORDINANCE NO. 695
STATE OF NEW MEXICO, COUNTY OF LOS ALAMOS**

Notice is hereby given that the following Ordinance No. 695, was duly adopted and approved by the County Council of the Incorporated County of Los Alamos, State of New Mexico, on August 27, 2019. The full copy is available for inspection or purchase in the County Clerk's Office: 1000 Central Avenue, Suite 240, during regular business hours.

**INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 695
AN ORDINANCE ADOPTING AN ECONOMIC DEVELOPMENT PROJECT FOR PUBLIC SUPPORT OF
TNJLA LLC, A NEW MEXICO CORPORATION**

ADOPTED this 27th day of August, 2019.

Council of the Incorporated County of Los Alamos

By: /s/ Sara C. Scott, Council Chair

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

Publication Date: Thursday, August 29, 2019

ROI for 20th Street LEDA

Contributions from the County:

\$1,825,000 in Land (Includes value of Smart House)

Forego Descartes rent for the remaining 5.5 years of the lease. The lease is a sliding scale from \$41,874 per year - \$77,766 per year

Initially, it was assumed that a \$175,000 in contribution to the traffic signal might be needed, but recent developments indicate that the cost of a traffic signal will be included in a recently acquired grant from the State of New Mexico's DOT Safety Committee.

What does the County get in return:

\$10M investment in Los Alamos County's economy

+/- \$86,000 in property tax per year after project buildout

\$860,000 in property tax over 10 years

+/- \$130,000 per year in Lodger's Tax revenue

\$1,300,000 in Lodger's Tax revenue over 10 years

Approximately \$45,000 in GRT from meeting venue revenue

(catering, equipment rental, room rental, etc...)

\$450,000 in GRT over 10 years

Los Alamos County will receive some portion of GRT revenue on the construction of the project, however, based upon type of construction and methodology of FF&E purchasing this number can fluctuate between \$110,000 - \$350,000.

A minimum of 17 new jobs with an estimated payroll of (~\$465,000 per year)

\$4,650,000 in payroll over 10 years

(17 jobs does not count any ancillary - non hotel/event center - jobs potentially created)

Strategic Community Benefits:

Support of the EVSP 2010 and 2019, Comp Plan 2016, Tourism Strategic Plan 2018 and Council strategic goals (2017 & 2018)

Construction and operation of a conference center - previous County estimates for building this type of facility = ~\$2M and operation of the conference center (based on experience in Fuller Lodge operations the estimated cost of operating the conference center) = ~\$2M over 10 years, for a total of \$4M in avoided costs to taxpayers.

Support for the local economy – strategic planning documents call for a conference center to minimize current leakage of dollars from the County businesses; by hosting just one 4 day – 200 person event per month the County economy would retain ~\$500K/year (assuming a conservative \$50/day/person expenditure)

Support for LANL, N3B, Pebble Labs, and other employers by providing a needed meeting venue here in Los Alamos

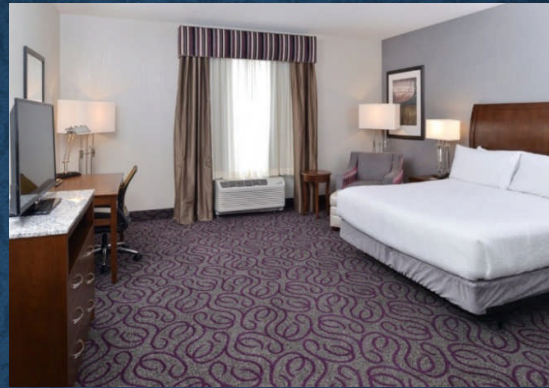
Support of local businesses that specialize in catering

Support of our citizens by providing a venue for reunions, weddings, and special events

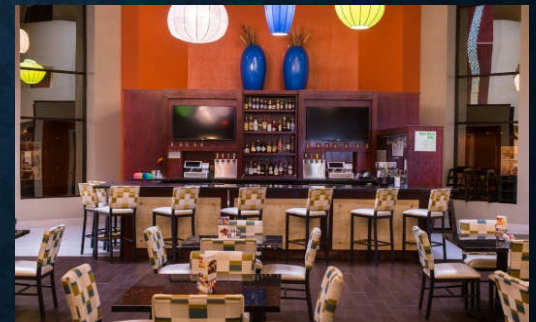
TNJ HOTELS & EVENT SPACES

Hobbs, NM and Oklahoma City, OK

HILTON GARDEN INN, HOBBS, NM



HOLIDAY INN EXPRESS, OKLAHOMA CITY



BUSINESS EVENTS



SOCIAL EVENT SPACES

OKC Holiday Inn



Simply Décor, ABQ



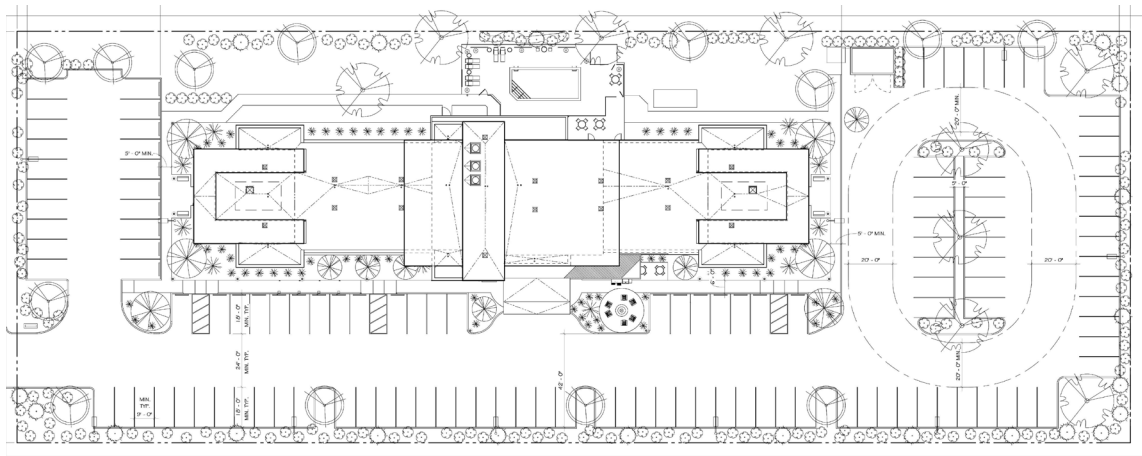
TOWNEPLACE SUITES®

BY MARRIOTT





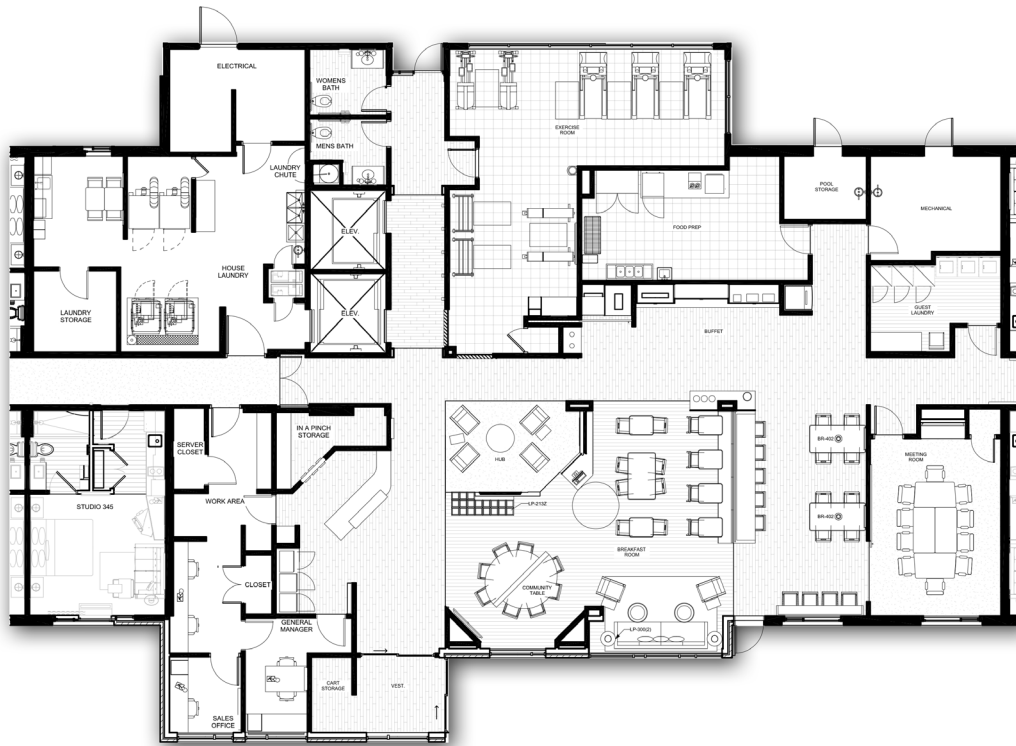
FRONT ELEVATION



SITE PLAN

Area Summary

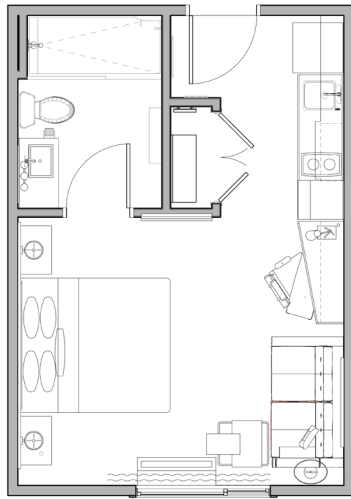
Building Length	301 feet
Building Depth	81 feet
Land	2.19 acres
Parking	126 spaces



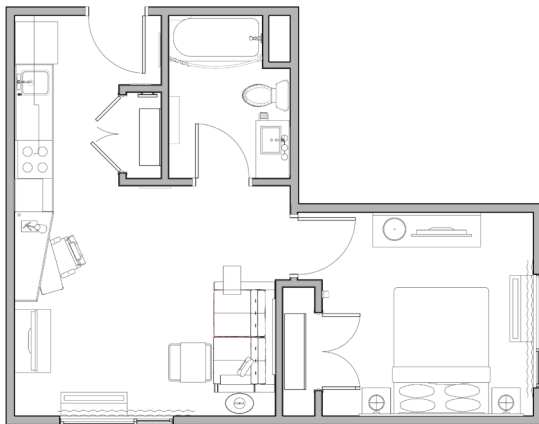
GROUND FLOOR



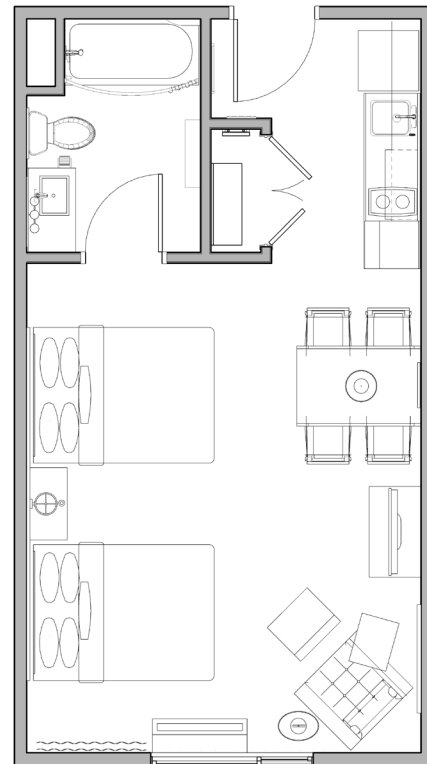
ATTACHMENT E



STUDIO



ONE BEDROOM



QUEEN QUEEN

Typical Unit Mix

Studio King	60-65%
Studio Queen/Queen	20-25%
One Bedroom Queen	10-15%

Optional Two Bedroom
(also available)

TownePlace Suites by Marriott - Criteria Facilities Program

GUEST SPACES					BACK-OF-HOUSE		TOTAL NET (SF)
Lobby Areas					Administration		
Vestibule					General Manager Office		
Welcome Deck					Sales Office		
Breakfast Room					Work Room		
Communal Table					Closet		
Connection Center					Lending		
Hub					Employee Areas		
Launching Pad					Break Room		
Public Restrooms					Engineering & Maintenance		
Total Lobby Areas					Engineer Maintenance Office		
Food & Beverage Front-of-House					Food & Beverage Back-of-House		
Buffet					Food Preparation		
Recreation Facilities					Laundry		
Fitness Center					Laundry Room		
Swimming Pool (Outdoor - Not Included)					Housekeeping		
Pool Equipment/Storage					Linen and Linen Chute Rooms		
Recreation Facilities Total					Storage		
Retail					Elevators		
In A Pinch					Elevators		
In A Pinch Storage					Elevator Equipment Room		
Retail Total					Property Technology		
Meeting Spaces					Server Closet		
Meeting Room					Mechanical, Plumbing & Electrical		
Guestrooms					Mechanical		
Studio King					Electrical		
Studio King X					TOTAL BACK-OF-HOUSE SPACES		
Accessible Studio*					2,722		
Studio Queen/Queen					SUMMARY		
Accessible Queen/Queen*					QUANTITY		
One Bedroom Queen					TOTAL (SF)		
Accessible One Bedroom*					Total Number of Guestroom Room Floors		
Guestrooms Total					4		
Guestroom Corridors & Support					Total Number of Floors		
Guestroom Vestibule					4		
Corridors/Elevator Lobby					Guest Spaces		
Stairs					50,814		
Guest Laundry					Back-of-House		
Ice Machine					2,722		
Guestroom Corridors & Support Total					Total Net Building Area		
TOTAL GUEST SPACES					53,536		
50,814					Walls and Shafts (Estimated)		
					5,661		
					Total Gross Building Area		
					59,197		
					Total Square Feet per Room		
					529		

The information released by Marriott® International in this communication with respect to the TownePlace Suites by Marriott project is provided to the owner and franchise community merely as a guide and all information and supporting documentation serves solely as guidelines and is not, and should not be considered final. All plans regarding this project are routinely updated and remain subject to revision and clarification. *Comply with all governing regulations for size, percentage and quantity of accessible guestrooms. November 2018

TownePlace Suites by Marriott®

TownePlace Suites® is designed for extended stay travelers who want to feel at home and stay productive. With thoughtful service, comfortable spaces and local know-how, TownePlace makes the new feel familiar. With nearly 400 locations, hotels offer extraordinary value, including modern spacious suites with full kitchens and enhanced organization and productivity with the home office and elfa® closets from The Container Store®.

Key features include:

- Exterior featuring the beacon light element providing better visibility of the property
- Expansive public space with soft seating and areas to collaborate and enjoy meals
- Prep kitchen located behind the buffet allowing for easy access for service and replenishment
- Decor package, TurningPointS 2.0, in suites and public spaces featuring warm colors and upgraded wood features
- Larger layout of the fitness center
- Partnership with The Container Store providing elfa closets in all suites
- Partnership with Weber® featuring grills in the front BBQ patio along with Weber tools and spices available for guests to use

The brand's efficient cost model works in every market, from urban to tertiary with flexible spaces that can be sized to meet the market needs. By developing with Marriott, owners and franchisees harness the power of our industry leading sales, marketing, and loyalty engines. Visit [marriottdevelopment.com](https://www.marriottdevelopment.com) to learn more about developing a TownePlace Suites by Marriott.



EXHIBIT "F"

LOS ALAMOS 20TH STREET SITE
PLANNING LOTS 1 THRU 6

OPTION #5 5/30/19

MARRIOTT TOWNPLACE SUITES HOTEL &
MEETING ROOMS DEVELOPMENT PLAN

PLAN NOTES:

- PROPERTY INFORMATION**
- COFFEE SHOP ON LOT 5.
 - PARKING ON LOT 4.
 - HOTEL WITH MEETING ROOMS ON LOTS 1, 2, 3, & 6.
 - HOTEL INCLUDES 11 ROOMS ON FIRST FLOOR AND 25 ROOMS ON EACH FLOOR ABOVE THE FIRST FLOOR - TOTAL 86 ROOMS.
 - MEETING ROOMS & SUPPORT WITH PRE-FUNCTION AREAS AS SHOWN = 7,382 SQFT. (SEE CONFERENCE CENTER NOTES)

- ZONING INFORMATION**
- ZONING AND SETBACKS AS DESIGNATED BY CITY.
 - PARKING WILL CONSIST OF CROSS PARKING ON AND OFF SITE.
 - TYPICAL PARKING STALLS ARE SHOWN AS 9-0" X 20-0" TO BACK OF CURB, CITY WILL ACCEPT 9-0" X 18-0" TO FRONT OF CURB.
 - TYPICAL TWO WAY DRIVES CONSIST OF 24-0" WIDE ROAD WITH 2-0" CURB & GUTTERS EACH SIDE.

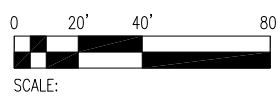
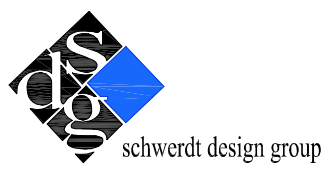
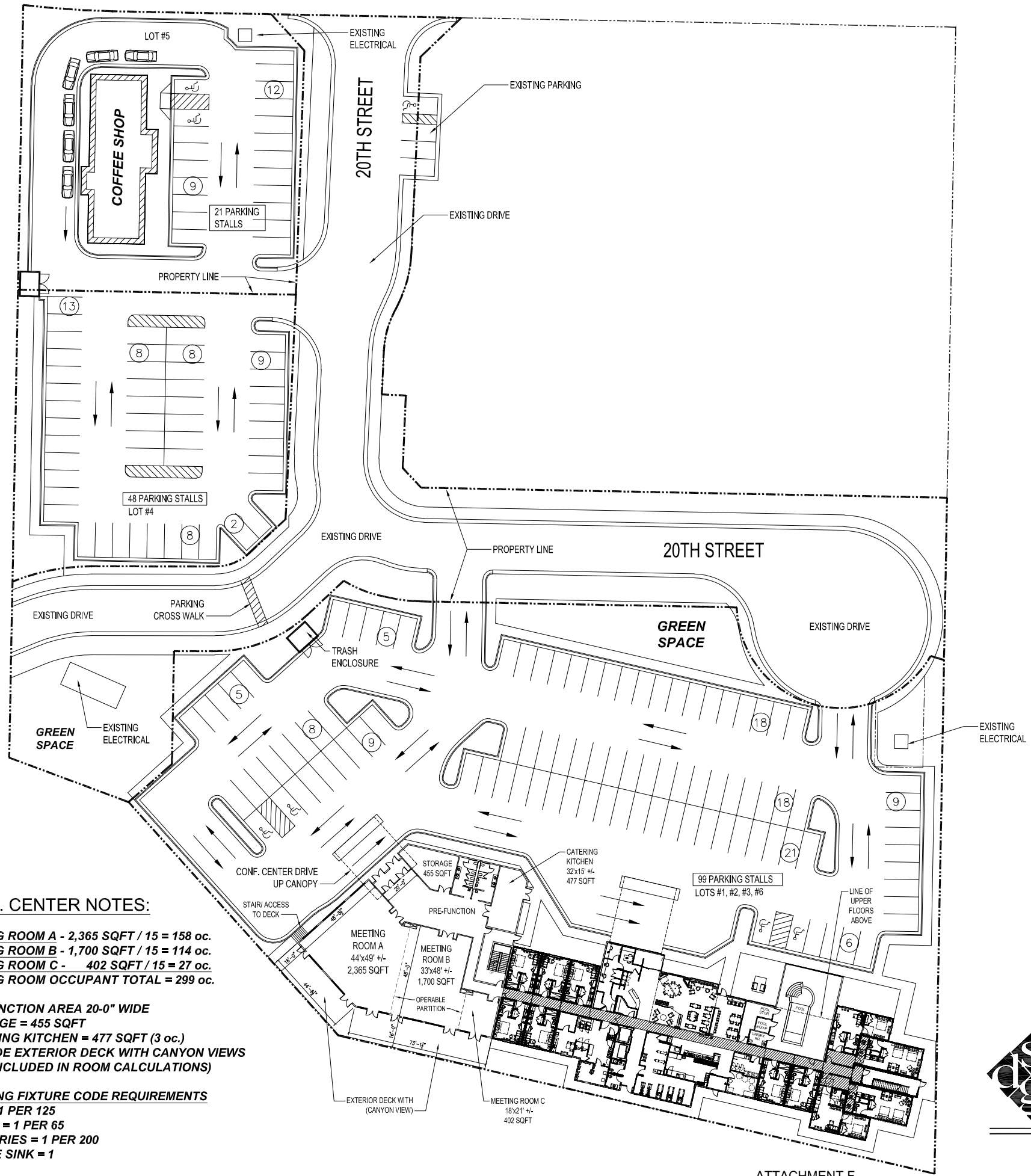
- PARKING INFORMATION**
- PARKING REQUIREMENT BY CITY.
 - HC PARKING STALLS = COUNTS WILL BE DETERMINED AT A LATER DATE.
 - PARKING AS SHOWN ON PLAN.

CONF. CENTER NOTES:

MEETING ROOM A - 2,365 SQFT / 15 = 158 oc.
MEETING ROOM B - 1,700 SQFT / 15 = 114 oc.
MEETING ROOM C - 402 SQFT / 15 = 27 oc.
MEETING ROOM OCCUPANT TOTAL = 299 oc.

- PREFUNCTION AREA 20-0" WIDE
- STORAGE = 455 SQFT
- CATERING KITCHEN = 477 SQFT (3 oc.)
- 16" WIDE EXTERIOR DECK WITH CANYON VIEWS (NOT INCLUDED IN ROOM CALCULATIONS)

PLUMBING FIXTURE CODE REQUIREMENTS
MALE = 1 PER 125
FEMALE = 1 PER 65
LAVATORIES = 1 PER 200
SERVICE SINK = 1





County of Los Alamos

Staff Report

October 01, 2019

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 1)
Index (Council Goals):
Presenters: Eileen Sullivan
Legislative File: 12323-19

Title

Board/Commission Appointment(s) - Library Board

Recommended Action

I nominate John Nash, Renae Mitchell, Daniel Morgan, and Rebecca Rodriguez to fill two vacancies on the Library Board and move that Council appoint two nominees to the vacant position(s) as follows:

By roll call vote, Councilors vote for two nominees and the two with the highest vote total of four or more be appointed to fill terms beginning on September 1, 2019 and ending on August 31, 2021.

Body

The purpose of this item is to fill two vacancies on the Library Board. The applicants for these positions are:

John Nash (D)
Renae Mitchell (G)
Daniel Morgan (D)
Rebecca Rodriguez (D)

All applicants were interviewed by an interview committee on September 19, 2019. The interview committee consisted of the following: Library Board Chair: Jennifer Baker; Council Liaison: David Izraelevitz; and Library Board Staff Liaison: Eileen Sullivan. The interview committee recommends re-appointing Rebecca Rodriguez and appointing Renae Mitchell. The recommendation of the interview committee is attached

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 2 year terms and is currently composed as follows:
John Gustafson (DTS)
Kelly Dolejsi (D)
Whitney Spivey (D)

Council can only appoint one additional Democrat without violating the County Charter

concerning restrictions on political party majorities on Boards and Commissions.

Attachments

- A - Library Board Member List
- B - Interview Panel Recommendations
- C - Application Packet for John Nash
- D - Application Packet for Renae Mitchell
- E - Application Packet for Daniel Morgan
- F - Application Packet for Rebecca Rodriguez



BOARD ROSTER



JOHN GUSTAFSON

1st Term Sep 01, 2018 - Aug 31, 2020

Appointing Authority County Council

Position LB3

Office/Role Member

Category DTS



KELLY A DOLEJSI

1st Term Sep 01, 2018 - Aug 31, 2020

Appointing Authority County Council

Position LB1

Office/Role Member

Category D



WHITNEY SPIVEY

1st Term Sep 01, 2018 - Aug 31, 2020

Appointing Authority County Council

Position LB5

Office/Role Member

Category D



VACANCY



VACANCY

Date: 9/20/19

Board or Commission: Library

Interview Panel:

Name : David Izraelevitz (Council Liaison)

Name : Jennifer Baker (B&C Chair)

Name: Eileen Sullivan (Staff Liaison)

Applicants Interviewed:

Name: John Nash Date of Interview: 9/19/19

Name: Rena Mitchell Date of Interview: 9/19/19

Name: Daniel Morgan Date of Interview: 9/19/19

Name: Rebecca Rodriguez Date of Interview: 9/19/19

Name: _____ Date of Interview: _____

Name: _____ Date of Interview: _____

Name: _____ Date of Interview: _____

Name: _____ Date of Interview: _____

Interview Panel Recommendation(s):

The interview panel for the Library Board or Commission would like to recommend the following applicants for appointment:

Name : Rebecca Rodriguez (circle one: incumbent or new applicant)

Name : Rena Mitchell (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)

Name : _____ (circle one: incumbent or new applicant)

Name : _____ (circle one: incumbent or new applicant)

Other information for Council:

General Information

All County Board and Commission members must be residents of Los Alamos County. Lodgers' Tax Advisory Board members, except the at-large community member, do not need to be residents if they are employed/represent an attraction or hotel.

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.

Profile

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

Nash

Last Name

Middle Initial

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

How did you learn of this Board/Commission vacancy?

Library Posting

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.)

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 the library and spend hours there every week. As a new person in the community would like to be involved in a way that I can make a huge difference for the community

What volunteer or professional activities have you participated in that could apply to this appointment?

I am a United Methodist minister and so am used to working with a diverse group of people to get things done at the local church level, along with the conference (state) and even national level. I have a background in financial management, and helping churches turn around their financial situation.

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 would most like to increase the communities usage of the library, which I believe comes from people knowing more about the resources that are available. I cannot speak for Los Alamos, but I know that in Albuquerque people were always amazed when I would tell them about the resources available at the library, and would like to do the same here.

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

LOS ALAMOS

County Manager's Office BOARD & COMMISSION INTERVIEW QUESTIONS

John Nash
Applicant's Name

Library
Board or Commission

Jenn Baker
Interviewer Name

9/19/12 4:00 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. June 30 th - Methodist - moved from ABB Clovis, Boston UNM - Master's in St. John
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.] Housing - County, library - great - Help community to understand what the library offers.
3	How do you perceive the role of County Boards and Commissions in local government? 1. Helping w/ policy & procedure 2. Comm. back to the public - matters even more now that Technology is prevalent - Disparity of ^{Have} not.
4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? Financial Acumen Strategic Planning - organized - Details - Policy
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? Formal gatherings - meeting staff - listening - Formal & informal - not overbearing

D	<p>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?</p> <p>Vice Chair - United Methodist - of New Mexico - open - Re-did the finances - Budgetary Process</p> <p style="text-align: right;">Detail - Strong Comm. Committee - unc next</p>
E	<p>7 Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>No</p>
J	<p>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?</p> <p>Yes, very willing</p>
D	<p>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?</p> <p>No - issue w/ email Records</p>
E	<p>10 Currently, a few boards or commissions are "live streaming" their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you're applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p>No problem - issues</p>
	<p>11 [Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p>
	<p>12 Do you have any questions for the interview panel?</p> <p>great questions</p>

Notes:

LOS ALAMOS

County Manager's Office BOARD & COMMISSION INTERVIEW QUESTIONS

John Nash
Applicant's Name

Library
Board or Commission

David Israelite
Interviewer Name

9/19/19 4pm
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. New United Methodist Minister, moved here June. Three kids. B.S. in UNM PoliSci M.Theology in B.D. + Harvard. Boston University.
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.] Being brand new but being from community. Having seems issue. Impressed w/ collection. Read a lot. Many people don't know what library has to offer. How to communicate that to community.
3	How do you perceive the role of County Boards and Commissions in local government? Helping w/ policy & procedures. & outreach to community.
4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? Have finance background, detailed person, done strategic planning. Comes from conversational with all stakeholders.
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? Formal gatherings & also informal meetings with staff. Putting a face with everyone.

6	<p>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?</p> <p>Vice-Chair on Council on Finance for Methodist Church in N.M. How churches contribute, more transparent. Chair of committee to overturn LGBTQ position by church. Accepting ment those who are on opposite sides.</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>Have copy of Work Plan & read</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 deterrent.</p>
10	<p>Currently, a few boards or commissions are “live streaming” their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you’re applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p>No.</p>
11	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p>
12	<p>Do you have any questions for the interview panel?</p>

Notes:

LOS ALAMOS

County Manager's Office BOARD & COMMISSION INTERVIEW QUESTIONS

John Nash
Applicant's Name

Library
Board or Commission

Eileen Sullivan
Interviewer Name

9/19/19
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>New United Methodist minister, ABQ clouis, Boston here since June 30. UNM poly sci, Boston Univ. Harvard - Divinity, Boston Public Library</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>Dont know biggest issues being now. Housing issue. Impressed with library collection. Libraries in general, people don't know what library offers. Board can play a role in this.</u>
3	How do you perceive the role of County Boards and Commissions in local government? <u>1) Helping with policy + procedure</u> <u>2) communication back to the public</u> <u>Why library important, Gaps btwn have have nots.</u>
4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? <u>Finance, budget skills</u> <u>Detail person, policy procedures, long-term planning, strategic planning conversation with those impacted.</u>
5	What would you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve? <u>Formal gatherings, coming into library - informal talking with staff</u> <u>not being overbearing</u>

6	<p>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?</p> <p>Vice chair finance & admin. United Church of NY financial overhauls. Transparent, open budget process, Next (change pos. on LGBTQ) chair communication</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>Yes. County work plan.</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>Knows now. No deterrent.</p>
10	<p>Currently, a few boards or commissions are “live streaming” their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you’re applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p>No</p>
11	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p>
12	<p>Do you have any questions for the interview panel?</p>

Notes:

John W. Nash

Los Alamos, NM 87544

jwnash@alumni.harvard.edu

First United Methodist Church, Los Alamos, NM

Senior Pastor, 2019-Present

- Responsible for all aspects of operation for church of 500+ members with two worship services and Christian preschool serving 120+ children, with 5 church and 26 preschool staff members

Mesa View United Methodist Church, Albuquerque, NM

Senior Pastor, 2013-2019

- Responsible for all aspects of operation for church of 200+ members with two worship services and Christian preschool serving 80+ children, with 6 church and 12 preschool staff members

Accomplishments: When I was appointed, the church was more \$60,000 behind in bills; helped turn financial position of the church around, paid off bills, refinanced mortgage, put into place new financial policies, returned church to 100% participation in tithe, while undertaking more than \$100,000 in capital improvements to the church's campus; created new mission statement for the church; oversaw strategic planning process; started several new mission projects; stabilized worship attendance; found non-profit to purchase 3 acres of unused property.

First United Methodist Church, Melrose and House, NM

Senior Pastor, 2011-2013

- Responsible for all aspects of operation of two churches as only staff member

Accomplishments: Average attendance increased, including going up 13% in Melrose; worked with congregation to replace older pews with new chairs; implemented program to begin praying for employees of our local school as well as staff of the Annual Conference; oversaw closure of church in House as an act of stewardship; District Superintendent said the churches were the healthiest he had seen them in his six years in the district.

Sudbury United Methodist Church, Sudbury, MA

Associate Pastor, 2007-2011

- Pastoral liaison to finance, church growth, Christian education, outreach, health ministries and Sunny Hill Preschool committees
- Provide pastoral care to 500+ members of the congregation
- Provide pastoral support to Director of Christian Education and Youth Coordinator and their programs
- Work with senior pastor to create and implement a vision for creating disciples of Christ for the transformation of the world
- Work with different committees and groups to increase effective and efficient use of technology

Accomplishments: Average attendance increased each year; oversaw the exponential growth of adult education opportunities having more than 160 people participate in at least one class; oversaw four successful stewardship campaigns; became the first congregation to invite and welcome the Islamic community to town's annual Thanksgiving worship service; oversaw transition of moving weekly newsletter to email distribution; restructured Church Council meetings to allow for greater opportunities to discuss issues of importance to the future of the congregation.

Christ Church United Methodist, Wellesley, MA

Intern, 2004-2007

- Work in all areas of pastoral responsibilities, including preaching, creating and teaching Christian education classes, working with various committees, and providing pastoral care.

Other Work Experience

Harvard University, Divinity School

Financial Control Analyst, 2/2007 – 6/2008

- Provide assistance in budgeting process, including creating master spreadsheet, for \$34 million budget
- Process invoices and reimbursements making sure all are billed to the correct departments and funding sources, including billing for \$4 million capital project
- Set-up payroll funding for professorships, including endowed positions, and verify that billing was done correctly
- Work with large number of funding sources, including designated and restricted funds, verifying funds are being used as directed and that balance totals were available to those needing that information
- Work with other school departments to create and run financial reports and budget management
- Create spreadsheets so data is more accessible to directors and staff

FedEx Kinko's, Brookline, MA

Senior Customer Consultant, 07/2003 – 6/2007

- Complete day and month-end financial reports and submit necessary paperwork to corporate
- Verify employee hours and submit bi-weekly payroll
- Responsible for ordering, stocking and inventory procedures

FedEx Kinko's, Albuquerque, NM

Production Coordinator, 01/2002 – 06/2003

Regional Production Center Manager, 10/2000 – 12/2001

- Responsible for performance and operation of Regional Production Center
- Responsible for hiring, training, scheduling, coaching and disciplinary actions for all coworkers
- Complete day and month-end financial reports and submit necessary paperwork to corporate office
- Responsible for ordering, stocking and inventory procedures
- Increased Production Center from being open 40 hours a week and running an average of 700,000 impressions a month to being open more than 130 hours a week and running more than 1.4 million impressions a month, while maintaining a profit margin of 62%

Assistant Manager of Operations, 4/2000 – 10/2000

- Oversaw day-to-day operations of branch, including cost control and sales
- Assisted in the hiring, training, scheduling, coaching and disciplinary actions for all coworkers

Robert Charles Lesser and Co., Arcadia Land Co., and Historic District Improvement Co., Santa Fe, NM

Administrative Assistant, 3/1999 – 3/2000

- Reconciled billing between Robert Charles Lesser and Co. and Arcadia Land Company
- Implemented new accounting program and created chart of accounts for creation of new company to handle renovation of downtown Albuquerque with a \$75 million budget with multiple funding sources and partners

Sustainable Communities, Inc., Santa Fe, NM

Administrative and Development Assistant, 2/1998 – 3/1999

- Processed all invoices for payment and received and tracked all donations
- Wrote and oversaw production of newsletters and brochures
- Oversaw day-to-day operations of office, including maintaining database
- Worked with executive director to develop sustainable affordable housing

Education

Harvard University, Divinity School

Master of Theology, 2010

Thesis: *Power and Popery: The James O'Kelly Schism in the Methodist Episcopal Church*,
thesis advisor, Dr. David Hempton

Boston University, School of Theology

Master of Divinity, 2006

St. John's College, Santa Fe, NM

M.A. in Liberal Arts, 1996

University of New Mexico, Albuquerque, NM

B.A. in Political Science with Minor in Religious Studies, 2002

Summa Cum Laude

Phi Beta Kappa

Phoenix College, Phoenix, AZ

A.A. in Classics, 1992

Phi Theta Kappa

General Information

All County Board and Commission members must be residents of Los Alamos County. Lodgers' Tax Advisory Board members, except the at-large community member, do not need to be residents if they are employed/represent an attraction or hotel.

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.

Profile

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.

Renae

First Name

Mitchell

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

How did you learn of this Board/Commission vacancy?

Email from existing board

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.)

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 the promotion of literacy and reading skills is a critical step in bettering our community and for the betterment of the lives of this and future generations.

What volunteer or professional activities have you participated in that could apply to this appointment?

I am an adjunct professor of literature at UNM-LA. I have a PhD in Comparative Literature, and I have taught reading and literature for ten years.

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 would like to assist in generating new ideas for library programs and activities for children.

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?

Not that I can think of. Thanks for your consideration.

If you have any questions, please contact Barbara Lai at 505-663-3436 or barbara.lai@lacnm.us

LOS ALAMOS

County Manager's Office BOARD & COMMISSION INTERVIEW QUESTIONS

Renee Mitchell
Applicant's Name

Library
Board or Commission

Jenn Baker
Interviewer Name

9/19/19 5:00pm.
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. Comparative literature-literacy-taught Reading/English undergrad working Library - Acquisitions - how they make decisions
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.] County: Digital entertainment. More invasive than TV Promote - Reading in general. Development of children - Library
3	How do you perceive the role of County Boards and Commissions in local government? Budget - promote more resources to improving library - Reading Programs - promote services - not just reading
4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? Communication - Being aware of policy - Council - Promoting benefits Bring them to the table.
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? She knows a lot of the staff - brings her daughter - utilizes the programs. Meeting in person - walking around hearing concerns & opportunities being present

6	<p>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?</p> <p><i>Volunteer work - Unitarian Church - RE committee - help w/ pre-K - teaching kids on nature - cultures - planning parties</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 on training - willing</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 - no issue w/ emails Public Record</i></p>
10	<p>Currently, a few boards or commissions are “live streaming” their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you’re applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p><i>No issues</i></p>
11	<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>
12	<p>Do you have any questions for the interview panel?</p> <p><i>How long -</i></p>

Notes:

LOS ALAMOS

County Manager's Office BOARD & COMMISSION INTERVIEW QUESTIONS

Ronae Mitchell
Applicant's Name

Library
Board or Commission

Eileen Sullivan
Interviewer Name

9/19/19
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>Phd in comparative literature. Dedicated to literacy + reading. Worked at library as work study in college. In acquisitions.</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>Shares problems w/ other areas, promoting reading. Kids distracted by digital entertainment. Kids handed devices not books. Educ. child dev.</i>
3	How do you perceive the role of County Boards and Commissions in local government? <i>Budget. Board can do a lot to promote resources for library, accessibility issues. Policy makers focus library services. Benefits to community library delivery.</i>
4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? <i>Communication very important. Keep up with issues of concern to board, being aware of what is happening in policy + government.</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>Has contacts with staff now. Get to know more of them. Moved here 6 years ago. after came to library often. Walking around meeting people in person. What can improve library. Being present.</i>

6	<p>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?</p> <p><i>Very involved in church, voluntarily on religious education committee, pre-kk. Teaching kids about culture around world, nature, parks, get-togethers.</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>Absolutely.</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>Currently, a few boards or commissions are “live streaming” their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you’re applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p><i>No.</i></p>
11	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p>
12	<p>Do you have any questions for the interview panel?</p>

Notes:

LOS ALAMOS

County Manager's Office BOARD & COMMISSION INTERVIEW QUESTIONS

Denae Mitchell
Applicant's Name

Library
Board or Commission

David Izraelentz
Interviewer Name

9/19/19 5 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	<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>PhD in Comparative Literature. Taught courses on reading & English. Worked at a library as an undergrad. Worked in acquisitions. Moved here 6 years ago.</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>Like many communities, kids distracted by devices. How to promote reading on device, reading in general.</p>
3	<p>How do you perceive the role of County Boards and Commissions in local government?</p> <p>Board could promote more resources to make library more accessible. Library is not just a place for books. Promote to policy makers.</p>
4	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p>Communication is one of the most important. Keeping up with issues relevant to library. Being aware what is happening in policy & bring those to the board.</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>Getting to know more of the staff. Got to meet staff in prior years. Walk around & meet is best way to meet & get to know them and their issues.</p>

6	<p>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?</p> <p>Did a lot of volunteer before kids. Very involved in the Unitarian Church, youth education. Love teaching about other cultures.</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 familiar.</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>Absolutely. Took application seriously.</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>Currently, a few boards or commissions are “live streaming” their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you’re applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p>No.</p>
11	<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>
12	<p>Do you have any questions for the interview panel?</p>

Notes:

General Information

All County Board and Commission members must be residents of Los Alamos County. Lodgers' Tax Advisory Board members, except the at-large community member, do not need to be residents if they are employed/represent an attraction or hotel.

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.

Profile

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.

Daniel (Dan)

First Name

Morgan

Middle Initial

Last Name

Street Address

Suite or Apt

City

State

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

How did you learn of this Board/Commission vacancy?

Our county website.

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.)

Interests & Experiences

Which Boards would you like to apply for?

Library: Submitted

Why would you like to serve on this particular Board or Commission?

Simply, I am a patron and fan of our library and, having some newly realized free time. I would enjoy supporting the library in this capacity. I continue to work full-time but would be please to be able to contribute once again to our community.

What volunteer or professional activities have you participated in that could apply to this appointment?

Years ago, I was a member of the P&Z and T-Boards so I have experience with the purpose and function of our County Boards.

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 would like to contribute to the sustainability of our Library and the continuing participation of Los Alamos youth. I have particular interest in online media and access to resources offered by universities and research institutions. As well, I am interested in the idea of offering instruction to our youth in how to use a library and help them develop research skills and critical thinking applied to web use.

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 been previously involved to any extent.

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

LOS ALAMOS

County Manager's Office BOARD & COMMISSION INTERVIEW QUESTIONS

Dan Morgan
Applicant's Name

Library
Board or Commission

Jenn Baker
Interviewer Name

11/9/19 5:30pm
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. <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <p><i>E</i></p> <p>Controller - IT world - started his own Business 98' 2001 Associates - IT - Supplier of Books to schools, Museums,</p> </div> <div style="width: 55%;"> <p>New York - Navy - Air Traffic</p> <p>Worked for a Publisher in New York</p> </div> </div>
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.] <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <p><i>J</i></p> <p>Housing,</p> <p>Work also loic - supported a very specific program Library - Encouraging Youth to Read - Check out Book!</p> </div> <div style="width: 55%;"> <p>Housing,</p> </div> </div>
3	How do you perceive the role of County Boards and Commissions in local government? <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <p><i>D</i></p> <p>Getting community members involved in areas they are interested in.</p> <p>interfaced Between Public & Council.</p> </div> <div style="width: 55%;"> <p>Electronic Books Knows</p> </div> </div>
4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <p><i>E</i></p> <p>listening, the ability to both support & disagree w/ other board members. Respectful</p> </div> <div style="width: 55%;"> </div> </div>
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? <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <p><i>J</i></p> <p>jes willing to get to know them</p> </div> <div style="width: 55%;"> </div> </div>

6	<p>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?</p> <p><i>not the last 5 years - working too much</i> <i>Variance spec</i> <i>Board 2001, 2002 P&Z & Transportation (Chair)</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>Somewhat familiar - have not not looked @ it recently.</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 issues</i></p>
10	<p>Currently, a few boards or commissions are “live streaming” their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you’re applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p><i>No issues</i></p>
11	<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>
12	<p>Do you have any questions for the interview panel?</p> <p><i>Good questions</i></p>

Notes:

LOS ALAMOS

County Manager's Office BOARD & COMMISSION INTERVIEW QUESTIONS

Dan Morgan
Applicant's Name

Library
Board or Commission

Dan Izraelitz
Interviewer Name

9/19/19 5:30 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	<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>Grew up in NY. Navy Air Traffic controller. Moved to S.F. & IT manager locally. Self-employed for 12 years. Now at DART/LANE. Two sons, and LA since 1998. Worked for publisher of art books and reseller. How to encourage youth to come to library. Reach out to youth more, little wild under their thumb.</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>Housing for county.</p>
3	<p>How do you perceive the role of County Boards and Commissions in local government?</p> <p>Getting citizens involved in govt. Be a conduit to the public. Interface between public and Council.</p>
4	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p>Listening is important. How to support or disagree without insult or turn people off.</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>Have some mingling with staff</p>

6	<p>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?</p> <p>P&Z 2001-2002. (a long time) + chair of T-board (again more than 5 years ago) Too busy lately.</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>Somewhat familiar with prior involvement. Serve at pleasure of Council.</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>Currently, a few boards or commissions are “live streaming” their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you’re applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p>No.</p>
11	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p>
12	<p>Do you have any questions for the interview panel?</p>

Notes:



County Manager's Office
BOARD & COMMISSION INTERVIEW QUESTIONS

Dan Morgan
Applicant's Name

Library
Board or Commission

Eileen Sullivan
Interviewer Name

9/19/19
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>Grew up in NY. Navy air traffic control. IT business. IT contractor lab, started own business. Works at lab. In LA since 1998. Background in books. Publisher of art books.</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>1) Housing</u> <u>2) Looked at past agendas + minutes, how are we encouraging youth to come in</u>
3	How do you perceive the role of County Boards and Commissions in local government? <u>Getting people interested in various parts of county involved. Previous city board experience. recognized as someone can help. Interface between public + read.</u>
4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? <u>Listening. Ability to support + disagree in way that doesn't insult or turn them off. Takes a while to understand. + council.</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>Is there a role for that?</u> <u>Is there mingling.</u> <u>Would be nice to have event to meet staff.</u>

6	<p>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?</p> <p>Not in last 5 years. Was on P+Z, Variance board 20 2001, 2002. chair of T board, + chair of Variance board. Good successes w/ T-board.</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>Somewhat</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>Currently, a few boards or commissions are “live streaming” their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you’re applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p>No</p>
11	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p>
12	<p>Do you have any questions for the interview panel?</p>

Notes:

General Information

All County Board and Commission members must be residents of Los Alamos County. Lodgers' Tax Advisory Board members, except the at-large community member, do not need to be residents if they are employed/represent an attraction or hotel.

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.

Profile

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.

Rebecca

First Name

M

Middle Initial

Rodriguez

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

How did you learn of this Board/Commission vacancy?

Friends/Online

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.)

Library Board

Interests & Experiences

Which Boards would you like to apply for?

Library: Appointed

Why would you like to serve on this particular Board or Commission?

The library is an important part of our community. As a former public school teacher and current homeschooling mother, the library plays a large part in my week. I often look at the library for events, materials, and classes my student or myself can use to help us with our educational journey.

What volunteer or professional activities have you participated in that could apply to this appointment?

Teaching in a high school and helping around the community with literacy education.

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.)

Continuing working with the current availability of children's programs. I'd also like to expand programs for our teens and seniors in the community.

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.

Yes. My term is currently up for reappointment.

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

LOS ALAMOS

County Manager's Office BOARD & COMMISSION INTERVIEW QUESTIONS FOR B&C MEMBERS APPLYING FOR A SECOND TERM

Becca Rodriguez
Applicant's Name

Library
Board or Commission

Jenn Baker
Interviewer Name

9/19/19 4:30
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>Since you are re-applying for this position, you must feel that the Board or Commission actions are worthwhile. What do you consider to be the positive aspects of the position? The negative?</p> <p><i>Manager's Reports- Comments- Public input</i></p> <p><i>No negatives - work well together</i></p>
2	<p>What has the Board or Commission accomplished during your term? What have you been able to contribute to the accomplishments that you are pleased with?</p> <p><i>Art in Public Places - Kite - installation -</i></p> <p><i>Bring a lot of Beauty -</i></p> <p><i>Policies & Procedures - work plan - together</i></p>
3	<p>What do you believe are the greatest issues facing the Board or Commission for which you've applied and how do you feel this Board or Commission can contribute to the resolution of these issues?</p> <p><small>[Note to interview panel: If the answer to this question appears to be off base with Council's goals or directives, please explore a little more.]</small></p> <p><i>interact w/ community - celebrate Diversity -</i></p> <p><i>Engage Middle school more - bring them to the library - celebrate them & make them feel wanted</i></p>
4	<p>Now that you've served on this board or commission, how do you perceive the role of County Boards and Commissions in local government? Do you have suggestions for better operation of this board or commission? Of operations of the Board and Commission system in general?</p> <p><i>More patrons / people of the public come in and give input - get more involvement.</i></p>

5	<p>Based on your experience serving on this board or commission, please share your thoughts on the communication methods between this Board and Council? How can we improve?</p> <p>Communication great Admin support - ✓ - More councilors - rotations - see other board Rotate a new one in every 3rd Meeting</p>
6	<p>Have you attended any training sessions related to your duties and responsibilities as a board member? Is there any training that you feel the County could provide to improve the effectiveness or efficiency of the board or commission system, as a whole, or of board or commission members individually?</p> <p>ethics Parliamentary procedure - training Lodging tax Joint sessions Networking w/ other board members</p>
7	<p>What suggestions/comments would you like to offer in connection with your Board or Commission service so far?</p> <p>Farmer's market was great! Renovation communication - patron communication - get them to attend. - New date on for meetings Mondays and Tuesdays</p>
8	<p>The purpose of this question is to make sure you are 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 continue serving on this Board?</p> <p>No, she understands</p>
9	<p>If this board decides (or is required) to "live stream" their meeting, will this be a deterrent to your willingness to continue serving on the board?</p> <p>NO</p>
10	<p>Do you have any questions of the interview panel?</p> <p>no questions</p>
11	<p>[Interview panel: Ask questions you think necessary for clarification of the answers this applicant provided on their application form or during this interview.]</p>

Notes

Thank the applicant for their feedback on the B&C system, and their willingness to continue serving as a Board or Commission member.



County Manager's Office
BOARD & COMMISSION INTERVIEW QUESTIONS
FOR B&C MEMBERS APPLYING FOR A SECOND TERM

Rebecca Rodriguez
Applicant's Name

Library
Board or Commission

Eileen Sullivan
Interviewer Name

9/19/19
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>Since you are re-applying for this position, you must feel that the Board or Commission actions are worthwhile. What do you consider to be the positive aspects of the position? The negative?</p> <p>+ - seeing how library interacting w/ patrons patron comment cards appreciated - No neg. work well together + share backgrounds.</p>
2	<p>What has the Board or Commission accomplished during your term? What have you been able to contribute to the accomplishments that you are pleased with?</p> <p>Really liked working w/ APPB board + getting kites installed at WR library. policy + procedures, work plans. children's section, aware of needs how to work on</p>
3	<p>What do you believe are the greatest issues facing the Board or Commission for which you've applied and how do you feel this Board or Commission can contribute to the resolution of these issues?</p> <p>[Note to interview panel: If the answer to this question appears to be off base with Council's goals or directives, please explore a little more.]</p> <p>Figuring out how to interact w/ community + how to address celebrate diversity + reach out to teens + give them purpose. To feel needed + wanted.</p>
4	<p>Now that you've served on this board or commission, how do you perceive the role of County Boards and Commissions in local government? Do you have suggestions for better operation of this board or commission? Of operations of the Board and Commission system in general?</p> <p>More detailed than realized, policy + procedure. More ^{would like} public input would be great to have more public attend. Don't know how to change that except outreach.</p>

5	<p>Based on your experience serving on this board or commission, please share your thoughts on the communication methods between this Board and Council? How can we improve?</p> <p>As board communication is really good. Admin great. Eva does great job with minutes, agendas. Would like to have more council input (councilors could rotate through?)</p>
6	<p>Have you attended any training sessions related to your duties and responsibilities as a board member? Is there any training that you feel the County could provide to improve the effectiveness or efficiency of the board or commission system, as a whole, or of board or commission members individually?</p> <p>Great training would be parliamentary procedure. Ethics trng. attended. Trng on how to work across boards.</p>
7	<p>What suggestions/comments would you like to offer in connection with your Board or Commission service so far?</p> <p>Really likes doing Farmers market, helped with renovation + getting information out. More ideas for reaching out to community. Mondays difficult evening for many.</p>
8	<p>The purpose of this question is to make sure you are 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 continue serving on this Board?</p> <p>No</p>
9	<p>If this board decides (or is required) to "live stream" their meeting, will this be a deterrent to your willingness to continue serving on the board?</p> <p>No</p>
10	<p>Do you have any questions of the interview panel?</p>
11	<p>[Interview panel: Ask questions you think necessary for clarification of the answers this applicant provided on their application form or during this interview.]</p>

Notes

Thank the applicant for their feedback on the B&C system, and their willingness to continue serving as a Board or Commission member.

LOS ALAMOS

County Manager's Office BOARD & COMMISSION INTERVIEW QUESTIONS FOR B&C MEMBERS APPLYING FOR A SECOND TERM

Rebecca Rodriguez
Applicant's Name

Library
Board or Commission

David Izraelentz
Interviewer Name

9/19/19 4:30pm
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>Since you are re-applying for this position, you must feel that the Board or Commission actions are worthwhile. What do you consider to be the positive aspects of the position? The negative?</p> <p>Positive - Seeing how librarian interact w/ public. Heavy director report. No negatives - feel we work well together.</p>
2	<p>What has the Board or Commission accomplished during your term? What have you been able to contribute to the accomplishments that you are pleased with?</p> <p>Liked work with APP board & kite project. Worked on policies & procedures plan. More attention to the children's section.</p>
3	<p>What do you believe are the greatest issues facing the Board or Commission for which you've applied and how do you feel this Board or Commission can contribute to the resolution of these issues?</p> <p>[Note to interview panel: If the answer to this question appears to be off base with Council's goals or directives, please explore a little more.]</p> <p>How to interact interact with the community & celebrate the diversity. How to reach kids who are too young to go to the Teen Center. How to provide a purpose for this population.</p>
4	<p>Now that you've served on this board or commission, how do you perceive the role of County Boards and Commissions in local government? Do you have suggestions for better operation of this board or commission? Of operations of the Board and Commission system in general?</p> <p>Perceive boards to be more detailed than I thought. How would like to have more public attend & provide public comment.</p>

5	Based on your experience serving on this board or commission, please share your thoughts on the communication methods between this Board and Council? How can we improve? <i>Admin part of communications is great. Can we meet other councilors?</i>
6	Have you attended any training sessions related to your duties and responsibilities as a board member? Is there any training that you feel the County could provide to improve the effectiveness or efficiency of the board or commission system, as a whole, or of board or commission members individually? <i>Would be good to have training on parliamentary procedures. Either training. How to work across boards.</i>
7	What suggestions/comments would you like to offer in connection with your Board or Commission service so far? <i>Lilad Bodoing the Farmers Market. Helped a lot with the closure. Get the word out to patrons. Monday nights are hard.</i>
8	The purpose of this question is to make sure you are 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 continue serving on this Board? <i>No.</i>
9	If this board decides (or is required) to "live stream" their meeting, will this be a deterrent to your willingness to continue serving on the board? <i>No.</i>
10	Do you have any questions of the interview panel?
11	[Interview panel: Ask questions you think necessary for clarification of the answers this applicant provided on their application form or during this interview.]

Notes

Thank the applicant for their feedback on the B&C system, and their willingness to continue serving as a Board or Commission member.