



County of Los Alamos

Los Alamos, NM 87544
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Minutes

County Council – Regular Session

***Denise Derkacs, Council Chair, Theresa Cull, Council Vice-Chair,
Melanee Hand, Suzie Havemann, Keith Lepsch, David Reagor, and Randall Ryti
Councilors***

* Note – These minutes are **not the official minutes** and are subject to approval by the County Council.

Tuesday, March 28, 2023

6:00 PM

Council Chambers – 1000 Central Avenue
TELEVISED

1. OPENING/ROLL CALL

The Council Chair, Denise Derkacs, called the meeting to order at 6:07 p.m.

Council Chair Derkacs made opening remarks regarding the procedure of the meeting.

Ms. Anne Laurent, Deputy County Manager, listed the county employees in attendance via zoom.

The following Councilors were in attendance:

Present: 6 - Councilor Derkacs, Councilor Cull, Councilor Havemann, Councilor Lepsch,
Councilor Reagor, and Councilor Ryti

Remote: 1 - Councilor Hand

2. PLEDGE OF ALLEGIANCE

Led by: All.

3. STATEMENT REGARDING CLOSED SESSION

Councilor Lepsch, read the following statement to be included in the minutes: "The matters discussed in the closed session of County Council held on March 28, 2023 that began 4:30 p.m. were limited only to those topics specified in the notice of the closed session, and no action was taken on any matter in the closed session. We request that this statement be included in the meeting minutes."

4. PUBLIC COMMENT

Ms. Cat Ozment, thanked Council for the Nuisance Code Implementation Review Task Force and provided input.
Ms. Ariel Perraglio, New Mexico Game and Fish, commented on feeding wildlife in Los Alamos.

5. APPROVAL OF AGENDA

Councilor Derkacs requested item 8.C. and 8.D. be removed from the Consent Agenda and added under Business. There were no objections.

A motion was made by Councilor Ryti, seconded by Councilor Reagor, that Council approve the agenda as amended.

The motion passed with the following vote:

Yes: 7 – Councilor Derkacs, Councilor Cull, Councilor Hand, Councilor Havemann, Councilor Lepsch, Councilor Reagor, and Councilor Ryti

6. PRESENTATIONS, PROCLAMATIONS, AND RECOGNITIONS

A. Recognition of the Honorable Pat A. Casados, Former Magistrate Judge

Councilor Cull recognized the Honorable Pat A. Casados.

Ms. Pat A. Casados, Former Magistrate Judge, spoke.

No action taken.

B. Proclamation declaring Wednesday, March 29, 2023 as "Vietnam War Veterans' Day" in Los Alamos County

Councilor Reagor read and presented the proclamation to Linda Alt.

Mr. Linda Alt, Chapter Regent, Valle Grande Chapter, National Society of Daughters of the American Revolution, spoke.

No action taken.

C. Recognition of Chief Financial Officer Helen Perraglio, Recipient of the 2023 Local Government Leadership Award

Councilor Ryti recognized Helen Perraglio.

Ms. Helen Perraglio, Chief Financial Officer, spoke.

No action taken.

7. PUBLIC COMMENT FOR ITEMS ON CONSENT AGENDA

None.

8. CONSENT AGENDA

Consent Motion:

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

A. Approval of County Council Minutes for the March 7, 2023 Regular Session and the March 14, 2023 Work Session

I move that Council approve the County Council Minutes for the March 7, 2023 Regular Session as amended and the March 14, 2023 Work Session.

- B. Approval of Amendment No. 1 to Services Agreement No. AGR23-18 with Gardner Zemke Company for the Replacement of the Abiquiu Hydroelectric Plant Transformer

I move that Council approve Amendment No. 1 to Services Agreement No. AGR23-18 with Gardner Zemke in the amount of \$460,093.00, plus applicable gross receipts tax, for the purpose of the Replacement of the Abiquiu Hydroelectric Plant Transformer.

- C. Grant of Waiver from Any Potential, Actual, or Perceived Conflict of Interest of Deputy Chief Financial Officer Melissa Dadzie for the Purpose of Los Alamos County Obtaining Procurement Consulting Services from Ahmed Dadzie as part of a Multiple Award Contract, in an Aggregate Not to Exceed Amount of \$500,000.

Item moved to Business.

- D. Approval of Agreements AGR23-46a to Ahmed Dadzie, AGR23-46b to Civic Initiatives, LLC., AGR23-46c to Calyptus Consulting Group Inc., and AGR23-46d The Bid Lab, LLC., for Professional Procurement Consulting Services in an Amount Not to Exceed \$500,000.00 Combined for All Four Agreements, Plus Applicable Gross Receipts Tax, and the associated Budget Revision 2023-36.

Item moved to Business.

- E. Award of Bid No. IFB23-44 for the Purpose of Barranca Mesa Tank #2 Repainting Project with TMI Coatings, Inc.

I move that Council approve the Award of Bid No. IFB23-44 for the Purpose of Barranca Mesa Tank #2 Repainting Project with TMI Coatings, Inc. in the Amount of \$1,390,470 and a contingency in the amount of \$210,000, for a total of \$1,600,470, plus Applicable Gross Receipts Tax.

- F. Board/Commission Appointment (s) - Transportation Board

I move that Council reappoint Matt Heavner and Georgia Strickfaden to fill two vacancies on the Transportation Board that will expire on February 28, 2025.

- G. Approval of Amendment No. 1 to Service Agreement No. AGR 21-45 with Mullen Heller Architecture, PC for Additional Design Services and a Revised Amount of \$400,000 plus applicable Gross Receipts Tax for WAC Design and Historic Registration Services; and Related Budget Revision 2023-34 in the amount of \$50,000

I move that Council approve Amendment No. 1 to Services Agreement No. AGR 21-45 with Mullen Heller Architecture, PC for Additional Design Services and a Revised Amount of \$400,000 plus applicable Gross Receipts Tax for WAC Design and Historic Registration Services.

I further move that Council approve related Budget Revision 2023-34 in the amount of \$50,000 and that it be included in the minutes as an attachment.

- H. Approval of Routine Budget Adjustments to include an increase to the White Rock Expanded Recreational and Community Spaces Project and a Grant Received from the NM Department of Tourism

I move that Council approve the Budget Adjustment 2023-28 as Presented.

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

I move that Council reappoint James Wernicke and Stephanie Haaser to fill two vacancies on the Personnel Board that will expire on March 31, 2026.

I further move Council acknowledge that James Wernicke intends to continue serving on the Parks and Recreation Board while serving on the Personnel Board, Council finds these two positions not incompatible, Council approves of him serving concurrently on both boards, and hereby reappoints James Wernicke to the Personnel Board.

I further move Council acknowledge that Stephanie Haaser intends to continue serving on the Art in Public Places Board while serving on the Personnel Board, Council finds these two positions not incompatible, Council approves of her serving concurrently on both boards, and hereby reappoints Stephanie Haaser to the Personnel Board.

J. Approval of Amendment No 4 to the TA-50 Waterline Relocation (Waterline Easement No. 9)

I move that Council approve Amendment No 4 to the TA-50 Waterline Relocation (Waterline Easement No. 9).

K. Board/Commission Appointment -Historic Preservation Advisory Board

I nominate Elizabeth Martineau to fill one vacancy on the Historic Preservation Advisory Board and move that Council appoint Ms. Martineau to a term beginning May 01, 2023 and ending April 30, 2026.

L. Approval of Amendment No. 4 to AGR 16-057a Novation from Wood Environment & Infrastructure Solutions, Inc. for On Call Geotechnical and Testing Services

I move that Council approve Amendment No. 4 to AGR 16-057a Novation from Wood Environment & Infrastructure Solutions, Inc. for On Call Geotechnical and Testing Services.

Approval of Consent Agenda:

The motion passed with the following vote:

Yes: 7 – Councilor Derkacs, Councilor Cull, Councilor Hand, Councilor Havemann, Councilor Lepsch, Councilor Reagor, and Councilor Ryti

9. PUBLIC HEARING(S)

A. Incorporated County of Los Alamos Code Ordinance No. 02-340; an Ordinance Amending Chapter 40, Article III, Sections 40-151, and 40-152 of the Code of the Incorporated County of Los Alamos Pertaining to Gas Service Rates

Mr. Philo Shelton, Utilities Manager, Presented.

Ms. Heather Garcia, Business Operations Manager, presented.

Mr. Alvin Leaphart, County Attorney, spoke.

Mr. Steven Lynne, County Manager, spoke.

Public Comment:

None.

A motion was made by Councilor Ryti, seconded by Councilor Cull, that Council adopt Incorporated County of Los Alamos Code Ordinance No. 02-340; an Ordinance Amending Chapter 40, Article III, Sections 40-151, and 40-152 of the Code of the Incorporated County of Los Alamos Pertaining to Gas Service Rate Schedule, and asked staff to assure that it is published in summary form.

The motion passed with the following vote:

Yes: 6 – Councilor Derkacs, Councilor Cull, Councilor Hand, Councilor Havemann, Councilor Lepsch, and Councilor Ryti

No: 1 – Councilor Reagor

10. BUSINESS

Consent Item 8.C.

Grant of Waiver from Any Potential, Actual, or Perceived Conflict of Interest of Deputy Chief Financial Officer Melissa Dadzie for the Purpose of Los Alamos County Obtaining Procurement Consulting Services from Ahmed Dadzie as part of a Multiple Award Contract, in an Aggregate Not to Exceed Amount of \$500,000

Ms. Anne Laurent, Deputy County Manager, spoke.

Ms. Annalisa Miranda, Chief Purchasing Officer, spoke.

Mr. Steven Lynne, County Manager, spoke.

Mr. Alvin Leaphart, County Attorney, spoke.

Public Comment:

None.

A motion was made by Councilor Cull, seconded by Councilor Lepsch, that Council move, pursuant to County Ordinance §31-285 and §10-16-7, NMSA 1978, that Council grant a waiver from any potential, actual, or perceived conflict of interest of Melissa Dadzie who is related to Ahmed Dadzie so the County can procure services from Ahmed Dadzie. As grounds for this motion, Council finds:

1. The County solicited for Procurement Consulting Services via a competitively solicited Request for Proposals (RFP) through RFP23-46.
2. Prior to Ahmed Dadzie submitting his proposal to RFP23-46, Melissa Dadzie disclosed her spousal relationship and his response to the RFP to her supervisor, Chief Financial Officer Helen Perraglio and to the Chief Purchasing Officer Annalisa Miranda.
3. Ahmed Dadzie is a responsible offeror and potential Awardee of an Agreement as a result of the evaluation of the response received.
4. Melissa Dadzie has recused herself from any involvement in the solicitation, and from any future involvement in the management of the Agreement, if so awarded to Ahmed Dadzie, including the review of any invoices related to an awarded Agreement.
5. The award of the Procurement Consulting Services Agreement(s) is in the best interest of the County.

The motion passed with the following vote:

Yes: 7 – Councilor Derkacs, Councilor Cull, Councilor Hand, Councilor Havemann, Councilor Lepsch, Councilor Reagor, and Councilor Ryti

Consent Item 8.D.

Approval of Agreements AGR23-46a to Ahmed Dadzie, AGR23-46b to Civic Initiatives, LLC., AGR23-46c to Calyptus Consulting Group Inc., and AGR23-46d The Bid Lab, LLC., for Professional Procurement Consulting Services in an Amount Not to Exceed \$500,000.00 Combined for All Four Agreements, Plus Applicable Gross Receipts Tax, and the associated Budget Revision 2023-36

Public Comment:

None.

A motion was made by Councilor Ryti, seconded by Councilor Cull, that Council approve Agreements AGR23-46a to Ahmed Dadzie, AGR23-46b to Civic Initiatives, LLC., AGR23-46c to Calyptus Consulting Group Inc., and AGR23-46d The Bid Lab, LLC., for Professional Procurement Consulting Services in an Amount Not to Exceed \$500,000.00 Combined for All Four Agreements, Plus Applicable Gross Receipts, and the associated Budget Revision 2023-36 as summarized on Attachment A and that the attachment be made a part of the minutes of this meeting.

The motion passed with the following vote:

Yes: 7 – Councilor Derkacs, Councilor Cull, Councilor Hand, Councilor Havemann, Councilor Lepsch, Councilor Reagor, and Councilor Ryti

RECESS

Councilor Derkacs called for a recess at 7:40 p.m. The meeting reconvened at 7:50 p.m.

A. Presentation and Possible Approval of the Community Services Department Integrated Master Plan

Mr. Cory Styron, Community Services Director, presented.

Mr. Pat O'Toole, Manager, Project Manager, BerryDunn, presented.

Mr. Steven Lynne, County Manager, spoke.

Public Comment:

Mr. David Hampton spoke.

Mr. Jared Dreicer spoke.

A motion was made by Councilor Hand, seconded by Councilor Cull, that Council approve the Community Services Department Integrated Master Plan.

Councilor Ryti offered the following Friendly Amendment to the Motion: to add additional reviews by the Environmental Sustainability Board. It was not accepted.

The motion passed with the following vote:

Yes: 6 – Councilor Derkacs, Councilor Cull, Councilor Hand, Councilor Havemann, Councilor Lepsch, and Councilor Reagor

No: 1 – Councilor Ryti

11. COUNCIL BUSINESS

A. General Council Business

- 1) Report out on Nuisance Code and Security Clearance Concern

Councilor Derkacs spoke.

No action taken.

B. Appointments

- 1) Board/Commission Appointment(s) - Nuisance Code Implementation Review Task Force

Councilor Cull spoke.

Public Comment:

None.

A motion was made by Councilor Cull, seconded by Councilor Ryti, to nominate John Bloodwood, Robert Day, Philip Gursky, David Hanson, Robert Visel, Aaron Walker, and Kyle Wheeler to fill five (5) positions on the Nuisance Code Implementation Review Task Force and moved that Council appoint five (5) to the vacant position(s) as follows:

By roll call vote, Councilors vote for five (5) nominees and the five (5) with the highest vote total of four or more be appointed to fill terms beginning on April 3, 2023 and ending on April 2, 2024.

Councilor Derkacs called for a roll call vote to appoint members to the Nuisance Code Implementation Review Task Force.

Councilors Derkacs, Cull, Hand, Lepsch, Reagor, and Ryti voted for:
John Bloodwood

Councilors Derkacs, Cull, Hand, Havemann, Lepsch, Reagor, and Ryti
voted for:
Robert Day

Councilors Derkacs, Hand, Havemann, Lepsch, Reagor, and Ryti voted for:
Philip Gursky

Councilors Derkacs, Cull, Hand, Havemann, and Lepsch voted for:
David Hanson

Councilors Cull, Havemann, Reagor, and Ryti voted for:
Aaron Walker

Councilors Derkacs, Cull, Hand, Havemann, Lepsch, and Ryti voted for:
Kyle Wheeler

After a roll call vote, Mr. John Bloodwood, Mr. Robert Day, Mr. Philip Gursky, Mr. David Hanson, and Mr. Kyle Wheeler were appointed to the Nuisance Code Implementation Review Task Force

2) Board/Commission Appointments - Lodgers' Tax Advisory Board

Councilor Ryti spoke.

Public Comment:

None.

A motion was made by Councilor Ryti, seconded by Councilor Lepsh, that Council nominate and appoint Michael Wheeler to fill one (1) Tourism Business vacancy on the Lodgers' Tax Advisory Board for the vacant term beginning on December 2, 2022 and ending on December 1, 2025.

He further, nominated Matthew Allen, Dana Even, and Trevor Shuman to fill the two (2) Lodging representative vacancies on the Lodgers' Tax Advisory Board and move that Council appoint two (2) nominees to the vacant positions 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 December 2, 2022 and ending on December 1, 2025.

The motion passed with the following vote:

Yes: 7 – Councilor Derkacs, Councilor Cull, Councilor Hand, Councilor Havemann, Councilor Lepsch, Councilor Reagor, and Councilor Ryti

Councilor Derkacs called for a roll call vote to appoint members to the Lodgers' Tax Advisory Board:

Councilors Derkacs, Cull, Hand, Havemann, Lepsch, Reagor, and Ryti
voted for:
Matthew Allen

Councilors Derkacs, Cull, Hand, Havemann, Lepsch, Reagor, and Ryti
voted for:
Trevor Shuman

After a roll call vote, Mr. Matthew Allen and Mr. Trevor Shuman were appointed to the Lodgers' Tax Advisory Board.

C. Board, Commission and Committee Vacancy Report

No Report.

D. Board, Commission, and Committee Liaison Reports

Councilor Lepsch reported on the Transportation Board and County Health Council.

Councilor Reagor reported on the Arts in Public Places Board.

Councilor Hand reported on the Planning and Zoning Board.

Councilor Havemann reported on the Environmental Sustainability Board meeting.

Councilor Ryti reported on the Technical Working Group, the Board and Commission luncheon, the Energy Communities Alliance and National Nuclear Security Administration meeting, and the Coalition of Sustainability New Mexico meeting.

E. County Manager's Report

1) County Managers Report for February 2023

Mr. Steve Lynne, County Manager, reported on the DP Road project, recognition of Ty Ryburn, Los Alamos Fire Department and Los Alamos Police Department who participated in Broomball that helped raise over \$5,000.00, the bond rating increase, and provided a preview of upcoming budget meeting items.

F. COVID-19 Situational Report

No report.

G. Council Chair Report

Chair Derkacs reported on the weekly meeting with the County Manager, the biweekly meeting with the County Attorney, the weekly agenda setting meeting, the Los Alamos County Day at the State Legislator, the State Legislator meeting, the EM Strategic Planning session, the Joint Los Alamos County/Los Alamos Public Schools/UNM-LA meeting, and the Chambers Legislative breakfast with Representative Chandler and Senator Jaramillo.

H. Approval of Councilor Expenses

None.

I. Preview of Upcoming Agenda Items

1) Tickler Report of Upcoming Agenda Items

Chair Derkacs highlighted upcoming items.

Councilor Ryti requested a discussion related to the Animal and Wildlife Code and a discussion with Triad and Triad Contractors regarding the use of office space, requesting both items be placed on an upcoming agenda.

12. COUNCILOR COMMENTS

Councilor Reagor commented on the Nuisance Code.

13. PUBLIC COMMENT

Ms. Addie Jacobson requested the name of Jared Dreicer.

Mr. John Bloodwood commented on the Nuisance Code and the utility bill credit card transaction fee.

14. **ADJOURNMENT**

The meeting adjourned at 9:53 p.m.

INCORPORATED COUNTY OF LOS ALAMOS

Denise Derkacs, Council Chair

Attest:

Naomi D. Maestas, County Clerk

Meeting Transcribed by: Victoria Montoya, Sr. Deputy Clerk

8. CONSENT AGENDA

- A. 17229-23** Approval of County Council Minutes for March 7, 2023 Regular Session and the March 14, 2023 Work Session

REVISED

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.

The following corrections were made to the March 7, 2023 Meeting Minutes Item 9.B.

- B. Discussion and Possible Action Regarding the Pajarito Mountain Fire Protection Project (formerly known as the Camp May Waterline)**

A motion was made by Councilor Havemann, seconded by Councilor Hand, that Council approve the Term Sheet in Attachment A for the Jemez Mountain Fire Protection Project and direct the County Manager to execute the Term Sheet; she further moved that the Council authorize the County Manager to proceed with negotiating the agreements specified in the Term Sheet, and to pursue and apply for grant funding for this project.

Councilor Hand offered the following FRIENDLY AMENDMENT to the motion: that Council consider **putting adding** language in the motion that says; with the consideration of conserving water usage **in an** and electrical capacity for only critical activities for functioning of Camp May and Pajarito Mountain facilities. It was not accepted.

The motion passed with the following vote:

Yes: 7 – Councilor Derkacs, Councilor Cull, Councilor Hand, Councilor Havemann,
Councilor Lepsch, Councilor Reagor, and Councilor Rytí



**INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT**

This **SERVICES 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 **Ahmed Dadzie**, a New Mexico sole proprietor ("Contractor"), to be effective for all purposes March 29, 2023 ("Effective Date").

WHEREAS, the County Purchasing Officer 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. 23-46 ("RFP") on October 28, 2022, requesting proposals for a qualified independent contractor or contractors, ("Contractor(s)") to provide professional procurement consulting services, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated November 19, 2022 ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was one (1) of four (4) successful Offerors for the services listed in the RFP; and

WHEREAS, the County Council, as part of a multiple-source award, approved this Agreement, AGR23-46b, AGR23-46c, and AGR23-46d, at a public meeting held on March 28, 2023; and

WHEREAS, the aggregate compensation between this Agreement and Agreements AGR23-46b, AGR23-46c, and AGR23-46d are not to exceed the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), excluding New Mexico gross receipts taxes ("NMGRT"); 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. SERVICES:

1. GENERALLY

- a. As requested by County, Contractor shall provide professional procurement services and subject matter expertise to County at the request of County's Chief Purchasing Officer or designee, upon execution of an Approved Task Order ("Services"). All Services shall be performed remotely.
- b. Contractor shall prepare and produce procurement documents in conformance with the County's Procurement Code, and all other applicable laws, ordinances, regulations, policies, and County formats.
- c. Contractor shall provide all necessary qualified personnel, equipment, supplies, phone and internet access required to perform the Services. Contractor shall provide Services in conformance with applicable County Information Management Technology requirements.

- d. Services, as requested by County and in accordance with the schedule provided by County, include, but are not limited to the following:
 - i. Contractor shall perform competitive sourcing of various goods, services, and construction by developing, writing, preparing and issuing formal solicitation documents, including Request for Proposal (“RFP”), Invitations for Bid (“IFB”) and Request for Qualifications/Interest (“RFQ”/“RFI”).
 - ii. Contractor shall assist County Procurement staff and department stakeholders with the development of statements of work and scopes of work.
 - iii. Contractor shall assist County Procurement staff and department stakeholders with analysis and evaluation of bids and proposals received, including but not limited to:
 - 1. Perform an initial review to determine whether responses are generally responsive and responsible;
 - 2. Document any items which may make the responses non-responsive and provide the list to the County Evaluation Committee and County Procurement staff;
 - iv. Contractor shall draft contracts and contract amendments in a form acceptable to the Office of the County Attorney, either as the result of the award of a competitive solicitation, or as a result of another procurement mechanism, such as cooperative procurement.
 - v. Contractor shall review contract documents from prospective contractors and recommend revisions in conformance with County Procurement Code and other applicable County requirements.
 - vi. Should the Office of the County Attorney make recommended edits, Contractor shall make the necessary edits to address the comments, questions and edits from the Office of the County Attorney, in consultation with County Procurement staff, and resubmit the revised draft.

2. DELIVERABLES

- a. Contractor will deliver all items described in each Approved Task Order as deliverables in the manner and time detailed in the Approved Task Order.
- b. As requested by County, Contractor shall ensure both inter- and intra-departmental reviews of each submittal, as well as ensure proper grammar and spelling of all documents and deliverables. Contractor shall provide County complete and thorough deliverables which accurately reflect an understanding of the business and technical requirements of the specific procurement. Deliverables shall also reflect a sufficient understanding of laws, regulations and ordinances applicable to the specific procurement.
- c. As requested by County, Contractor shall provide County complete and accurate solicitation documents ready for issue to potential bidders or offerors, in conformance with County policies and procedures.
- d. Subsequent to the County Evaluation Committee’s selection, and as requested by County, Contractor shall provide complete and accurate contract documents ready for;
 - i. Review and approval by Office of the County Attorney;
 - ii. Review and approval by selected contractor; and
 - iii. Execution by the County and the successful bidder or offeror.

3. TASK ORDER PROCESS

- a. All Services shall be performed by Task Order. County shall make reasonable efforts to generally provide at least two (2) business days' notice to Contractor for the Services required under any Task Order. The Task Order shall be priced by Contractor on a regular five (5) day schedule, Monday through Friday, forty (40) hours per week, unless otherwise agreed by both Parties.
- b. County's Project Manager shall request the Services of Contractor for individual or multiple projects through a written request for quote(s). Each written request for quote(s) shall identify the work and Services to be performed and a timeline for completion. A written request for a quote(s) may be as detailed as County finds necessary to assure appropriate oversight of the services to be performed. A sample Task Order is provided in Exhibit "D," attached hereto and made a part hereof for all purposes.
- c. Upon the County's issuance of a written request for quote(s), Contractor shall provide a written, itemized quote for the task(s), work, and/or Services requested by Project Manager ("Quote"). The Quote shall provide, in writing, the proposed material costs, labor hours, and labor type necessary to complete the Task Order. Cost shall conform to the rates described in Exhibit "A," attached hereto and made a part hereof for all purposes, as a not-to-exceed fixed price. Any proposed progress billing and payment shall be provided by Contractor in the Quote and is subject to approval by Project Manager. Preparation and work performed to prepare Quotes shall be considered incidental to the awarded Task Order and not compensable.
- d. If Contractor's Quote is signed by Contractor and acceptable to County, Project Manager shall provide Contractor with written approval ("Approved Task Order"). After receipt of the Approved Task Order, County and Contractor shall schedule the Services. Contractor is authorized to begin work only upon receipt of the Approved Task Order.
- e. The Approved Task Order shall be adjusted only upon the written agreement of the County after a finding that a change to the Approved Task Order is necessary and justifiable. Contractor's failure to reasonably estimate the cost of completing the Services in the first instance shall not be a justification for modifying the Approved Task Order. Modifications to the maximum amount for the Approved Task Order shall be agreed upon by County prior to Contractor continuing the performance of Services. In no event shall the total of the maximum amount for all Approved Task Orders exceed the maximum aggregate amount of compensation set forth herein unless modified in writing by the parties. Unanticipated events shall not form the basis for additional compensation to Contractor.
- f. Contractor must take any and all actions to timely complete the Services agreed to in the Approved Task Order.
- g. This Agreement shall not provide Contractor with a guarantee that County will accept Contractor's Quotes or award Contractor Approved Task Orders. County reserves the right, at its sole discretion, to separately quote or bid any project. County's issuance of a written request for quote(s) is not a guarantee of work to Contractor. County, at its

sole discretion, shall determine when Contractor's Services are required and shall issue written request for quote(s) as needed.

- h. Contractor may be required to attend Council and other public meetings. County shall identify the meetings in the written request for quote(s) and Contractor shall include the costs for attendance, based on the hourly rates identified in Exhibit "A." In the event that it is determined after issuance of the Approved Task Order that meeting attendance is required, County shall inform Contractor of such, and Contractor shall bill the County accordingly, based on the hourly rates identified in Exhibit "A."

SECTION B. TERM: The term of this Agreement shall commence March 29, 2023 and shall continue through March 28, 2026, unless sooner terminated, as provided herein. At County's sole option, the County Manager may renew this Agreement for up to four (4) consecutive one-year period(s), unless sooner terminated, as provided therein.

SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in accordance with the Rate Schedule set out in Exhibit "A." Compensation for all Agreements (AGR23-46a, AGR23-46b, AGR23-46c, and AGR23-46d) and Approved Task Orders under this Agreement, shall not exceed a combined total of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) over the entire Term of this Agreement and which amount does not include applicable New Mexico gross receipts taxes ("NMGR").
2. The Parties understand that County, at its sole discretion, may utilize the Services under this Agreement and Agreements AGR23-46b, AGR23-46c, and AGR23-46d, as specified herein, throughout the Term of the Agreements, in a manner that results in the need to amend the not-to-exceed compensation amount originally estimated by County and specified herein. The Parties agree that they will work in good faith to amend the not-to-exceed compensation amount, if applicable to accommodate the additional Services requested by County. Any increase to the not-to-exceed compensation amount provided herein, must be authorized by an Amendment to this Agreement, which must be approved by County Council. This provision shall not be construed to conflict with County's sole discretion to determine when Contractor's Services are required.
3. Individual Approved Task Orders that exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) shall also require County Council approval.
4. **Invoices.** Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, amount of any NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

SECTION D. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGR levied on the amounts payable under this Agreement.

SECTION E. 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 shall 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.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and shall maintain the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables, or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent, or other property right, and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

SECTION H. 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.

SECTION I. 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. County requires Certificates of Insurance, or other evidence acceptable to County, stating that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain 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.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
2. **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.

3. Automobile Liability Insurance for Contractor and its Employees: ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

SECTION J. 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. Within a reasonable time of County's request, Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County.

SECTION K. DUTY TO ABIDE: Contractor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement.

SECTION L. 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.

SECTION M. CHOICE OF LAW: The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

SECTION N. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION: County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

SECTION O. WAIVER OF JURY TRIAL: In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

SECTION P. INDEMNITY: Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor

or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.

SECTION Q. 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.

SECTION R. NON-ASSIGNMENT: Contractor shall not assign this Agreement or any privileges or obligations herein, and shall not novate this Agreement to another without the prior written consent of the County Manager.

SECTION S. 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.

SECTION T. 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 shall not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept, or agree to accept, a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION U. TERMINATION:

1. **Generally.** The County Manager may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination, and shall turn over to County originals of all materials prepared pursuant to this Agreement.
2. **Funding.** 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.

SECTION V. NOTICE: 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 three (3) days after deposit in the United States Mail:

County:

Deputy Chief Purchasing Officer
Incorporated County of Los Alamos
101 Camino Entrada, Building 3
Los Alamos, New Mexico 87544

Contractor:

Ahmed Dadzie
7 Sherry Lane
Española, NM 87532

With a copy to:

County Attorney's Office
1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544

SECTION W. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein, and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

SECTION X. NO IMPLIED WAIVERS: The failure of County to enforce any provision of this Agreement is not a waiver by County of the provisions, or of the right thereafter, to enforce any provision(s).

SECTION Y. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form is attached as Exhibit "B." Contractor must submit this form with this Agreement, if applicable.

SECTION AA. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION AB. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

SECTION AC. CONFIDENTIAL INFORMATION: 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 "C," attached hereto and made a part hereof for all purposes. The Confidential Information Disclosure Statement shall 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.

SECTION AD. NEGOTIATED TERMS: This Agreement reflects negotiated terms between the parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

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

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____
STEVEN LYNNE **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

AHMED DADZIE, A NEW MEXICO SOLE PROPRIETOR

BY: _____
NAME: AHMED DADZIE **DATE**
OWNER

**Exhibit “A”
Compensation Rate Schedule
AGR23-46a**

	<u>Year 1 - Hourly Rates</u>	<u>Year 2 - Hourly Rates</u>	<u>Year 3 - Hourly Rates</u>	<u>Year 4 - Hourly Rates</u>	<u>Year 5 - Hourly Rates</u>	<u>Year 6 - Hourly Rates</u>	<u>Year 7 - Hourly Rates</u>
Function	Remote/ Offsite	Remote/ Offsite	Remote/ Offsite	Remote/ Offsite	Remote/ Offsite	Remote/ Offsite	Remote/ Offsite
Draft RFP, IFB, RFI, Contracts and Amendments	\$45.00	\$47.00	\$50.00	\$53.00	\$55.00	\$57.00	\$60.00
Edit, Review, Proofread RFP, IFB, RFI, Contracts and Amendments	\$45.00	\$47.00	\$50.00	\$53.00	\$55.00	\$57.00	\$60.00
Consult or meet with County Procurement Team, County SME’s/Depar tment Stakeholders, County Attorney	\$45.00	\$47.00	\$50.00	\$53.00	\$55.00	\$57.00	\$60.00
Analyze and evaluate bids and proposals received	\$45.00	\$47.00	\$50.00	\$53.00	\$55.00	\$57.00	\$60.00
Assist County Procurement Team with the development of Statement of Work and Scope of Work	\$45.00	\$47.00	\$50.00	\$53.00	\$55.00	\$57.00	\$60.00

Attend Council meetings as required	\$35.00	\$37.00	\$40.00	\$43.00	\$45.00	\$47.00	\$50.00
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Exhibit "B"
CAMPAIGN CONTRIBUTION DISCLOSURE FORM
AGR23-46a

Any prospective contractor seeking to enter into a contract with the Incorporated County of Los Alamos must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds TWO HUNDRED FIFTY DOLLARS (\$250.00) over the two (2) year period.

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

The following definitions apply:

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

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

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

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of:
(a) a prospective contractor, if the prospective contractor is a natural person; or
(b) an owner of a prospective contractor.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following - COUNTY COUNCILORS: Theresa Cull; Denise Derkacs; Melanee Hand; Susie Havemann; Keith Lepsch; David Reagor; and Randal Ryti.)

Contribution Made By:			
Relation to Prospective Contractor:			
Name of Applicable Public Official:			
Contribution(s) Date(s)	Contribution Amount(s):	Nature of Contribution(s):	Purpose of Contribution(s):
	\$		
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

<input type="checkbox"/>	CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative, and I have disclosed those contributions.
<input type="checkbox"/>	NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (position)

Exhibit "C"
Confidential Information Disclosure Statement
AGR23-46a

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, NMSA 1978, §§ 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:

Ahmed Dadzie
7 Sherry Lane
Española, New Mexico 87532
Email: ahmednmsu13@gmail.com

County:

Deputy Chief Purchasing Officer
Incorporated County of Los Alamos
101 Camino Entrada, Building 3
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 shall 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.

Exhibit "D"
SAMPLE TASK ORDER
AGR: 23-46a

Los Alamos County
2023 Procurement – CONTRACTOR NAME

Task Order Form AGR23-46a
DATE CONTRACT
DATE Revision 0

AGR23-46 TASK ORDER #

DATE PREPARED:

CHARGE: TBD

CONTRACT MANAGER:

COUNTY REQUESTOR/CONTACT:

ATTACHMENTS:

1. Proposal from CONTRACTOR Dated _____

COMMENCE WORK DATE: Upon issuance of Task Order and Purchase Order

REQUESTED DELIVERY DATE:

SCOPE OF WORK REQUESTED:

DELIVERABLE:

ESTIMATED COST:

1. \$____ plus NMGR.

ESTIMATED VALUE OF ALL TASK ORDERS TO DATE INCLUDING THIS TASK ORDER (not including Reimbursable Expenses or GRT):

ESTIMATED BALANCE INCLUDING THIS TASK ORDER (not including Reimbursable Expenses or GRT):

CURRENT CONTRACT VALUE (not including Reimbursable Expenses or GRT):

SIGNATURE PAGE

Original Task Order

Name

Date

County Authorized Signer

Contractor

Date

Contractor Authorized Signer

Steven Lynne

Date

County Manager (if TO value is \$10,000 or more)

=====

Task Order Revision (as applicable)

Name

Date

County Authorized Signer

Contractor

Date

Contractor Authorized Signer

Steven Lynne

Date

County Manager (if TO value is \$10,000.00 or more)

Budget Office Revision 2023-34

	Fund & Department	Org	Object	Revenue (decrease)	Expenditures (decrease)	Transfers In(Out)	Fund Balance (decrease)
1	General Fund Transfer to Capital Projects	01140195	7601		\$ 50,000		\$ (50,000)
2	Capital Projects Transfer in From General Fund	CP1006	7601	\$ 50,000			\$ 50,000
3	Capital Projects/CP1006	CP1006	8369		\$ 50,000		\$ (50,000)
4							
5							
6							
7							
8							
9							
10							
Description: Transfer from General Fund to Capital Project CP1006, WAC Building for Council Approved Option 1 ammendment.							
Fiscal Impact: 50,000							

March 28, 2023, County Council – Regular Session

For DAIS

9. Public Hearing

A. CO0660-23b - Incorporated County of Los Alamos Code Ordinance No. 02-340; an Ordinance Amending Chapter 40, Article III, Sections 40-151, and 40-152 of the Code of the Incorporated County of Los Alamos Pertaining to Gas Service Rates.

Attached is a corrected Attachment A

A – Code Ordinance 02-340 Gas Rates

INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE NO. 02-340

AN ORDINANCE AMENDING CHAPTER 40, ARTICLE III, SECTIONS 40-151 AND 40-152 OF THE CODE OF THE INCORPORATED COUNTY OF LOS ALAMOS PERTAINING TO THE GAS SERVICE RATE SCHEDULE

WHEREAS, the Incorporated County of Los Alamos ("County") is an incorporated county of the State of New Mexico as provided in Section 5, Article 10 of the New Mexico Constitution; and pursuant to Section 5, Article 10 of the State Constitution, is also granted all powers of a municipality; and

WHEREAS, pursuant to Article V of the County Charter, there is a Department of Public Utilities ("Department") charged with the duty to operate a County owned electric, gas, water and sewer systems; and

WHEREAS, Section 504 of the County Charter requires that the Department be operated on a compensatory basis, with rates being just, reasonable, and comparable to those in neighboring communities, and uniform for all consumers of the same class; and

WHEREAS, the Department and Utilities Manager have identified the need to increase gas rates to meet the projected revenue requirements of the Department; and

WHEREAS, due to the extraordinary and unanticipated consumption of natural gas coupled with unprecedented rise of natural gas prices thereafter, the Department and Utilities Manager have identified the need to create a temporary cost recovery fee in order to recover these costs from customers over time while limiting the impact to monthly bills; and

WHEREAS, pursuant to County Code Section 203.1(d) any change in County utility rates shall be done by ordinance; and

WHEREAS, pursuant to Section 4.6(a) of the *Board of Public Utilities Procedural Rules* (ed. 02/19/2020), the Utilities Manager is responsible for preparing and presenting proposed utility rate ordinances to the Board of Public Utilities ("BPU"); and

WHEREAS, pursuant to Section 504 of the County Charter, the rates to be paid for utility services shall then be proposed by the BPU to the County Council, and shall become effective on the date of adoption by Council; and

WHEREAS, pursuant to Section 4.6(b) of the *Board of Public Utilities Procedural Rules*, the proposed rates shall be presented at least one (1) month prior to the BPU public hearing on a final proposed utility rate ordinance; and

WHEREAS, the Department and Utilities Manager shall introduce the draft ordinance to the BPU and present the budget and operational reasons for the proposed rate ordinance; and

WHEREAS, the Utilities Manager presented the proposed ordinance changes for natural gas to the BPU on January 18, 2023; and

WHEREAS, the Utilities Manager, after receiving comments from the BPU, then presented the final rate ordinance to BPU on February 15, 2023;

WHEREAS, the BPU approved the final gas rate ordinance and recommended forwarding it to Council for adoption at its February 15, 2023 meeting; and

WHEREAS, on February 28, 2023, the County Council, pursuant to Section 203.2.1 of the County Charter introduced the proposed gas rate ordinance; and

WHEREAS, on March 28, 2023, the County Council, pursuant to Section 203.2.2 of the County Charter held a public hearing on the proposed gas rate ordinance.

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

Section 1. Section 40-151 of the Code of the Incorporated County of Los Alamos is amended to read, as follows:

Sec. 40-151. Gas rate schedules 7A and 7E.

- (a) *Residential service schedule 7A.* The residential rate applies to customers in a single dwelling or in a single dwelling unit of a multiple dwelling or apartment for domestic purposes only.
- (b) *General commercial and industrial service schedule 7E.* The commercial and industrial rate applies to customers for use in or in connection with any commercial, business or industrial activities, including multiple dwelling units where service for more than one unit is taken through a master meter, and to other customers not otherwise specifically falling within another class.
- (c) *Service charge.*
 - (1) Per meter rated 250 CFH or less: \$9.50 per month through September 30, 2022; \$10.26 per month after September 30, 2022; \$11.08 per month after September 30, 2023; \$11.97 per month after September 30, 2024; \$12.57 per month after September 30, 2025;
 - (2) Per meter rated more than 250 CFH: \$28.50 per month through September 30, 2022; \$30.78 after September 30, 2022; \$33.24 per month after September 30, 2023; \$35.90 per month after September 30, 2024; \$37.70 per month after September 30, 2025.
- (d) *Gas consumption charge.*
 - (1) The gas consumption charge for schedules 7A and 7E shall be made up of three ~~two~~ components: fixed cost recovery, ~~and a variable cost of gas component, and an extraordinary gas cost recovery fee.~~
 - i. The fixed cost recovery shall be \$0.23 per therm (one therm is equal to 100,000 British Thermal Units (BTU) through September 30, 2022; \$0.25 after September 30, 2022; \$0.27 after September 30, 2023; \$0.29 after September 30, 2024; \$0.30 after September 30, 2025.

- ii. The variable cost of gas rate shall be calculated each month based on the projected cost of gas for the billing month plus an adjustment for any prior over or under collection for gas purchases and/or gas transportation costs, provided, however that the variable cost of gas rate shall not be lower than \$0.11 per therm per month.
 - iii. The extraordinary gas cost recovery charge shall be \$0.44 per therm per month and shall be assessed for two (2) years from the effective date of this ordinance, ending not later than April 8, 2025. Upon full recovery of the extraordinary gas cost fee, the utility shall immediately terminate collecting this component of the gas consumption charge, and this component of the gas consumption charge shall automatically sunset.
- (2) The projected cost of gas shall be at the rate as stated on the San Juan Index or any recognized index that may replace the San Juan Index.
 - (3) Should the variable cost of gas exceed ~~\$0.99~~ \$4.00 per therm, the billed rate to consumers shall not reflect the cost of gas over that amount until the rate is approved by an ordinance of the council.

Section 2. Section 40-152 of the Code of the Incorporated County of Los Alamos is amended to read, as follows:

Sec. 40-152. Gas rate schedules 7L and 7N.

(a) *Applicability.*

- (1) *Schedule 7L:* Interdepartmental service—Incorporated County of Los Alamos.
- (2) *Schedule 7N:* Schools service—Los Alamos public schools.

(b) *Service charge.*

- (1) Per meter rated 250 CFH or less: \$9.50 per month through September 30, 2022; \$10.26 per month after September 30, 2022; \$11.08 per month after September 30, 2023; \$11.97 per month after September 30, 2024; \$12.57 per month after September 30, 2025;
- (2) Per meter rated more than 250 CFH: \$28.50 per month through September 30, 2022; \$30.78 after September 30, 2022; \$33.24 per month after September 30, 2023; \$35.90 per month after September 30, 2024; \$37.70 per month after September 30, 2025.

(c) *Gas consumption charge.*

- (1) The gas consumption charge for schedules 7L and 7N shall be made up of ~~three~~ two components: fixed cost recovery, ~~and a variable cost of gas component, and an extraordinary gas cost recovery fee.~~

i. The fixed cost recovery shall be \$0.20 per therm (one therm is equal to 100,000 British Thermal Units (BTU) through September 30, 2022; \$0.22 after September 30, 2022; \$0.24 after September 30, 2023; \$0.26 after September 30, 2024; \$0.27 after September 30, 2025.

ii. The variable cost of gas rate shall be calculated each month based on the projected cost of gas for the billing month plus an adjustment for any prior over or under collection for gas purchases and/or gas transportation costs provided, however that the variable cost of gas rate shall not be lower than \$0.11 per therm per month.

- iii. The extraordinary gas cost recovery charge shall be \$0.44 per therm per month and shall be assessed for two (2) years from the effective date of this ordinance, ending not later than April 8, 2025. Upon full recovery of the extraordinary gas cost fee, the utility shall immediately terminate collecting this component of the gas consumption charge, and this component of the gas consumption charge shall automatically sunset.
- (2) The projected cost of gas shall be at the rate as stated on the San Juan Index or any recognized index that may replace the San Juan Index.
- (3) Should the variable cost of gas exceed ~~\$0.99~~ \$4.00 per therm the billed rate to consumers shall not reflect the cost of gas over that amount until the rate is approved by an ordinance of the council.

Section 3. Effective Date. This ordinance shall become effective upon adoption with the amended gas ordinance being applied for all billings on or after April 8, 2023.

Section 4. 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 5. Repealer. All ordinance 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 28th day of March 2023.

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

**Denise Derkacs,
Council Chair**

ATTEST: (SEAL)

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

March 28, 2023, County Council – Regular Meeting

For DAIS

11. COUNCIL BUSINESS

B. Appointments

2) 17091-23 Board/Commissions Appointments – Lodgers’ Tax Advisory Board

Below are the corrected political affiliations and County Charter statement regarding political party majorities.

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 (5) member board has three-year terms beginning December 2 and ending December 1. It is currently composed as follows:

Jen Olsen, Tourism Business Representative 1 [R]
[vacant], Tourism Business Representative 2
[vacant], Lodging Business Representative 1
[vacant], Lodging Business Representative 2
Jennifer Jenson, Community At-Large Representative [I]

All applicants are qualified to serve on this Board. Appointing these nominees will not violate the County Charter restriction concerning political party majorities on Boards and Commissions.

NOTE: Attachment B – LTAB Interview Panel Recommendation was made in order to comply with the County Charter restriction concerning political party majorities on Boards and Commissions. Once political affiliations of sitting members and applicants were confirmed, all applicants are deemed qualified to serve on the Lodgers’ Tax Advisory Board without violating the Charter.