



# County of Los Alamos

## Minutes

Los Alamos, NM 87544  
www.losalamosnm.us

### County Council – Regular Session

*Theresa Cull, Council Chair; Suzie Havemann, Council Vice-Chair;  
Melanee Hand, Ryn Herrmann, Beverly Neal-Clinton,  
David Reagor, and Randall Ryti, Councilors*

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Tuesday, March 25, 2025

6:00 PM

Council Chambers - 1000 Central Avenue

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#### 1. OPENING/ROLL CALL

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

Chair Cull made opening remarks regarding the procedure of the meeting.

**The following Councilors were in attendance:**

**Present: 7 – Councilor Cull, Councilor Havemann, Councilor Hand, Councilor Herrmann,  
Councilor Neal-Clinton, Councilor Reagor, and Councilor Ryti**

#### 2. PLEDGE OF ALLEGIANCE

Led by: All.

#### 3. STATEMENT REGARDING CLOSED SESSION

Councilor Ryti read the following statement to be included in the minutes: “The matters discussed in the closed sessions of the County Council held on March 25, 2025, that began at 4:00 p.m. was limited only to the topics specified in the notice of the closed sessions, and no action was taken on any matter in the closed sessions. We request that this statement be included in the meeting minutes.”

#### 4. PUBLIC COMMENT

Ms. Katie Tauxe spoke.

Mr. John Tauxe spoke.

Mr. Jim Redman spoke.

## 5. APPROVAL OF AGENDA

Chair Cull suggested that Item 10.E be added to the Consent Agenda. After further discussion, the item was not moved.

**A motion was made by Councilor Ryti, seconded by Councilor Neal-Clinton, that Council approve the agenda as presented.**

**The motion passed by a show of hands with the following vote:**

**Yes: 7 – Councilor Cull, Councilor Havemann, Councilor Hand, Councilor Herrmann, Councilor Neal-Clinton, Councilor Reagor, and Councilor Ryti**

## 6. PRESENTATIONS, PROCLAMATIONS, AND RECOGNITIONS

- A.** Proclamation Designating March 29, 2025, as "National Vietnam War Veterans Day in Los Alamos County" (Accepted by Linda Carol Alt, Chapter Regent, Valle Grande Chapter, National Society of Daughters of the American Revolution)

Councilor Neal-Clinton read and presented the proclamation to Ms. Linda Carol Alt.

Ms. Linda Carol Alt spoke.

**No action taken.**

- B.** Presentation of the Los Alamos County Fleet Conversion Plan and Community-Wide EV Charging Plan

Ms. Angelica Gurule, Sustainability Manager, spoke.

Mr. Eric Plapper, Principal Zero Emissions Infrastructure Lead, Stantec, presented.

Ms. Anay Castillo, Associate Zero Emissions Technical Lead, Stantec, presented.

Public Comment:

Mr. Mark Rayburn spoke.

**No action taken.**

## 7. CITIZEN PETITION

Citizen Petition Requesting Purchase of Oil Painting "The Boys of Pajarito Plateau" by Jeff Segler

Mr. Mark Rayburn presented.

Mr. Jeff Segler spoke.

Ms. Anne Laurent, County Manager, spoke.

Ms. Chelsea Ashcraft, Senior Management Analyst, spoke.

Mr. Alvin Leaphart, County Attorney, spoke.

## Public Comment:

Ms. Linda Hull spoke.

Ms. Stephanie Haaser spoke.

Mr. Jeff Segler spoke.

Ms. Irene Powell spoke.

Ms. Jacquelyn Connolly spoke.

**A motion was made by Councilor Reagor, seconded by Councilor Hand, that Council acknowledge the petition, thank the petitioners for their recommendation, and purchase the painting “The Boys of Pajarito Plateau” for \$55,000 using the general fund. He also asked that the Historic Preservation Advisory Board direct the placement of the painting in an appropriate place in Fuller Lodge.**

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

**Yes: 2 – Councilor Hand and Councilor Reagor**

**No: 4 – Councilor Cull, Councilor Havemann, Councilor Herrmann, and Councilor Ryti**

**Abstain: 1 – Councilor Neal-Clinton**

**A motion was made by Councilor Neal-Clinton, seconded by Councilor Ryti, that it be reverted to the Art in Public Places (APP) Advisory Board for a disposition and then be returned back to Council.**

After further discussion, Councilor Neal-Clinton, seconded by Councilor Ryti, requested to withdraw the motion. There were no objections.

**A motion was made by Councilor Havemann, seconded by Councilor Neal-Clinton, that Council request the APP Board and staff to support the APP Board in making this happen to post and hold a special meeting in the month of April 2025 when all five members of the APP Board can be present and ask them to reconsider the purchase of “Boys of the Pajarito Plateau” and that all five members vote and make a recommendation for Council consideration no later than April 30, 2025.**

Ms. Linda Matteson, Deputy County Manager, spoke.

After further discussion, Councilor Havemann restated the motion for clarity.

**A motion was made by Councilor Havemann that Council ask the Art in Public Places Board, with staff support, to hold a special meeting in April to reconsider the purchase of “The Boys of the Pajarito Plateau.” All five board members shall be present at the special meeting and all five board members shall vote on any motion made for this purchase, and the recommendation shall be given to County Council no later than April 30, 2025.**

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

**Yes: 7 – Councilor Cull, Councilor Havemann, Councilor Hand, Councilor Herrmann, Councilor Neal-Clinton, Councilor Reagor, and Councilor Ryti**

## 8. PUBLIC COMMENT FOR ITEMS ON THE CONSENT AGENDA

Mr. Cory Styron, Community Services Director, spoke about item 9.E.

Ms. Anne Laurent, County Manager, spoke about item 9.E.

Ms. Carolyn Cowan spoke about item 9.E.

## 9. CONSENT AGENDA

### Consent Motion:

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

#### A. Approval of County Council Minutes for the March 11, 2025, Regular Session

**I move that Council approve the County Council Minutes for the March 11, 2025, Regular Session.**

#### B. Approval of the Revised FY25 Salary Plan with New Job Descriptions Added and Positions Un-archived and Re-graded

**I move that Council approve the revised FY25 Salary Plan Job Class Order as summarized on Attachment A with the new, unarchived, and re-graded job descriptions.**

#### C. Approval of Budget Revision 2025-44 to Transfer Earmarked Funds in the Economic Development Fund to the Regional Strategic Partnership Line in the General Fund for the San Ildefonso Grant Match

**I move that Council approve Budget Revision 2025-44 to transfer available funding for the San Ildefonso grant match in the amount of \$2,000,000 and include Attachment A as part of minutes of this meeting.**

#### D. Approval of Budget Revision 2025-45 to Transfer Earmarked Funds in the Economic Development Division in General Fund to the Economic Development Fund Line

**I move that Council approve Budget Revision 2025-45 to transfer available funding for the Economic Development Projects in the amount of \$9,226,250 and include Attachment A as part of minutes of this meeting.**

#### E. Approval of Amendment No. AGR24-28b-A1 with Sky Elements in the Amount of \$471,250 plus Applicable Gross Receipts Tax, for the Purpose of Providing a Second Drone Show at the 2025 4th of July Event

**I move that Council approve the amendment AGR 24-28b-A1 with Sky Elements in the Amount of \$471,250, plus Applicable Gross Receipts Tax, for the purpose of providing a second drone show in lieu of a fireworks display at the 2025 4th of July event.**

- F. Approval of Contract No. M25NA70521 An Easement From the DOE/NNSA to Los Alamos County for the Purpose of Installing a County Owned Fiber Optic Line in Los Alamos Canyon

**I move that Council approve Contract No. M25NA70521; an easement from the DOE/NNSA to Los Alamos County for the purpose of installing a County owned fiber optic line in Los Alamos Canyon.**

**Approval of the Consent Agenda:**

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

**Yes: 6 – Councilor Cull, Councilor Havemann, Councilor Hand, Councilor Herrmann, Councilor Neal-Clinton, and Councilor Ryti**

**No: 1 – Councilor Reagor**

**RECESS**

**Chair Cull called for a recess at 8:24 p.m. The meeting reconvened meeting at 8:38 p.m.**

**10. INTRODUCTION OF ORDINANCES**

Item not heard.

**11. PUBLIC HEARINGS**

Item not heard.

**12. BUSINESS**

**A. Update on the Performing Arts Center (Little Theater) Project**

Mr. Eric Martinez, Public Works Director, presented.  
Ms. Sobia Sayeda, Project Manager, presented.

Public comment:  
Ms. Terry Turton spoke.

**No action taken.**

**B. Proposed Low Income Housing Agreement for the 9th Street Apartments Rehabilitation and Affordable Housing Project**

Mr. Dan Osborn, Housing and Special Projects Manager, presented.  
Ms. Amber Cash, Managing Partner, The Cash Law Firm, LLC, spoke.

Public comment:

Mr. George Chandler spoke.

Mr. Dixon Wolf spoke.

Ms. Lisa Shin spoke.

Mr. Mike Clevenger spoke.

Ms. Carolyn Cowan spoke.

Mr. Greg White spoke.

Mr. Phil Gursky spoke.

**A motion was made by Councilor Neal-Clinton, seconded by Councilor Havemann, that the County Council approve the Low-Income Housing Agreement for the 9th Street Affordable Housing Project. She further moved to authorize the County Manager to sign this agreement and take all necessary actions for its execution.**

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

**Yes: 7 – Councilor Cull, Councilor Havemann, Councilor Hand, Councilor Herrmann, Councilor Neal-Clinton, Councilor Reagor, and Councilor Ryti**

**C. Presentation and Discussion on LEDA for Retail Program Structure and Process**

Ms. Anne Laurent, County Manager, presented.

Dr. Shanna Sasser, Economic Development Administrator, presented.

Public comment:

Ms. Carolyn Cowan spoke.

Ms. Elizabeth Daly spoke.

**No action taken.**

**D. Update and Request for Guidance on Metropolitan Redevelopment Area (MRA) - Downtown East Los Alamos**

Ms. Anne Laurent, County Manager, presented.

Dr. Shanna Sasser, Economic Development Administrator, spoke.

Ms. Jacquelyn Connolly, Executive Director, Los Alamos MainStreet and Creative District, spoke.

**Item deferred for further discussion at a later meeting.**

**E. Consideration of Approval of the County's Grant Match Agreement Providing \$2,000,000 Grant Matching Funds for San Ildefonso Services' Connect New Mexico Grant for the Construction of the Pueblo's New Middle Mile Fiber Optic Line Connecting White Rock to Pojoaque**

Mr. Jerry Smith, Broadband Manager, presented.

Public comment:

None.

A motion was made by Councilor Herrmann, seconded by Councilor Neal-Clinton, that Council approve the agreement attached to this item, related to the on-going collaboration with the Pueblo de San Ildefonso for their approved and funded grant application to the New Mexico Office of Broadband & Expansion "Connect New Mexico Fund" in which the County is providing \$2,000,000 as the required grant match amount.

The motion passed with the following vote:

Yes: 7 – Councilor Cull, Councilor Havemann, Councilor Hand, Councilor Herrmann, Councilor Neal-Clinton, Councilor Reagor, and Councilor Rytí

### 13. COUNCIL BUSINESS

#### A. General Council Business

None.

#### B. Appointments

None.

#### C. Board and Commission Vacancy Report

##### 1) Board and Commission Vacancy Report

No report.

#### D. Board and Commission Reports

Item postponed until the next meeting.

#### E. County Manager's Report

Item postponed until the next meeting.

#### F. Council Chair Report

Report on March 17, 2025, Network Outage  
Mr. James Alarid, Deputy Utilities Manager – Engineering, presented.  
Ms. Anne Laurent, County Manager, spoke.

Public Comment:

Ms. Andrea Determan spoke.

#### G. *Not on agenda.*

#### H. Preview of Upcoming Agenda Items

##### 1) Tickler Report of Upcoming Agenda Items.

Chair Cull highlighted upcoming Council Meeting Agenda items from the tickler report included in the meeting agenda packet.

**14. COUNCILOR COMMENTS**

Councilor Ryti commented that he had expenses for approval. Because Council expenses were not on this meeting's agenda, these will be addressed at a future meeting.

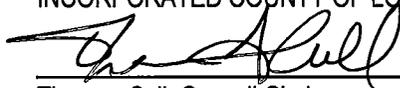
**15. WORKING GROUPS AND EXTERNAL ENTITIES REPORTS**

No reports.

**16. ADJOURNMENT**

The meeting adjourned at 11:14 p.m.

INCORPORATED COUNTY OF LOS ALAMOS



Theresa Cull, Council Chair

Attest:



Michael D. Redondo, County Clerk



Meeting Transcribed by: Allison Collins, Deputy Clerk

LACF25-1023 04/09/2025 08:47:19 AM  
Pages: 46  
Michael D. Redondo, County Clerk  
Los Alamos County NM  
allison.collins



100 Series - Hourly, NonExempt  
200/300 Series - Annual, Exempt

**Los Alamos County**  
**FY25 Salary Plan Job Class Order**  
**Effective March 25, 2025**

Job Code	FY24 Benchmark Job	Occupational Job Families and Job Classes	PROPOSED					Change In Grade	Exempt/ Non-Exempt
			Current Grade	New Grade	Minimum	Midpoint	Maximum		
asterisk=benchmarked job, red=new change									
<b>Executive Management/At-Will Series</b>									
101		Deputy County Manager	308	308	\$159,250	\$209,282	\$259,314	EX	
400		Police Chief	306	306	\$144,444	\$189,825	\$235,205	EX	
460		Fire Chief	306	306	\$144,444	\$189,825	\$235,205	EX	
500		Public Works Director	305	305	\$137,566	\$180,786	\$224,005	EX	
299		Administrative Services Director	305	305	\$137,566	\$180,786	\$224,005	EX	
300		Community Services Director	304	304	\$131,015	\$172,177	\$213,338	EX	
170		Community Development Director	304	304	\$131,015	\$172,177	\$213,338	EX	
<b>Elected Office Series</b>									
<b>Assessor's Office</b>									
771		Chief Deputy Assessor	211	211	\$93,110	\$122,363	\$151,615	EX	
773		Chief Appraiser	206	206	\$72,953	\$95,873	\$118,793	EX	
774		Appraiser	122	122	\$55,765	\$73,285	\$90,806	NE	
776		Sr. Assessment Specialist	120	120	\$50,581	\$66,472	\$82,363	NE	
777		Assessment Specialist	118	118	\$45,878	\$60,292	\$74,706	NE	
779		Apprentice Appraiser	116	116	\$41,613	\$54,687	\$67,760	NE	
<b>Attorney's Office</b>									
701		Deputy County Attorney	303	303	\$124,776	\$163,978	\$203,179	EX	
702		Assistant County Attorney	301	301	\$113,176	\$148,732	\$184,289	EX	
703		Associate County Attorney	212	212	\$97,765	\$128,480	\$159,195	EX	
710		Sr. Paralegal	208	208	\$80,431	\$105,701	\$130,970	EX	
712		Paralegal	206	206	\$72,953	\$95,873	\$118,793	EX	
707		Sr. Legal Assistant	124	124	\$61,481	\$80,797	\$100,113	NE	
708		Legal Assistant	122	122	\$55,765	\$73,285	\$90,806	NE	
<b>Clerk's Office</b>									
751		Chief Deputy Clerk	211	211	\$93,110	\$122,363	\$151,615	EX	
755		Elections Manager	126	126	\$67,783	\$89,079	\$110,375	NE	
752		Sr. Deputy Clerk	124	124	\$61,481	\$80,797	\$100,113	NE	
753		Deputy Clerk	122	122	\$55,765	\$73,285	\$90,806	NE	
<b>Municipal Court</b>									
761		Court Administrator	207	207	\$76,601	\$100,668	\$124,734	EX	
765		Probation Officer	123	123	\$58,554	\$76,950	\$95,346	NE	
762		Sr. Court Clerk	122	122	\$55,765	\$73,285	\$90,806	NE	
763		Court Clerk	118	118	\$45,878	\$60,292	\$74,706	NE	
766		Court Program Coordinator	122	122	\$53,605	\$70,447	\$87,288	NE	
767		Compliance Coordination Specialist	202	202	\$60,018	\$78,874	\$97,731	EX	
<b>Administrative Services Series</b>									
<b>Public Information</b>									
111		Public Information Officer	212	212	\$97,765	\$128,480	\$159,195	EX	
112		Assistant Public Information Officer	208	208	\$80,431	\$105,701	\$130,970	EX	
604		Public Relations Manager	210	210	\$88,676	\$116,536	\$144,395	EX	
113		Sr. Visual Information Specialist	124	124	\$61,481	\$80,797	\$100,113	NE	
114		Visual Information Specialist	122	122	\$55,765	\$73,285	\$90,806	NE	
116		Social Media Coordinator	124	124	\$61,481	\$80,797	\$100,113	NE	
<b>Management Support</b>									
104		Assistant to County Manager	213	213	\$102,653	\$134,904	\$167,155	EX	
203		Broadband Manager	202	202	\$60,018	\$78,874	\$97,731	EX	
109		Sustainability Manager	211	211	\$93,110	\$122,363	\$151,615	EX	
105		Intergovernmental Affairs Manager	301	301	\$113,176	\$148,732	\$184,289	EX	
107		Business & ERP Manager	213	213	\$102,653	\$134,904	\$167,155	EX	
261		Budget & Performance Manager	212	212	\$97,765	\$128,480	\$159,195	EX	
903		Sr. Management Analyst	210	210	\$88,676	\$116,536	\$144,395	EX	
904		Management Analyst	207	207	\$76,601	\$100,668	\$124,734	EX	
<b>Administrative Support</b>									
906		Office Manager	203	203	\$63,019	\$82,818	\$102,617	EX	
907		Sr. Office Specialist	120	120	\$50,581	\$66,472	\$82,363	NE	
908		Office Specialist	117	117	\$43,694	\$57,421	\$71,149	NE	
905		Executive Assistant	124	124	\$61,481	\$80,797	\$100,113	NE	
<b>909</b>	<b>Regraded</b>	<b>Payroll &amp; Administrative Specialist</b>	<b>121</b>	<b>122</b>	<b>\$55,765</b>	<b>\$73,285</b>	<b>\$90,806</b>	<b>1</b> <b>NE</b>	
<b>910</b>	<b>NEW</b>	<b>Sr. Payroll &amp; Administrative Specialist</b>		<b>123</b>	<b>\$58,554</b>	<b>\$76,950</b>	<b>\$95,346</b>	<b>NE</b>	

Los Alamos County Council  
Regular Session  
March 25, 2025  
Item 9.B Attachment A

100 Series - Hourly, NonExempt  
200/300 Series - Annual, Exempt

**Los Alamos County**  
**FY25 Salary Plan Job Class Order**  
**Effective March 25, 2025**

Job Code	FY24 Benchmark Job	Occupational Job Families and Job Classes	PROPOSED					Change In Grade	Exempt/ Non-Exempt
			Current Grade	New Grade	Minimum	Midpoint	Maximum		
asterisk=benchmarked job, red=new change									
<b>Information Technology</b>									
200		Chief Information Officer	303	303	\$124,776	\$163,978	\$203,179	EX	
201		IT Program Manager	214	214	\$107,786	\$141,650	\$175,513	EX	
204		IT Project Manager	213	213	\$102,653	\$134,904	\$167,155	EX	
219		Database Administrator	212	212	\$97,765	\$128,480	\$159,195	EX	
211		Sr. Systems Administrator	211	211	\$93,110	\$122,363	\$151,615	EX	
215		Sr. Application Analyst/Developer	210	210	\$88,676	\$116,536	\$144,395	EX	
212		Systems Administrator	209	209	\$84,453	\$110,986	\$137,519	EX	
<b>213</b>	<b>NEW</b>	<b>IM Business Manager</b>		<b>212</b>	<b>\$97,765</b>	<b>\$128,480</b>	<b>\$159,195</b>	<b>EX</b>	
<b>214</b>	<b>NEW</b>	<b>Network Architect</b>		<b>211</b>	<b>\$93,110</b>	<b>\$122,363</b>	<b>\$151,615</b>	<b>EX</b>	
<b>217</b>	<b>NEW</b>	<b>Sr. Network Architect</b>		<b>213</b>	<b>\$102,653</b>	<b>\$134,904</b>	<b>\$167,155</b>	<b>EX</b>	
235		Technical Services Manager	209	209	\$84,453	\$110,986	\$137,519	EX	
230		Security Analyst	209	209	\$84,453	\$110,986	\$137,519	EX	
216		Application Analyst/Developer	207	207	\$76,601	\$100,668	\$124,734	EX	
224		Sr. IT Infrastructure Coordinator	127	127	\$71,172	\$93,533	\$115,893	NE	
236		Sr. Technical Support Specialist	126	126	\$67,783	\$89,079	\$110,375	NE	
237		Technical Support Specialist	123	123	\$58,554	\$76,950	\$95,346	NE	
238		Technical Support Specialist Trainee	121	121	\$53,110	\$69,796	\$86,481	NE	
225		IT Infrastructure Coordinator	122	122	\$55,765	\$73,285	\$90,806	NE	
239		IT Intern	115	115	\$39,631	\$52,083	\$64,534	NE	
<b>Records Management</b>									
202		RIM Program Manager	212	212	\$97,765	\$128,480	\$159,195	EX	
227		Sr. RIM Specialist	123	123	\$58,554	\$76,950	\$95,346	NE	
229		RIM Specialist	120	120	\$50,581	\$66,472	\$82,363	NE	
<b>Financial Management</b>									
240		Chief Financial Officer	303	303	\$124,776	\$163,978	\$203,179	EX	
241		Deputy Chief Financial Officer	214	214	\$107,786	\$141,650	\$175,513	EX	
242		Accounting Operations Manager	212	212	\$97,765	\$128,480	\$159,195	EX	
258		Payroll Manager	210	210	\$88,676	\$116,536	\$144,395	EX	
255		Payroll Coordinator	206	206	\$72,953	\$95,873	\$118,793	EX	
256		Payroll Specialist	124	124	\$61,481	\$80,797	\$100,113	NE	
245		Sr. Accountant	206	206	\$72,953	\$95,873	\$118,793	EX	
246		Accountant	203	203	\$63,019	\$82,818	\$102,617	EX	
251		P Card Administrator	124	124	\$61,481	\$80,797	\$100,113	NE	
252		Accounts Payable Coordinator	121	121	\$53,110	\$69,796	\$86,481	NE	
253		Sr. AP Coordinator	123	123	\$58,554	\$76,950	\$95,346	NE	
263		Finance & Budget Analyst	208	208	\$80,431	\$105,701	\$130,970	EX	
262		Sr. Finance & Budget Analyst	210	210	\$88,676	\$116,536	\$144,395	EX	
<b>Procurement &amp; Supply Management</b>									
275		Sr. Supply Specialist	118	118	\$45,878	\$60,292	\$74,706	NE	
276		Supply Specialist	116	116	\$41,613	\$54,687	\$67,760	NE	
270		Chief Purchasing Officer	213	213	\$102,653	\$134,904	\$167,155	EX	
272		Sr. Buyer	204	204	\$66,170	\$86,959	\$107,748	EX	
271		Deputy Chief Purchasing Officer	211	211	\$93,110	\$122,363	\$151,615	EX	
273		Buyer	123	123	\$58,554	\$76,950	\$95,346	NE	
278		Procurement Contract Manager	209	209	\$84,453	\$110,986	\$137,519	EX	
281		Procurement Operations Manager	208	208	\$80,431	\$105,701	\$130,970	EX	
<b>Human Resources &amp; Risk Management</b>									
130		Human Resources Manager	303	303	\$124,776	\$163,978	\$203,179	EX	
131		Deputy Human Resources Manager	212	212	\$97,765	\$128,480	\$159,195	EX	
132		Compensation Manager	210	210	\$88,676	\$116,536	\$144,395	EX	
133		Benefits & Pension Manager	210	210	\$88,676	\$116,536	\$144,395	EX	
135		Risk Manager	210	210	\$88,676	\$116,536	\$144,395	EX	
134		Organizational Development Manager	210	210	\$88,676	\$116,536	\$144,395	EX	
146		Recruitment Manager	210	210	\$88,676	\$116,536	\$144,395	EX	
141		Safety Coordinator	208	208	\$80,431	\$105,701	\$130,970	EX	
143		HR Analyst 3	127	127	\$71,172	\$93,533	\$115,893	NE	
144		HR Analyst 2	124	124	\$61,481	\$80,797	\$100,113	NE	
145		HR Analyst 1	121	121	\$53,110	\$69,796	\$86,481	NE	
136		Sr. Risk Management Specialist	125	125	\$64,555	\$84,837	\$105,119	NE	
137		Risk Management Specialist	122	122	\$55,765	\$73,285	\$90,806	NE	

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<b>Community &amp; Economic Development Series</b>									
<b>Community Development</b>									
180		Housing and Special Projects Manager	212	212	\$97,765	\$128,480	\$159,195	EX	
181		Housing Program Coordinator	207	207	\$76,601	\$100,668	\$124,734	EX	
182		Chief Building Official	212	212	\$97,765	\$128,480	\$159,195	EX	
185		Building Safety Manager	208	208	\$80,431	\$105,701	\$130,970	EX	
172		Planning Manager	210	210	\$88,676	\$116,536	\$144,395	EX	
173		Principal Planner	209	209	\$84,453	\$110,986	\$137,519	EX	
174		Sr. Planner	207	207	\$76,601	\$100,668	\$124,734	EX	
175		Associate Planner	203	203	\$63,019	\$82,818	\$102,617	EX	
171		Housing Specialist	203	203	\$63,019	\$82,818	\$102,617	EX	
183		Sr. Building Inspector	125	125	\$64,555	\$84,837	\$105,119	NE	
189		Sr. Plans Examiner	125	125	\$64,555	\$84,837	\$105,119	NE	
177		Sr. Permit Technician	122	122	\$55,765	\$73,285	\$90,806	NE	
188		Plans Examiner	122	122	\$55,765	\$73,285	\$90,806	NE	
184		Building Inspector	122	122	\$55,765	\$73,285	\$90,806	NE	
187		Code Compliance Officer	122	122	\$55,765	\$73,285	\$90,806	NE	
176		Assistant Planner	120	120	\$50,581	\$66,472	\$82,363	NE	
179		Permit Technician	120	120	\$50,581	\$66,472	\$82,363	NE	
<b>Economic Development</b>									
121		Economic Development Administrator	214	214	\$107,786	\$141,650	\$175,513	EX	
122		Economic Development Program Mgr	208	208	\$80,431	\$105,701	\$130,970	EX	
124		Marketing Specialist	205	205	\$69,479	\$91,307	\$113,136	EX	
<b>Community Services Series</b>									
<b>Library</b>									
311		Library Manager	212	212	\$97,765	\$128,480	\$159,195	EX	
315		Sr. Librarian	207	207	\$76,601	\$100,668	\$124,734	EX	
316		Librarian	205	205	\$69,479	\$91,307	\$113,136	EX	
325		Program Specialist	122	122	\$55,765	\$73,285	\$90,806	NE	
317		Sr. Library Specialist	121	121	\$53,110	\$69,796	\$86,481	NE	
319		Library Specialist	119	119	\$48,172	\$63,307	\$78,441	NE	
321		Library Associate	117	117	\$43,694	\$57,421	\$71,149	NE	
327		Community Services Monitor	115	115	\$39,631	\$52,083	\$64,534	NE	
<b>Parks &amp; Recreation</b>									
330		Recreation Superintendent	210	210	\$88,676	\$116,536	\$144,395	EX	
332		Recreation Program Manager	208	208	\$80,431	\$105,701	\$130,970	EX	
362		Head Golf Professional	203	203	\$63,019	\$82,818	\$102,617	EX	
352		Aquatics Coordinator	122	122	\$55,765	\$73,285	\$90,806	NE	
363		Asst Golf/Ice Rink Professional	121	121	\$53,110	\$69,796	\$86,481	NE	
341		Customer Service Supervisor	120	120	\$50,581	\$66,472	\$82,363	NE	
354		Lifeguard Supervisor	120	120	\$50,581	\$66,472	\$82,363	NE	
334		Recreation Specialist	120	120	\$50,581	\$66,472	\$82,363	NE	
337		Sr. Recreation Leader	118	118	\$45,878	\$60,292	\$74,706	NE	
344		Customer Service Associate 3	118	118	\$45,878	\$60,292	\$74,706	NE	
338		Recreation Leader	117	117	\$43,694	\$57,421	\$71,149	NE	
355		Sr. Lifeguard	117	117	\$43,694	\$57,421	\$71,149	NE	
342		Customer Service Associate 2	116	116	\$41,613	\$54,687	\$67,760	NE	
356		Lifeguard	115	115	\$39,631	\$52,083	\$64,534	NE	
343		Customer Service Associate 1	114	114	\$37,744	\$49,602	\$61,461	NE	
358		Lifeguard Trainee	114	114	\$37,744	\$49,602	\$61,461	NE	
<b>Parks &amp; Recreation Maintenance</b>									
371		Parks Superintendent	210	210	\$88,676	\$116,536	\$144,395	EX	
379		Open Space Specialist	206	206	\$72,953	\$95,873	\$118,793	EX	
365		GC/Ice Maintenance Superintendent	204	204	\$66,170	\$86,959	\$107,748	EX	
<b>372</b>	<b>Regraded</b>	<b>Assistant Parks Superintendent</b>	<b>206</b>	<b>207</b>	<b>\$76,601</b>	<b>\$100,668</b>	<b>\$124,734</b>	<b>1 EX</b>	
366		GC/Ice Maintenance Asst Superintend	123	123	\$50,581	\$66,472	\$82,363	NE	
367		GC Maintenance Mechanic	119	119	\$48,172	\$63,307	\$78,441	NE	
<b>357</b>	<b>New</b>	<b>Aquatics Maintenance Specialist 1</b>		<b>116</b>	<b>\$41,613</b>	<b>\$54,687</b>	<b>\$67,760</b>	<b>NE</b>	
<b>359</b>	<b>Title</b>	<b>Aquatics Maintenance Specialist 2</b>		<b>118</b>	<b>\$53,605</b>	<b>\$70,447</b>	<b>\$87,288</b>	<b>NE</b>	
<b>360</b>	<b>New</b>	<b>Aquatics Maintenance Specialist 3</b>		<b>120</b>	<b>\$50,581</b>	<b>\$66,472</b>	<b>\$82,363</b>	<b>NE</b>	
375		Parks Maintenance Construction Specialist 3	121	121	\$53,110	\$69,796	\$86,481	NE	
376		Parks Maintenance Construction Specialist 2	118	118	\$45,878	\$60,292	\$74,706	NE	
377		Parks Maintenance Construction Specialist 1	116	116	\$41,613	\$54,687	\$67,760	NE	
380		Arborist	121	121	\$53,110	\$69,796	\$86,481	NE	
378		Irrigation Specialist	118	118	\$45,878	\$60,292	\$74,706	NE	
373		Parks District Supervisor	126	126	\$67,783	\$89,079	\$110,375	NE	
<b>Social Services</b>									
391		Social Services Manager	209	209	\$84,453	\$110,986	\$137,519	EX	
393		Case Coordination Specialist	202	202	\$60,018	\$78,874	\$97,731	EX	
396		Health Care Specialist	119	119	\$48,172	\$63,307	\$78,441	NE	

100 Series - Hourly, NonExempt  
200/300 Series - Annual, Exempt

**Los Alamos County**  
**FY25 Salary Plan Job Class Order**  
**Effective March 25, 2025**

Job Code	FY24 Benchmark Job	Occupational Job Families and Job Classes	PROPOSED					Change In Grade	Exempt/ Non-Exempt
			Current Grade	New Grade	Minimum	Midpoint	Maximum		
asterisk=benchmarked job, red=new change									
<b>Public Safety Series</b>									
<b>Police Command</b>									
401		Deputy Police Chief	303	303	\$124,776	\$163,978	\$203,179	EX	
402		Police Commander	215	215	\$113,176	\$148,732	\$184,289	EX	
441		Emergency Services Commander	215	215	\$113,176	\$148,732	\$184,289	EX	
<b>Police Administration</b>									
<b>409</b>	<b>Regraded</b>	<b>Victim Assistant</b>	<b>118</b>	<b>202</b>	<b>\$45,878</b>	<b>\$60,292</b>	<b>\$74,706</b>	<b>5 EX</b>	
443		Deputy Emergency Manager	210	210	\$88,676	\$116,536	\$144,395	EX	
444		Emergency Management Coordinator	207	207	\$76,601	\$100,668	\$124,734	EX	
442		Emergency Management Specialist	203	203	\$63,019	\$82,818	\$102,617	EX	
410		Records Specialist 1		120	\$50,581	\$66,472	\$82,363	NE	
411		Records Specialist 2		121	\$53,110	\$69,796	\$86,481	NE	
412		Records Specialist 3		122	\$55,765	\$73,285	\$90,806	NE	
<b>Emergency Communications</b>									
421		Emergency Communications Center Manager	212	212	\$97,765	\$128,480	\$159,195	EX	
423		Dipatch Shift Supervisor	126	126	\$67,783	\$89,079	\$110,375	NE	
422		Deputy Emergency Communications Center Mg	208	208	\$80,431	\$105,701	\$130,970	EX	
423		Dipatch Shift Supervisor	126	126	\$67,783	\$89,079	\$110,375	NE	
426		Emergency Communications Specialist 3	124	124	\$0	\$80,797	\$100,113	NE	
424		Emergency Communications Specialist 2	122	122	\$55,765	\$73,285	\$90,806	NE	
425		Emergency Communications Specialist 1	120	120	\$50,581	\$66,472	\$82,363	NE	
<b>Detention</b>									
431		Detention Administrator	212	212	\$97,765	\$128,480	\$159,195	EX	
433		Detention Sergeant	128	128	\$74,731	\$98,210	\$121,688	NE	
434		Detention Corporal	124	124	\$61,481	\$80,797	\$100,113	NE	
435		Detention Officer	119	119	\$48,172	\$63,307	\$78,441	NE	
<b>Animal Control</b>									
445		Animal Shelter Manager	123	123	\$58,554	\$76,950	\$95,346	NE	
448		Sr. Animal Control Officer	119	119	\$48,172	\$63,307	\$78,441	NE	
<b>447</b>	<b>Unarchived/ Title/ Regraded</b>	<b>Animal Control Supervisor</b>	<b>121</b>	<b>123</b>	<b>\$58,554</b>	<b>\$76,950</b>	<b>\$95,346</b>	<b>2 NE</b>	
449		Animal Control Officer	117	117	\$43,694	\$57,421	\$71,149	NE	
<b>Fire Command</b>									
461		Deputy Fire Chief	303	303	\$124,776	\$163,978	\$203,179	EX	
462		Fire Battalion Chief	215	215	\$113,176	\$148,732	\$184,289	EX	
<b>Fire Administration</b>									
485		Security/Administrative Services Mgr	212	212	\$97,765	\$128,480	\$159,195	EX	
480		Fire Technology Manager	211	211	\$93,110	\$122,363	\$151,615	EX	
484		Fire Technology Specialist	121	123	\$58,554	\$76,950	\$95,346	2 NE	
<b>488</b>	<b>NEW</b>	<b>Sr. Fire Technology Specialist</b>		<b>125</b>	<b>\$64,555</b>	<b>\$84,837</b>	<b>\$105,119</b>	<b>NE</b>	
<b>490</b>	<b>NEW</b>	<b>Fire Program Specialist 1</b>		<b>121</b>	<b>\$53,110</b>	<b>\$69,796</b>	<b>\$86,481</b>	<b>NE</b>	
<b>491</b>	<b>NEW</b>	<b>Fire Program Specialist 2</b>		<b>123</b>	<b>\$58,554</b>	<b>\$76,950</b>	<b>\$95,346</b>	<b>NE</b>	
<b>492</b>	<b>NEW</b>	<b>Fire Program Specialist 3</b>		<b>125</b>	<b>\$64,555</b>	<b>\$84,837</b>	<b>\$105,119</b>	<b>NE</b>	
<b>Public Works Series</b>									
<b>Airpopt</b>									
509		Airport Manager	209	210	\$88,676	\$116,536	\$144,395	EX	
510		Deputy Airport Manager	208	208	\$80,431	\$105,701	\$130,970	EX	
<b>Public Works Engineering</b>									
501		Deputy Public Works Director	303	303	\$124,776	\$163,978	\$203,179	EX	
505		County Engineer	215	215	\$113,176	\$148,732	\$184,289	EX	
506		County Surveyor	210	210	\$88,676	\$116,536	\$144,395	EX	
<b>Capital Projects</b>									
503		Capital Projects & Facilities Manager	213	213	\$102,653	\$134,904	\$167,155	EX	
511		Facilities Manager	209	209	\$84,453	\$110,986	\$137,519	EX	
512		Facilities Maintenance Superintendent	206	206	\$72,953	\$95,873	\$118,793	EX	
514		Construction Foreman	124	124	\$61,481	\$80,797	\$100,113	NE	
515		Sr. Construction Specialist	121	121	\$53,110	\$69,796	\$86,481	NE	
516		Construction Specialist	118	118	\$45,878	\$60,292	\$74,706	NE	
517		Mechanical & Plumbing Apprentice	119	119	\$48,172	\$63,307	\$78,441	NE	
518		Mechanical & Plumbing Journeyman	122	122	\$55,765	\$73,285	\$90,806	NE	
519		Mechanical & Plumbing Foreman	125	125	\$64,555	\$84,837	\$105,119	NE	
<b>Facilities Management</b>									
521		Facilities Services Manager	206	206	\$72,953	\$95,873	\$118,793	EX	
523		Lead Custodian	117	117	\$43,694	\$57,421	\$71,149	NE	
526		Custodian	114	114	\$37,744	\$49,602	\$61,461	NE	
527		Custodian Trainee	113	113	\$35,947	\$47,240	\$58,534	NE	

Los Alamos County Council  
Regular Session  
March 25, 2025  
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100 Series - Hourly, NonExempt  
200/300 Series - Annual, Exempt

**Los Alamos County**  
**FY25 Salary Plan Job Class Order**  
**Effective March 25, 2025**

Job Code	FY24 Benchmark Job	Occupational Job Families and Job Classes	PROPOSED					Change In Grade	Exempt/ Non-Exempt
			Current Grade	New Grade	Minimum	Midpoint	Maximum		
<b>asterix=benchmarked job, red=new change</b>									
<b>Environmental Services</b>									
531		Environmental Services Manager	209	209	\$84,453	\$110,986	\$137,519	EX	
532		Environmental Services Superintendent	206	206	\$72,953	\$95,873	\$118,793	EX	
535		Administrative Scale Operator	118	118	\$45,878	\$60,292	\$74,706	NE	
539		Environmental Services Technician	114	114	\$37,744	\$49,602	\$61,461	NE	
538		Sr. Environmental Services Technician	116	116	\$41,613	\$54,687	\$67,760	NE	
<b>Fleet</b>									
541		Fleet Manager	210	210	\$88,676	\$116,536	\$144,395	EX	
542		Fleet Supervisor	206	206	\$72,953	\$95,873	\$118,793	EX	
544		Fleet Shop Foreman	125	125	\$64,555	\$84,837	\$105,119	NE	
546		Fleet Mechanic 3	123	123	\$58,554	\$76,950	\$95,346	NE	
547		Fleet Mechanic 2	121	121	\$53,110	\$69,796	\$86,481	NE	
548		Fleet Mechanic 1	117	117	\$43,694	\$57,421	\$71,149	NE	
<b>Traffic &amp; Streets</b>									
571		Traffic & Streets Mgr/Traffic Engineer	213	213	\$102,653	\$134,904	\$167,155	EX	
572		Traffic Manager	208	208	\$80,431	\$105,701	\$130,970	EX	
574		Street Maintenance Superintendent	207	207	\$76,601	\$100,668	\$124,734	EX	
575		Asst Street Maintenance Superintend	126	126	\$67,783	\$89,079	\$110,375	NE	
577		Transportation Safety Specialist	123	123	\$58,554	\$76,950	\$95,346	NE	
586		Sign/Marking Tech 3	119	119	\$48,172	\$63,307	\$78,441	NE	
587		Sign/Marking Tech 2	117	117	\$43,694	\$57,421	\$71,149	NE	
588		Sign/Marking Tech 1	115	115	\$39,631	\$52,083	\$64,534	NE	
<b>Transit</b>									
551		Transit Manager	210	210	\$88,676	\$116,536	\$144,395	EX	
552		Transit Supervisor	207	207	\$76,601	\$100,668	\$124,734	EX	
561		Sr. Transit CS Rep/Dispatcher	123	123	\$58,554	\$76,950	\$95,346	NE	
562		Transit CS Rep/Dispatcher	121	121	\$53,110	\$69,796	\$86,481	NE	
555		Transit Operator Lead	123	123	\$58,554	\$76,950	\$95,346	NE	
556		Transit Operator 2	121	121	\$53,110	\$69,796	\$86,481	NE	
557		Transit Operator 1	119	119	\$48,172	\$63,307	\$78,441	NE	
558		Transit Operator Trainee	117	117	\$43,694	\$57,421	\$71,149	NE	
<b>Labor &amp; Equipment</b>									
922		Lead Equipment Operator	124	124	\$61,481	\$80,797	\$100,113	NE	
923		Sr. Equipment Operator	122	122	\$55,765	\$73,285	\$90,806	NE	
924		Equipment Operator	119	119	\$48,172	\$63,307	\$78,441	NE	
925		Equipment Operator Trainee	117	117	\$43,694	\$57,421	\$71,149	NE	
927		Laborer	114	114	\$37,744	\$49,602	\$61,461	NE	
929		Student (Casual)	810	810	\$13,041	\$15,758	\$19,266	EX	
<b>Engineering &amp; Projects</b>									
931		Sr. Engineer	214	214	\$107,786	\$141,650	\$175,513	EX	
932		Engineering Project Manager	212	212	\$97,765	\$128,480	\$159,195	EX	
507		Project Manager	210	210	\$88,676	\$116,536	\$144,395	EX	
508		Senior Project Manager	212	212	\$97,765	\$128,480	\$159,195	EX	
933		Engineering Associate	208	208	\$80,431	\$105,701	\$130,970	EX	
934		Engineering Assistant	204	204	\$66,170	\$86,959	\$107,748	EX	
937		Sr. Engineering Aide	122	122	\$55,765	\$73,285	\$90,806	NE	
938		Engineering Aide	120	120	\$50,581	\$66,472	\$82,363	NE	
939		Engineering Intern	115	115	\$39,631	\$52,083	\$64,534	NE	
<b>Utilities Series</b>									
<b>Utility Management</b>									
641		Deputy Utility Mgr - GWS	303	303	\$124,776	\$163,978	\$203,179	EX	
621		Deputy Utility Mgr - Power Supply	303	303	\$124,776	\$163,978	\$203,179	EX	
601		Deputy Utility Mgr - Finance and Admn	303	303	\$124,776	\$163,978	\$203,179	EX	
611		Deputy Utility Mgr - Engineering	303	303	\$124,776	\$163,978	\$203,179	EX	
631		Deputy Utility Mgr - Electrical	303	303	\$124,776	\$163,978	\$203,179	EX	
<b>Operations Support</b>									
603		Business Operations Manager	212	212	\$97,765	\$128,480	\$159,195	EX	
605		Water & Energy Conservation Coord	206	206	\$72,953	\$95,873	\$118,793	EX	
609		Data Analyst	124	124	\$61,481	\$80,797	\$100,113	NE	
612		SCADA Superintendent	212	212	\$97,765	\$128,480	\$159,195	EX	
608		Sr. Data Analyst	127	127	\$71,172	\$93,533	\$115,893	NE	
613		SCADA System Specialist	132	132	\$90,836	\$119,374	\$147,913	NE	
614		SCADA System Technician	130	130	\$82,391	\$108,276	\$134,161	NE	
615		GIS System Specialist	207	207	\$76,601	\$100,668	\$124,734	EX	
657		Meter Reader Supervisor	122	122	\$55,765	\$73,285	\$90,806	NE	
610		Billing & Customer Service Supervisor	122	122	\$55,765	\$73,285	\$90,806	NE	
606		Sr. Billing & Service Specialist	119	119	\$48,172	\$63,307	\$78,441	NE	
607		Billing & Service Specialist	117	117	\$43,694	\$57,421	\$71,149	NE	

Los Alamos County Council  
Regular Session  
March 25, 2025  
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100 Series - Hourly, NonExempt  
 200/300 Series - Annual, Exempt

**Los Alamos County**  
**FY25 Salary Plan Job Class Order**  
**Effective March 25, 2025**

Job Code	FY24 Benchmark Job	Occupational Job Families and Job Classes	PROPOSED					Change In Grade	Exempt/ Non-Exempt
			Current Grade	New Grade	Minimum	Midpoint	Maximum		
asterix=benchmarked job, red=new change									
<b>Electric Production</b>									
622		Power System Supervisor	214	214	\$107,786	\$141,650	\$175,513	EX	
626		H-E Plant Supervisor	214	214	\$107,786	\$141,650	\$175,513	EX	
623		Sr. Power System Operator	132	132	\$90,836	\$119,374	\$147,913	NE	
624		Power System Operator	130	130	\$82,391	\$108,276	\$134,161	NE	
627		Sr. H-E Maintenance Technician	130	130	\$82,391	\$108,276	\$134,161	NE	
628		H-E Maintenance Technician	127	127	\$71,172	\$93,533	\$115,893	NE	
625		Power System Operator Apprentice	122	122	\$55,765	\$73,285	\$90,806	NE	
629		H-E Maintenance Tech Apprentice	120	120	\$50,581	\$66,472	\$82,363	NE	
630		Electric Production Resource Coordinator	212	212	\$97,765	\$128,480	\$159,195	EX	
<b>Electric Distribution</b>									
632		Electrical Engineering Manager	214	214	\$107,786	\$141,650	\$175,513	EX	
633		Lineman Supervisor	131	131	\$86,510	\$113,690	\$140,869	NE	
<b>Gas, Water &amp; Sewer</b>									
642		GWS Superintendent	210	210	\$88,676	\$116,536	\$144,395	EX	
<b>645</b>	<b>Correction</b>	<b>GWS Supervisor</b>	<b>126</b>	<b>126</b>	<b>\$67,783</b>	<b>\$89,079</b>	<b>\$110,375</b>	NE	
<b>Wastewater</b>									
681		WWTP Superintendent	210	210	\$88,676	\$116,536	\$144,395	EX	
682		WWTP Supervisor	126	126	\$67,783	\$89,079	\$110,375	NE	
<b>Water Supply</b>									
661		Water Systems Superintendent	210	210	\$88,676	\$116,536	\$144,395	EX	
675		Water Systems Supervisor	126	126	\$67,783	\$89,079	\$110,375	NE	

Los Alamos County Council  
 Regular Session  
 March 25, 2025  
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**Budget Revision 2025 - 44**

Council Meeting Date:03/25/2025

	<b>Fund &amp; Department</b>	<b>Org</b>	<b>Object</b>	<b>Revenue</b> (decrease)	<b>Expenditures</b> (decrease)	<b>Transfers</b> In(Out)	<b>Fund Balance</b> (decrease)
1	Economic Development Fund/ CDD/ ED	17145392	8369		\$ (2,000,000)		\$ 2,000,000
2	Economic Development Fund/ Transfers Out	17145392	9601			\$ (2,000,000)	\$ (2,000,000)
3	General Fund/ County Manager/ Regional Strategic Partner	01130225	8369		\$ 2,000,000		\$ (2,000,000)
4	General Fund/ Transfers In	01140195	7617			\$ 2,000,000	\$ 2,000,000
5							\$ -
6							\$ -
7							\$ -
8							\$ -
9							\$ -
10							\$ -
<p><b>Description:</b> Transferring earmarked funds for the broadband project into the Regional Strategic Partner Account in General Fund for the agreement with San Ildefonso.</p>							
<p><b>Fiscal Impact:</b> 0.00</p>							

**Budget Revision 2025 - 45**

Council Meeting Date: 03/25/2025

	<b>Fund &amp; Department</b>	<b>Org</b>	<b>Object</b>	<b>Revenue</b> (decrease)	<b>Expenditures</b> (decrease)	<b>Transfers</b> In(Out)	<b>Fund Balance</b> (decrease)
1	General Fund/ CDD/Economic Development	01145150	8359		\$ (9,226,250)		\$ (9,226,250)
2	General Fund/ Transfer Out	01140195	8369			\$ (9,226,250)	\$ 9,226,250
3	Economic Development Fund/ CDD/ Economic Development	17145392	8369		\$ 9,226,250		\$ (9,226,250)
4	Economic Development Fund/Transfer In	17145392	7601			\$ 9,226,250	\$ 9,226,250
5							\$ -
6							\$ -
7							\$ -
8							\$ -
9							\$ -
10							\$ -

**Description:** Transferring Economic Development Funds that were budgeted in the General Fund to the Economic Development fund to support initiatives.

**Fiscal Impact:** 0.00, the funds are just moving from one fund to the other from funds that are already budgeted.

**INCORPORATED COUNTY OF LOS ALAMOS  
AND  
SAN ILDEFONSO SERVICES, LLC**

**BROADBAND MIDDLE MILE GRANT AGREEMENT  
TO PROVIDE MATCHING FUNDS**

This Grant Agreement (hereinafter “**Agreement**”) constitutes a matching fund grant from the Incorporated County of Los Alamos (**County or Grantor**) to San Ildefonso Services, LLC (**SIS or Grantee**), a tribally chartered corporation wholly owned by the Pueblo de San Ildefonso, a federally recognized Indian tribe located in the State of New Mexico (**Pueblo**), collectively hereinafter referred to as the “**Parties.**”

**RECITALS**

WHEREAS, the Council of the Incorporated County of Los Alamos passed a Motion on March 5, 2024, to appropriate TWO MILLION DOLLARS (\$2,000,000) in the form of a grant (**County Grant**) to provide match funding (**Matching Funds**) to the Grantee’s Office of Broadband Access and Expansion Middle Mile project to help plan, design, engineer, construct and equip a middle mile broadband infrastructure project, including wireless towers, within, adjoining, near and covering the transportation corridors including state highways NM-31, NM-502 and NM-4, between the Pueblo de San Ildefonso, Espanola, Pojoaque and White Rock;

WHEREAS, the State of New Mexico through the Office of Broadband Access and Expansion (**OBAE**) awarded, on September 16, 2024, a subaward to Grantee in the amount of \$3,473,312.15, subject to the Connect New Mexico Grant Agreement # CNMF0824A04 (**OBAE Grant**) in accordance with NMSA §6-5-1 *et. seq.*, NMSA §13-1-1 *et. seq.*, §1.4 NMAC, and §2.20 NMAC for the broadband infrastructure project as described in the OBAE Grant;

WHEREAS, the County’s Matching Funds are based upon Grantee’s acceptance, participation and compliance with the OBAE Grant;

WHEREAS, Grantee has registered with the Internal Revenue Service in its name as stated herein, and been issued EIN 32-0207753;

WHEREAS, this Agreement is intended to memorialize an agreement between the County and Grantee regarding the award of the County Matching Funds required by the OBAE Grant, and contains the entire understanding and agreement between the Parties;

WHEREAS, the County’s Matching Funds are made contingent on this written Agreement between the County and the Grantee delineating the Parties’ respective obligations and responsibilities;

WHEREAS, the Parties incorporate herein, without repeating, the relevant terms of the OBAE Grant, including any amendments, if any, as set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by the Parties as follows:

## **ARTICLE 1 – COUNTY GRANT**

The Council of the Incorporated County of Los Alamos, by Motion unanimously passed on March 5, 2024, appropriated and committed TWO MILLION DOLLARS (\$2,000,000) in the form of a grant, as the County’s 36.5% Matching Funds to the OBAE Grant toward Grantee’s community and regional effort to plan, design, engineer, construct and equip a middle mile broadband infrastructure project, including wireless towers, within, adjoining, near and covering the transportation corridors between the Pueblo de San Ildefonso, Espanola, Pojoaque and White Rock.

## **ARTICLE 2 – CONTRACT DOCUMENTS**

- A. The “Contract Documents” described in the OBAE Grant, and any amendments thereto, are incorporated herein, including the following OBAE Grant exhibits, each of which is incorporated into this Agreement as though fully set forth herein:
1. Scope of Work as described in Article 6 of the OBAE Grant (**Exhibit A**)
  2. Detailed Project Budget (**Exhibit B**)
  3. Service Area Map (**Exhibit C**)
  4. Project Schedule (**Exhibit D**)
  5. List of Service Offerings and Pricing Schedule (**Exhibit E**)
  6. Serviceable Locations (**Exhibit F**)
  7. Request for Disbursement (**Exhibit G**)
- B. In the case of dispute or ambiguity arising between any of the Contract Documents, the relevant terms and conditions set forth in the OBAE Grant, and the main body of this Agreement, this Agreement and its amendments, if any, shall take precedence.

## **ARTICLE 3 – GRANT AMOUNT AND USES; MATCHING FUNDS; AVAILABILITY OF GRANT FUNDS**

- A. Grant Amount. Subject to the terms of this Agreement, the County hereby awards exclusively to Grantee a sum not to exceed TWO MILLION DOLLARS (\$2,000,000) to be used for the purposes of funding portions of the broadband infrastructure project as specified in Exhibit A of the OBAE Grant (the “**Project**”). The County Matching Funds are to be used for approved eligible costs, construction and expansion of high-speed broadband infrastructure used to provide service as specified in Exhibit B of the OBAE Grant.

- B. Eligible Expenses. Eligible expenses for the Project shall be determined in accordance with the accounting principles identified in §2.20.5 NMAC and may be used to cover expenses incurred during the period of performance as described in Article 4(B) and for allowable closeout costs incurred during the grant closeout process. A non-exhaustive list of eligible expenses includes:
1. OBAE Application Preparation
  2. Permitting and Regulatory Reviews
  3. Network Planning and Design
  4. Network Infrastructure Deployment Costs related to the construction, improvement, and acquisition of network facilities required to deploy broadband infrastructure, including: materials for cables, conduits, ducts, poles, towers, repeaters, etc.
  5. Personnel Costs
  6. Any costs directly or indirectly related to the above enumerated paragraphs 1 through 5 and as agreed upon by the County and Grantee so long as such cost complies with the OBAE Grant.
- C. Matching Funds. This County Grant is provided to satisfy the required matching funds contribution in the amount of at least TWO MILLION DOLLARS (\$2,000,000) for the Project, approximately 36.5% of the total Project cost. Matching Funds must consist of cash and in-kind contributions as expressly described in the Detailed Project Budget attached as Exhibit B, part of the OBAE Grant.
- D. Availability of Grant Funds. Notwithstanding anything in this Agreement to the contrary, all obligations of the County hereunder, including, without limitation, the disbursement of Matching Funds pursuant to this Agreement are contingent upon Grantee's compliance with the OBAE Grant.
- E. Overbudget. Grantee is responsible for performing to completion, the Project, even if the total actual expenditures exceed the amount stated in the Detailed Project Budget, Exhibit B, and Grantee solely assumes any financial risk should the Project come in over budget; provided that any cost increases due to delays outside of Grantee's control may be shared by the County and Grantee upon mutually acceptable terms, in writing. County and Grantee may also consent to amend this Agreement, in writing, to increase the Matching Funds. Any such amendment to increase the amount of the Matching Funds, shall require County Council approval before being effective.
- F. Remaining Funds. In the event Matching Funds are not expended in their entirety, any remaining Matching Funds may be re-directed as agreed upon in writing by the County and Grantee.

- G. Budget. The Matching Funds shall be available for disbursement to the Grantee for the Project after this Agreement is fully executed or the expenditure of the OBAE Grant amount, whichever occurs first.

#### **ARTICLE 4 – EFFECTIVE DATE; PERIOD OF PERFORMANCE; BUDGET PERIOD**

- A. Effective Date. This Agreement shall take effect upon execution by all parties (“**Effective Date**”).
- B. Subaward Period of Performance Start and End Date. The period of performance shall start on the Effective Date and the Project must be completed in accordance with the Project Schedule found in Exhibit D of the OBAE Grant (hereinafter “**Performance Period**”). The Grantee must inform County of any extensions required by the OBAE Grant which would affect the Performance Period here. In the event of an extension of the Performance Period required by the OBAE Grant, the Grantee is not required to seek approval from the County for such extension here. Other circumstances may arise for which Grantee may request approval from the County to extend the Performance Period on the condition Grantee demonstrates the following: (a) significant progress has been completed; (b) extenuating circumstances require an extension of time to allow the Project to be completed; and, (c) a detailed plan that will allow the Project to be completed within a reasonable extension period.
- C. Subaward Budget Period Start and End Date. The budget period shall start upon the Effective Date and shall end no later than June 30, 2026 (hereinafter “**Budget Period**”), unless extended upon agreement by both parties in writing. Grantee must submit to the County, no later than 90 calendar days or a later date if required by the OBAE Grant (or an earlier date as agreed upon in writing by Grantee and the County) after the end date of the Performance Period, all financial, performance, and other reports as required by the terms and conditions of the County Grant, if any.

#### **ARTICLE 5 – SCOPE OF WORK**

Grantee’s Scope of Work, including all supporting documents (except for Grantee’s audited financial statements and *pro forma* financials) and any written modifications or reports resulting from the review by the County (collectively “**Scope of Work**,” attached as Exhibit A to the OBAE Grant), are incorporated into this Agreement. Grantee shall engage in activities as set forth in the Scope of Work. In considering any change request by Grantee, the County may consider mitigating factors not caused by Grantee and/or outside Grantee’s control.

#### **ARTICLE 6 – LEGAL COMPLIANCE**

- A. Project Requirements. Grantee shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, software, services, engineering, testing and/or any other act or thing required to perform and complete the Project in accordance with the

OBAE Grant, the Scope of Work and Project OBAE Grant, including the Project administration requirements, including but not limited to, the following:

1. Procure and provide construction and installation of all necessary broadband infrastructure and equipment for the Project.
  2. Develop an operation and maintenance plan for the system upon Project completion.
- B. Non-Discrimination. Grantee agrees to comply with all other applicable state statutes, regulations and executive orders, including but not limited to applicable statutes and regulations prohibiting discrimination in programs receiving state financial assistance and all applicable environmental laws and regulations.
- C. Civil Rights Compliance. The Pueblo and Grantee are not subject to the provisions of the New Mexico Human Rights Act, NMSA §28-1-1 *et. seq.*
- D. Maintenance of and Access to Records. Grantee shall maintain records and financial documents sufficient to evidence compliance with state laws, regulations, and related guidance, the OBAE Grant, and this Agreement. The County or their authorized representative shall have the right of access to records (electronic and otherwise) of Grantee, with 48 hours advance written notice, in order to conduct audits or other investigations related to the Matching Funds. Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended.
- E. Conflicts of Interest. Grantee understands and agrees it must maintain a conflict-of-interest policy consistent with the Governmental Conduct Act, NMSA §10-16-1 *et seq.*, and that such conflict-of-interest policy is applicable to each activity funded under this Agreement. Grantee must disclose, in writing, to the County, any conflict of interest or potential conflict of interest affecting the Matching Funds.
- F. False Statements. Grantee understands that knowingly and intentionally making false statements or claims in connection with this Agreement may be a violation of law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in future awards or contracts, and/or any other remedy available by law.

#### **ARTICLE 7 – OVERPAYMENTS; DISCLAIMER;**

- A. Overpayments. Any Matching Funds paid to Grantee (a) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of the County Grant; and (b) that are believed by the County to have been misused, must be returned to the County, provided that Grantee is provided 7 days' written notice and must be given the opportunity to demonstrate compliance and/or remedy the County's concerns within a reasonable amount of time. The County will take any actions available to it to collect such overpayments if it is determined that the Matching Funds must be returned to the County.

B. Disclaimer.

1. Grantee acknowledges and accepts that the County expressly disclaims any and all responsibility or liability to Grantee or third persons for the actions of Grantee or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Agreement or any other losses resulting in any way from the performance of the County Grant or any contract, or subcontract under this Agreement.
2. The acceptance of this Agreement by Grantee does not in any way establish an agency relationship among or between the County and Grantee.

C. Remedies. In the event of Grantee's noncompliance with this Agreement, the County may take available remedies as set forth under the law and in accordance with Article 19 herein.

D. Audit Requirements. Grantee understands that the County may want to conduct an annual audit in accordance with the Audit Act, NMSA § 12-6-2 *et seq*, and that financial records related to this Agreement may be subject to review. Grantee agrees to provide unrestricted access to, or produce copies of, any financial records related to this Agreement to the County, or designated contactor for purposes of completing the audit, upon 48 hours' advanced written notice to Grantee.

E. Labor. Grantee, as a wholly owned corporation of the Pueblo is exempt from New Mexico Public Works Minimum Wage Act requirements.

**ARTICLE 8 – DELETED**

**ARTICLE 9 – PAYMENT DISBURSEMENT**

A. Conditions of Disbursement. The following conditions apply to payment disbursements of Matching Funds from the County to Grantee:

1. Grantee's expenditures shall be made during the Performance Period and prior to the termination of this Agreement (*i.e.*, the goods and services have been delivered and accepted or title to the goods have been transferred to the Grantee and/or the services have been rendered for the Grantee);
2. The total amount received by Grantee under this Agreement shall not exceed the specified Matching Funds;
3. Grantee is in compliance with the terms and conditions of this Agreement to the satisfaction of the County; and
4. Grantee has submitted written requests for payment disbursements of Matching Funds consisting of all documentation required under this Article 9.

- B. Request for Payment Disbursements Procedures and Deadlines. The County will provide \$500,000 initially, within two weeks of the Effective Date. After the initial \$500,000 disbursement, Grantee shall request payment disbursements for grant expenditures by submitting written requests for payment disbursements in a form similar to **Exhibit G** of this Agreement (hereinafter “**Request for Disbursement**”).

## **ARTICLE 10 – REPORTING REQUIREMENTS**

- A. Quarterly Progress Reports. No later than thirty (30) calendar days after the end of each calendar year quarter commencing on the Effective Date and ending upon Project closeout, Grantee must submit to the County a copy of its quarterly progress report made under the OBAE Agreement.
- B. Close-Out Report. Grantee shall deliver a copy of its close out report to the State and to the County no later than ninety (90) calendar days after Substantial Completion or termination of the Agreement or expenditure of all County Grant funds, whichever event occurs last.

## **ARTICLE 11 – LIAISONS**

All project management and coordination on behalf of the County shall be through a single point of contact designated as the County’s liaison. Grantee shall designate a liaison that will provide the single point of contact for management and coordination of Grantee’s work.

The liaisons for this Agreement are:

For the County:

Jerry Smith  
Office of County Manager  
Director of Broadband  
100 Central Ave  
Los Alamos, NM 87544  
Jerry.smith@lacnm.us

For Grantee:

Peter Fant  
SIS Manager  
San Ildefonso Services, LLC  
02 Tunyo Po  
Santa Fe, NM 87506  
pfant@sanisvcs.com

## **ARTICLE 12 – PROJECT MONITORING**

The County or any of its authorized agents may monitor and inspect all phases and aspects of Grantee’s performance to determine compliance with the Scope of Work, the proper use of Matching Funds, and other technical and administrative requirements of this Agreement, including the adequacy of Grantee’s records and accounts. This section shall survive termination of this Agreement.

## **ARTICLE 13 – NOTICE**

All notices or communications required or permitted to be given by a Party under the provisions of this Agreement must be in writing and delivered to the other Party's liaison identified herein.

#### **ARTICLE 14 – ASSIGNMENT OF AGREEMENT; TRANSFER OF PROJECT ASSETS**

Grantee may not assign or transfer any portion of this Agreement without the prior written consent of the County, in its sole discretion. In the event that any assets acquired, in whole or in part, with Matching Funds are to be sold, leased, licensed to or operated by a private entity other than Grantee during the useful life of the assets, the sale, lease, license, or operating agreement must be approved by the Grantor before it may become effective by the applicable oversight entity (if any) in accordance with state and federal law or, if no oversight entity is required to approve the transaction, it must be approved before it may become effective by OBAE and the County based on a determination whether the transaction complies with applicable state and federal law and this Agreement. The County understands OBAE likely has a right of first refusal under Article 14 of the OBAE Grant, to any assignment of the Agreement or transfer of Project assets.

#### **ARTICLE 15 –DEFAULT, CURE, TERMINATION AND REMEDIES**

- A. Default. The County may unilaterally terminate this Agreement for default by Grantee (“**Event of Default**”) as authorized by, and subject to the requirements of, § 1.12.21.14 NMAC. Before terminating this Agreement, the County shall provide Grantee notice of the claimed default and provide an opportunity to cure. Grantee shall be allowed at least 30 days to cure the noticed default.
- B. Remedies. Upon the occurrence of any Event of Default and Grantee's failure to cure said Event of Default within the applicable cure period as provided by § 1.12.21.14 NMAC, or in the event of termination by the County, the County may, in its sole discretion, exercise any right, or pursue any remedy, authorized by state or federal law, or the terms of this agreement. Such rights and remedies may include, but are not limited to, the following actions:
1. Withhold any remaining payments or disbursements of the Matching Funds to be made under this Agreement, in which event Grantee shall have no right, title, or interest in or to any of the undisbursed Matching Funds;
  2. Disallow (that is, deny any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Treat the Agreement as breached and pursue any remedies at law or in equity, or both, as described in Article 19 herein; or
  4. Demand repayment of all or a portion of the Matching Funds disbursed to Grantee, plus all costs and reasonable attorney's fees incurred by the County in recovery proceedings.
- C. Grantee Termination. Grantee may unilaterally terminate this Agreement for default by County. Before terminating this Agreement, Grantee shall provide County notice of the

default and an opportunity to cure. The County shall be allowed at least 30 days to cure the noticed default. Upon such termination, any unexpended Matching Funds that were disbursed to Grantee shall be returned by Grantee to the County.

- D. Mutual Termination. In the event OBAE terminates the OBAE Grant Agreement, County and Grantee shall agree to mutually terminate this Agreement. Upon such termination, any unexpended Matching Funds that were disbursed to Grantee shall be returned by Grantee to the County.

#### **ARTICLE 16 – CONFLICT OF INTEREST**

Grantee warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with Grantee's performance under this Agreement.

#### **ARTICLE 17 – OWNERSHIP AND PUBLICATION OF MATERIALS**

All reports, information, data, and other materials prepared by Grantee or any of its contractors, subcontractors, or subrecipients in furtherance of this Agreement are the property of OBAE, Grantee and the County, unless otherwise limited by the OBAE Grant. Both Grantee and the County have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, authorize others to use, and to otherwise use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of both the County and Grantee.

#### **ARTICLE 18 – 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 without regard to its conflict of law provisions.

#### **ARTICLE 19 – MEDIATION AND LIMITED WAIVER OF SIS SOVEREIGN IMMUNITY**

- A. Any claim or dispute between the parties arising out of the terms of this Agreement that cannot be settled between the parties after good faith efforts, shall first be resolved through mediation as a condition precedent to resolution in the U.S. District Court of New Mexico located in Santa Fe, New Mexico. Mediation is a non-binding process in which the Parties meet with an impartial person who helps resolve the dispute informally and confidentially. Either party can issue a request for mediation in writing, delivered to the other party. Mediation shall be conducted by a mutually agreed upon mediator, and the parties shall share the mediator's fee equally.

- B. In the event the dispute cannot be resolved by mediation, SIS expressly grants a limited waiver of sovereign immunity and tribal court jurisdiction and remedies for the sole and exclusive benefit of County for the limited purpose of the commencement, maintenance and enforcement of any action or claims arising out of or related to enforcing the terms of this Agreement through declaratory and/or injunctive relief and consents to the jurisdiction of the U.S. District Court of New Mexico located in Santa Fe, New Mexico. This limited waiver does not survive the termination of this Agreement.
- C. SIS expressly agrees to a limited waiver of its immunity regarding all rights or duties it may have to bring claims described above in, proceed before or seek or exhaust remedies in, any tribal court or forum, and the right of any such tribal court or forum to hear or resolve the same claims as above. Accordingly, SIS expressly agrees to waive any rule, doctrine or defense relating to the exhaustion of remedies, abstention or comity that may otherwise require or permit a claim to be heard or resolved in a tribal court or other tribal forum.
- D. SIS does not waive, grant a limited waiver of its sovereign immunity, or otherwise consent to the enforcement, levy or other execution of any judgment for money, punitive or interest damages, consequential damages, attorney fees, or other damages against any assets, real or personal, of SIS or the Pueblo.
- E. This limited waiver of sovereign immunity is given exclusively to County. SIS does not waive sovereign immunity as to any third-party and this waiver may not be construed to grant any rights or interests to any third party.
- F. This limited waiver shall also not be construed as a waiver of any officer, manager, or employee of SIS in their official capacity, nor shall it be construed as a waiver of sovereign immunity of the Pueblo, nor of any officer, manager, or employee of the Pueblo in their official capacity.

## **ARTICLE 20 – REPRESENTATIONS AND WARRANTIES**

Recognizing that the County is relying hereon, Grantee represents and warrants, as of the Effective Date of this Agreement, as follows:

- A. Organization; Power, Etc. Grantee: (1) is duly organized and validly existing under the laws of the Pueblo de San Ildefonso; (2) is duly qualified to do business and is in good standing in the State of New Mexico; (3) has legal power to own and operate its assets and to carry on its business and to enter into and perform its obligations under this Agreement; (4) has duly and lawfully obtained and maintained all material licenses, certificates, permits, authorizations and approvals necessary to conduct its business or required by applicable laws; and (5) is eligible to receive the Matching Funds described in this Agreement from the County.

- B. Authority. The execution, delivery and performance by Grantee of this Agreement and the performance of the transactions contemplated hereby and thereby have been duly authorized by all necessary actions and do not violate any provision of law or any charter, articles of incorporation, organization documents or bylaws of Grantee or result in a breach of, or constitute a default under, any agreement, security agreement, note or other instrument to which Grantee is a party or by which it may be bound. Grantee has not received any notice from any other party to any of the foregoing that a default has occurred or that any event or condition exists that with the giving of notice or lapse of time or both would constitute such a default.
- C. Consents. No consent, approval, authorization, order, filing, qualification, license, or permit of any governmental authority is necessary in connection with the execution, delivery, performance, or enforcement of this Agreement, except such as have been obtained and are in full force and effect.
- D. Binding Agreement. Each part of this Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally.
- E. Compliance with Applicable Laws. Grantee will comply with all applicable federal, state, and local laws, rules, regulations, ordinances, codes and orders materially applicable to the performance and administration of this Agreement.
- F. Litigation. There is no pending or threatened legal, arbitration or governmental actions or proceedings to which Grantee is a party or to which any of its property is subject which, if adversely determined, could have a material adverse effect on its ability to perform its obligations hereunder.
- G. Information Submitted. All information, reports, and other documents and data submitted to the County in connection with Grantee's request for funding were, at the time the same were furnished, complete, and correct in all material respects. Any financial statements or data submitted in connection with Grantee's request for funding present fairly, in all material respects, the financial position of Grantee and the results of its operations in conformity with standard accounting practices. Since the date thereof, there has been no material adverse change in the financial condition or operations of Grantee.

## **ARTICLE 21 – PURCHASES WITH GRANT FUNDS**

Except as specifically authorized in writing in advance by the County, all facilities, materials, equipment, supplies, replacements and all other tangible real or personal property procured for the Project shall not, at the time Grantee submits a Request for Payment Disbursement to the County

for such items, be subject to any conditional sales agreement, mortgage, bailment lease or other agreement reserving to the seller any right, title or lien.

## **ARTICLE 22 – DEBARMENT**

Grantee certifies and agrees to ensure during the term of this Agreement that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any governmental department or agency.

## **ARTICLE 23 – FORCE MAJEURE**

Neither Party will be liable for damages for any delay or Default in performing hereunder in the event such delay or Default is caused by conditions beyond the Party's control including, but not limited to Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), war, insurrection and/or any other cause beyond the reasonable control of the Party whose performance is affected thereby.

## **ARTICLE 24 – GENERAL PROVISIONS**

- A. Tribal Sovereignty. Nothing in this agreement shall constitute a waiver of the Pueblo of San Ildefonso sovereignty, or be construed to limit the privileges and immunities of sovereign nations.
- B. Waiver. A Party's failure to require strict performance of any provision of this Agreement will not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its rights hereunder will be effective unless made in writing, and no effective waiver by a Party of any of its rights will be effective to waive any of its other rights, duties or obligations hereunder.
- C. Severability. The provisions of this Agreement are severable, and in the event for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court, agency or commission having jurisdiction over the subject matter hereof, such invalidity will not affect the other provisions of this Agreement, which will be given effect absent the invalid provision.
- D. Headings. Any and all headings within this Agreement are inserted for convenience and ease of reference and will not be considered in the construction or interpretation of any article, section or provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

- E. Dispute Resolution. In the event dispute arises between the Parties, either Party may send a letter to the other Party requesting the other Party to enter into a dispute resolution process in accordance with Article 19.
- F. Entire Agreement. This Agreement along with the Contract Documents comprise the entirety of the binding agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment must be in a written agreement signed by the Parties.

WHEREFORE, the Parties' authorized representatives sign this Agreement as follows.

GRANTEE

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Peter Fant  
 SIS Manager

INCORPORATED COUNTY OF LOS ALAMOS

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Anne W. Laurent, County Manager

Approved for financial sufficiency:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Helen Perraglio, Chief Financial Officer

Approved for legal sufficiency:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 J. Alvin Leapheart, County Attorney

# EXHIBIT A - Scope of Work

ORGANIZATION San Ildefonso Services, LLC  
 LEGAL NAME and  
 DBA [If Applicable]

Project Name San Ildefonso Broadband project

Project Summary San Ildefonso Broadband Project provides a middle mile fiber connection from Los Alamos County to Pojoaque and RediNET, and wireless towers to accomplish 3 critical objectives for San Ildefonso Pueblo, Los Alamos County and New Mexico.

1. Provide a financially stable business model that will support the 255 NTIA funded Pueblo homes. With the end of the Tribal ACP program, the 255 homes alone do not provide a sustainable network. Because of financial pressures in the Tribal community, it will be difficult to achieve 50% adoption in the area without ACP. San Ildefonso families need broadband for education, healthcare, and future sovereign economic development.
2. Build a resilient fiber connection from Pojoaque, through San Ildefonso Pueblo to Los Alamos County. Los Alamos currently has a single connection off the Mesa that runs 2 miles through an uncontrolled canyon on San Ildefonso Pueblo. This connection has often failed and the infrastructure was in jeopardy due to its location. A secondary connection will provide resiliency to life saving or national emergency systems that are important to Los Alamos County and the National Lab. Additionally, a secondary connection will keep schools, local, and federal government a resilient connect to protect the community's critical infrastructure and businesses.
3. Reinforce 5G wireless deployment and E911 public safety across the region. The 5G/4G wireless and LTE coverage is nonexistent throughout the area critical 911 services have little to no coverage even when driving 13 miles across San Ildefonso Pueblo up to the Los Alamos Mesa. By providing new towers and fiber connections to those towers the region can now rely on expanded 5G and critical life safety systems like First Contact.

Unique Entity  
 Identifier

NETWORK PURPOSE	Middle-Mile
TECHNOLOGY TYPE	Fiber
Total Project Budget:	\$5,474,312.15
Grant Amount Requested	\$3,474,215.00
Grant Amount Awarded	\$3,474,312.15
Matching Funds Contribution Sources:	Government Entity
Total Matching Cash Funds:	\$2,000,000.00
Total Matching InKind Funds:	\$0.00
Total Matching Amount in Dollars:	\$2,000,000.00
Cost Per Unit/Premises:	\$912,385.40
Total Budgeted Costs per Servable Unit/Premises:	\$912,385.40
Total Grant Costs per Servable Premises:	\$912,385.40
Names of Counties to Be Served	Los Alamos County and Santa Fe County
Number of	2.0

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Communities Served

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\*\*\*Number of Interconnection Points 5.0

---

Total Fiber Miles 10.96

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# New Fiber Miles 10.96

---

# Upgraded Fiber Miles 0.0

---

# Leased Fiber Miles: 0.0  
Last-Mile Fiber Miles 0.0

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Middle-Mile Fiber Miles 10.96

---

Number of Total Towers/Poles 4.0

---

Number of New/Owned Poles 4.0

---

Number of New/Owned Poles 0.0

---

Number of Leased Towers/Poles 0.0

---

Number of Base Stations 0.0

---

How Many Square Miles will be Covered [Coverage Area]? 19.3

---

How Many Square 0.0  
Miles will be Covered  
[Coverage Area]?

---

Spectrum Frequency 0  
Bands Used: if  
using multiple  
bands please  
specify  
locations/Inciden  
ce

---

License Requirement n/a

---

Total Premises Covered by Project	2.0
---	-----

---

Homes	0
-------	---

---

Businesses	2
------------	---

---

Community Anchor Institutions	0
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---

Farms	0
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Connect New Mexico Fund	
Exhibit B - Detailed Project Budget	
Recipient	San Ildefonso Services, LLC
Project Name	San Ildefonso Broadband Project

	TOTAL BUDGET	TOTAL GRANT	GRANT %	TOTAL CASH MATCH	TOTAL IN-KIND MATCH	TOTAL MATCHING	MATCHING %
<b>TOTALS</b>	<b>\$ 5,474,312.15</b>	<b>\$ 3,474,312.15</b>	<b>63.47%</b>	<b>\$ 2,000,000.00</b>	<b>\$ -</b>	<b>\$ 2,000,000.00</b>	<b>36.53%</b>



#	Categories and Eligible Cost Areas	Specific Cost Element	Units	Unit Price	Total Element Cost	Grant Amount Per Cost Element	Grant Percentage	Cash - Matching Contribution Per Cost Element	In-Kind - Matching Contribution Per Cost Element	Total Matching Contributions	Matching Contribution Percentage	Brief Narrative of Cost Element (e.g., description, purpose, necessity)
1	<b>Application Preparation</b> Costs related to preparing an application	Application preparation and supporting documents	1	\$ 100,000.00	\$ 100,000.00	\$ -	0.00%	\$ 100,000.00	\$ -	\$ 100,000.00	100.00%	Costs for grant application, field surveys and application curing
		Fill	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!	Fill
2	<b>Market Assessment</b>	Fill	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!	Fill
3	<b>Permitting and Regulatory Reviews</b> Upfront costs for rights of way, easement and condemnation; acquiring permits; costs associated with satisfying the environmental, historical and cultural assessment, reviews, and mitigation	NMDOT permits submission & Survey	11	\$ 7,700.00	\$ 84,700.00	\$ 84,700.00	100.00%	\$ -	\$ -	\$ -	0.00%	New Mexico Department of Transportation. NMDOT requirements include AutoCAD drawings, traffic control plans and plan and profile.
		Cultural,environmental & legal survey - towers	4	\$ 25,000.00	\$ 100,000.00	\$ -	0.00%	\$ 100,000.00	\$ -	\$ 100,000.00	100.00%	Tribe and BIA require a legal survey, NEPA EA, and final survey of each installed facility. Paid with matching funds
		Archeologist	1	\$ 100,000.00	\$ 100,000.00	\$ -	0.00%	\$ 100,000.00	\$ -	\$ 100,000.00	100.00%	Designated for San Ildefonso FT inspection as required by NEPA Cat Ex paid with matching funds
		Fill	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!	Fill
	<b>Network Planning and Design</b>	Layer 1 Engineering	11048	\$ 2.15	\$ 23,753.20	\$ 23,753.20	100.00%	\$ -	\$ -	\$ -	0.00%	Fiber design for length of project, paid upon completion of bidding process for fiber
		Fill	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!	Fill
4	Architectural and engineering design; field visits to confirm design											
5	<b>Network Infrastructure Deployment</b> Costs related to the construction, improvement, and acquisition of network facilities required to deploy broadband infrastructure, including: * Materials for cables, conduits, ducts, poles, towers, repeaters, etc.	Construction w/tax & bonding	1	\$ 2,934,169.41	\$ 2,934,169.41	\$ 2,640,752.47	90.000%	\$ 293,416.94	\$ -	\$ 293,416.94	10.000%	All conduit, fiber, handhole and associated construction costs for buried conduit and fiber from Rio Grande up to White Rock. Includes one boring of Rio Grand at Otowi crossing bridge
		Traffic Control	410	\$ 750.00	\$ 307,500.00	\$ 276,750.00	90.00%	\$ 30,750.00	\$ -	\$ 30,750.00	10.00%	Includes both time to develop submitted traffic control plans and the vendors cost to implement the traffic control plans
		External Project Management	11048	\$ 1.48	\$ 16,351.04	\$ 16,351.04	100.00%	\$ -	\$ -	\$ -	0.00%	10g staff for project monitoring
		Cell towers	4	\$ 255,000.00	\$ 1,020,000.00	\$ -	0.00%	\$ 1,020,000.00	\$ -	\$ 1,020,000.00	100.00%	Assume construction happens after the fiber is installed, paid with matching funds
		Pueblo Project Manager	1	\$ 75,000.00	\$ 75,000.00	\$ -	0.00%	\$ 75,000.00	\$ -	\$ 75,000.00	100.00%	Pueblo Project Manager that reports back to the Governor and community
		Construction Contingency	1	\$ 367,974.06	\$ 367,974.06	\$ 154,113.89	41.88%	\$ 213,860.17	\$ -	\$ 213,860.17	58.12%	Contingency, to be moved into appropriate account as project progresses
6	<b>Network Equipment</b> - Last-Mile: Electronics necessary to deliver service to an end user including, but not limited to optical line terminal (OLT), optical network terminals (ONT), routers, switches, firewalls, wireless radio equipment, antennae, access points, and any necessary equipment shelters. - Middle-Mile: Electronics necessary to deliver backhaul and middle-mile services	Electronics for Totavi and Tewa	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	100.00%	\$ -	\$ -	\$ -	0.00%	Electroninc equipment, final connectivity to end users
		Fill	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!	Fill
7	<b>Customer Premise Equipment</b>	Fill	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!	Fill
8	<b>Land, Buildings and Structures</b>	Fill	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!	Fill
		Fill	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!	Fill

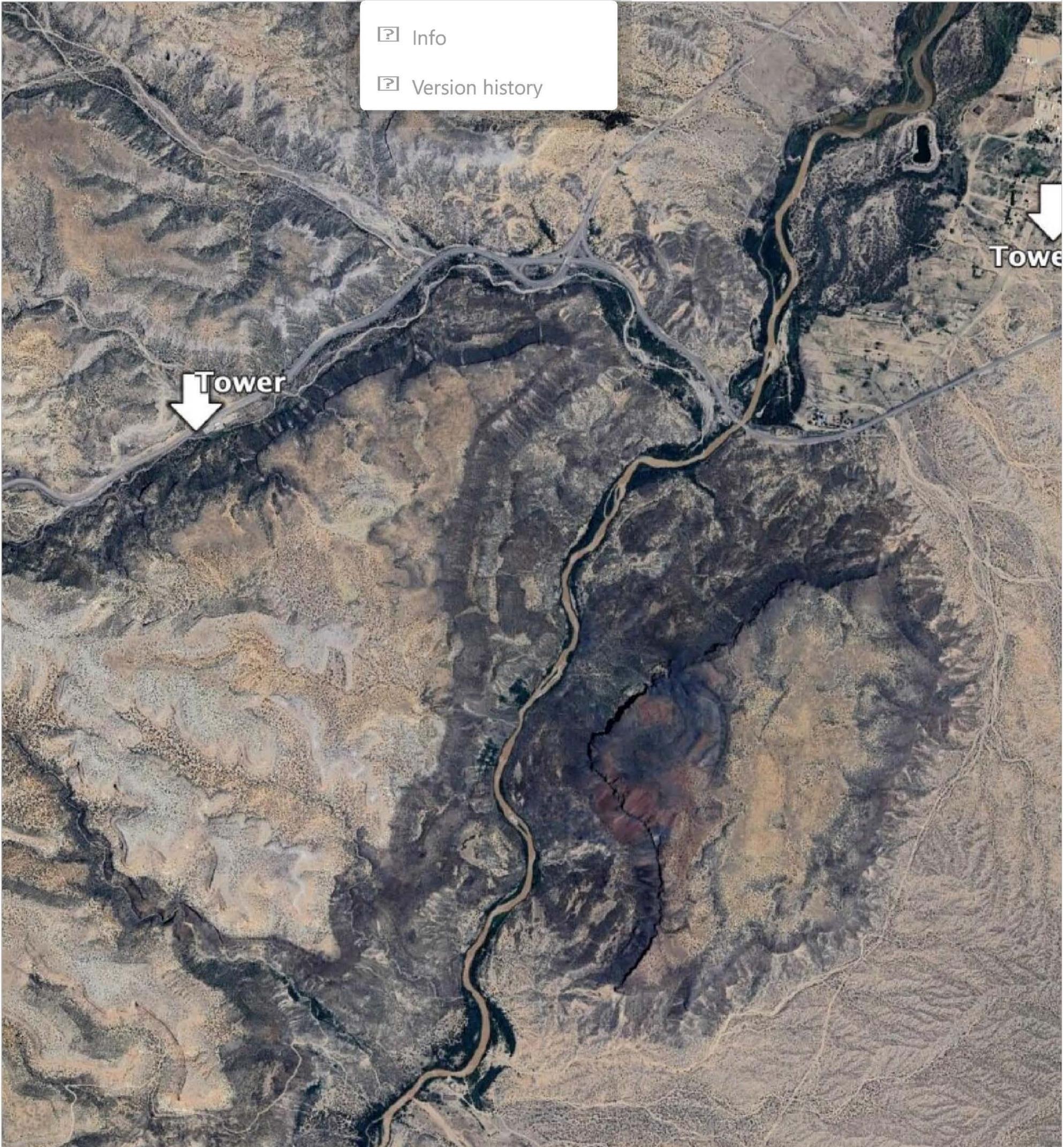
## Exhibit B

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	Costs related to the construction, improvement, and acquisition of land, structures, buildings specific to the deployment of broadband	Fill	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!	Fill
9	<b>Long-Term Leases</b>	Fill	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!	Fill
10	<b>Personnel</b> Personnel costs, including salaries and fringe benefits for staff and consultants required for the implementation of the project (such as project managers, program directors, subject matter experts, grant administrators, financial analysts, accountants, and attorneys)	Admin/grants mgt/reporting/grant writing	1	\$ 334,864.44	\$ 334,864.44	\$ 267,891.55	80.00%	\$ 66,972.89	\$ -	\$ 66,972.89	20.00%	Program activities tracking from the collection of data received from tribal administration, and construction contractors, to conduct an ongoing evaluation throughout pre-construction, construction, to completion.technical services in research, planning and development.
		Fill	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!	Fill
		Fill	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!	Fill
		Fill	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!	Fill
11	<b>Grants Administration and Reporting</b>	Fill	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!	Fill
12	<b>Testing</b>	Fill	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!	Fill
				<b>Total</b>	<b>\$ 5,474,312.15</b>	<b>\$ 3,474,312.15</b>	<b>63.47%</b>	<b>\$ 2,000,000.00</b>	<b>\$ -</b>	<b>\$ 2,000,000.00</b>	<b>36.53%</b>	

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**Exhibit B**



Info  
Version history

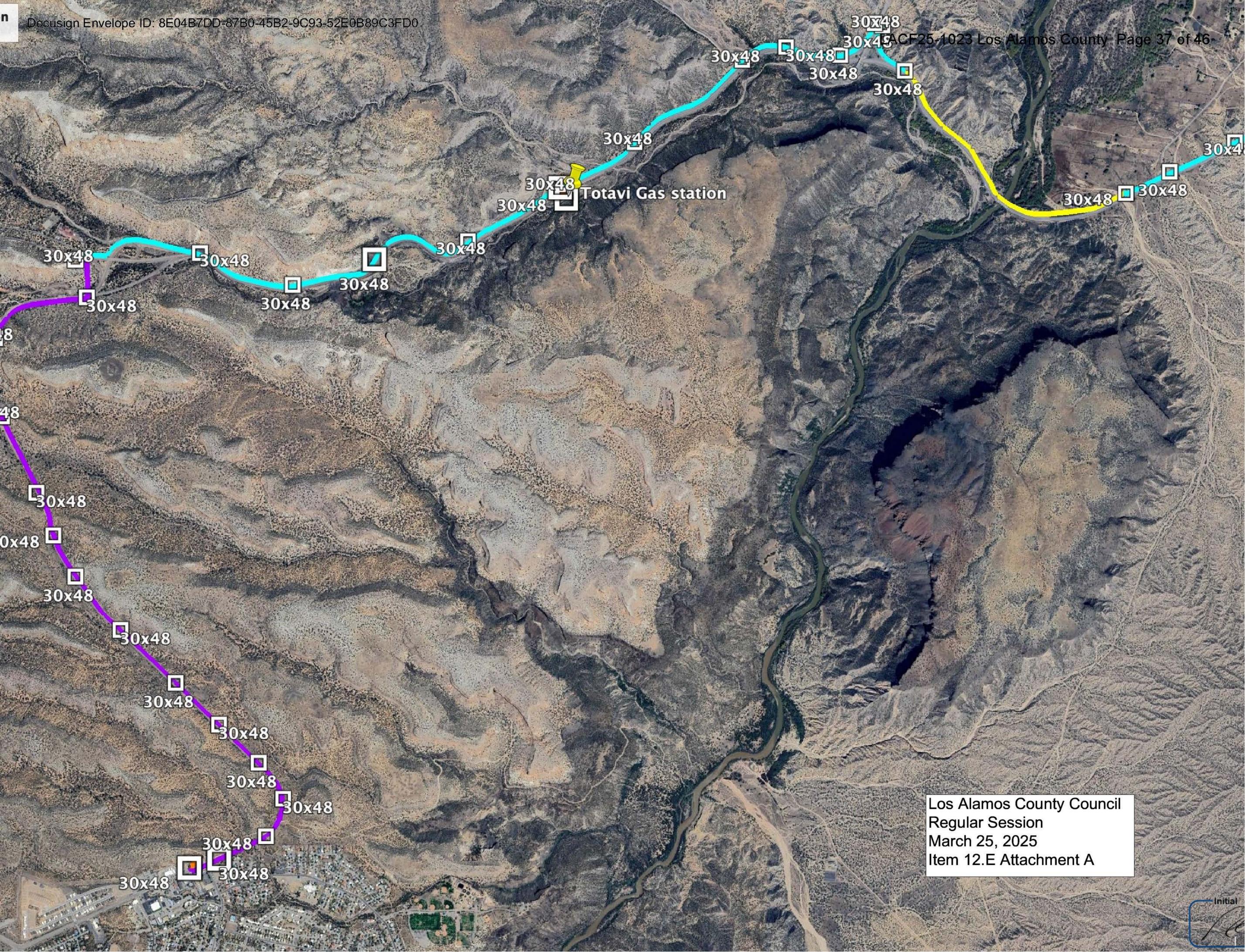
Tower

Towe

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[?]

**Exhibit C**



Totavi Gas station

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Initial



<b>Connect New Mexico Fund</b>	
<b>Exhibit D - Project Schedule</b>	
<b>Recipient</b>	<b>San Ildefonso Services, LLC</b>
<b>Project Name</b>	<b>San Ildefonso Broadband Project</b>
<b>Id/No</b>	

12-Sep-24

<b>WBS No.</b>	<b>Project Area - Activity (e.g., tasks, actions)</b>	<b>Status (List)</b>	<b>Target Start Date (Month / Year)</b>	<b>Target End Date (Month / Year)</b>	<b>Other brief relevant input (e.g., critical dependencies, strategy to ensure on-time competition, early planning steps, etc.)</b>
<b>1.0</b>	<b>Market Assessment</b>		<b>May-24</b>	<b>Dec-24</b>	
1.1	Community Anchor Institution Outreach		May-24	Dec-24	Survey CAI's to determine their need
1.2	State Local and Federal Outreach		May-24	Dec-24	Introduce the project to the community
<b>2.0</b>	<b>Network and Engineering Design</b>		<b>Jul-24</b>	<b>Nov-24</b>	
2.1	Network Design		Jul-24	Nov-24	San I has engaged the design early in anticipation of the grant award. This project will tie into an existing project to facilitate a more timely deployment.
<b>3.0</b>	<b>Permitting (right of way, easements, etc.)</b>		<b>Sep-24</b>	<b>Oct-24</b>	
3.1	NM DOT permitting		Sep-24	Nov-24	The majority of this project is on San I tribal land, NMDOT has been engaged and support the project. A small portion will be placed with a Los Alamos waterline project to reduce installation costs. Department of Energy (Los Alamos Labs) owns a portion of the path, we have engaged DOE for ROW in the portion of the project. We are expecting approval by the time of grant award.

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3.2	San I ROW		Sep-24	Nov-24	San I has a letter from the Governor supporting this project. All of the pathways are pre-disturbed, and we have engaged EA for this project. San I to grant ROW for this project as well as NMDOT, DOE and Los Alamos County.
<b>4.0</b>	<b>Environmental Assessment</b>		<b>Jul-24</b>	<b>Jul-25</b>	
4.1	Environmental Assessment		Jul-24	Jul-25	EA started prior to grant award, the Pueblo along with DOE should have EA clearance by July or August. Cell tower clearance will be completed after NMDOT ROW Clearance
<b>5.0</b>	<b>Site Preparation</b>		<b>Sep-24</b>	<b>Nov-25</b>	
5.1	Site Preparation		Sep-24	Nov-25	Our site prep will be storage areas for the project materials. We have identified the locations and are pre-disturbed locations. Cell tower site prep will happen later

<b>WBS No.</b>	<b>Project Area - Activity (e.g., tasks, actions)</b>	<b>Status (List)</b>	<b>Target Start Date (Month / Year)</b>	<b>Target End Date (Month / Year)</b>	<b>Other brief relevant input (e.g., critical dependencies, strategy to ensure on-time competition, early planning steps, etc.)</b>
<b>6.0</b>	<b>Workforce Development</b>		<b>May-24</b>	<b>Dec-26</b>	
6.1	Outreach to identify a training program to get Tribal Members trained for various jobs for construction portion and training for the ongoing support of the ISP		May-24	Dec-26	Fiber Tech Training Customer Service Tech Network Engineer
<b>7.0</b>	<b>Vendor Selection and Procurement</b>		<b>Aug-24</b>	<b>Oct-25</b>	
7.1	RFP		Aug-24	Oct-25	Vendor selection will be through RFP process, per San I procurement policy. Cell towers may be bid later
7.2	Select Vendor		Sep-24	Oct-25	San I will conduct a formal RFP review of respondents, San I team to review and select finalist. Candidants will be notified of award. Cell towers will be awarded later

<b>8.0</b>	<b>Network Deployment/ Construction</b>		<b>Aug-24</b>	<b>Dec-26</b>	
8.1	Order Materials		Aug-24	Apr-25	Construction vendor, when awarded will order the materials. San I has engaged material vendors early to pre-stage materials for this project.
8.2	Construction		Nov-24	Dec-26	Fiber installation is anticipated to take 363 days to construct all within the NMDOT ROW. Cell Tower construction may take up to a year longer due to the specific land clearances if there are issues all outside of DOT ROW
8.3	Fiber Placement		Dec-24	Dec-26	Fiber placement to commence as the conduit is placed
8.4	Fiber Splicing		Jan-25	Dec-26	Fiber splicing will run congruent to the fiber placement. This will accelerate the testing and turn up of the sites.
<b>9.0</b>	<b>Network Testing</b>		<b>Apr-25</b>	<b>Dec-26</b>	
9.1	Fiber Testing		Apr-25	Dec-26	Fiber testing will be completed after fiber splicing and test are completed. Any high loss splices will be repaired during this time.
<b>10.0</b>	<b>Development and Launch of Marketing Strategy and Sales Programs</b>		<b>Nov-24</b>	<b>Dec-26</b>	
10.1	Marketing Program		Nov-24	Dec-26	Begin outreach to customers on the Mesa
10.2	Sales Program		Noc-24	Dec-26	Outreach to Identified customers on the Mesa
<b>11.0</b>	<b>Development and Launch of Adoption Assistance Programs</b>		<b>N/A</b>	<b>N/A</b>	
11.1	NA for Middle Mile				
<b>12.0</b>	<b>Launch of Commercial Service</b>		<b>Jul-25</b>	<b>Mar-27</b>	
<b>WBS No.</b>	<b>Project Area - Activity (e.g., tasks, actions)</b>	<b>Status (List)</b>	<b>Target Start Date (Month / Year)</b>	<b>Target End Date (Month / Year)</b>	<b>Other brief relevant input (e.g., critical dependencies, strategy to ensure on-time competition, early planning steps, etc.)</b>

12.1	60 days after turn up.		Jul-25	Mar-27	Turn Up for first customers.
<b>13.0</b>	<b>Customer Installations</b>		<b>May-25</b>	<b>Mar-27</b>	
13.1	Turn up service		May-25	Mar-27	Customer turn up will immediately follow fiber testing.

## Exhibit E

### Proposed Services and Pricing San Ildefonso Broadband Project

This document outlines the available services and pricing for the San Ildefonso Pueblo Network Project. Aimed at ISPs, businesses, and community institutions in the San Ildefonso Pueblo area, it details our internet service offerings designed for varying needs, from basic connectivity to high-capacity requirements. Our goal is to provide scalable and reliable internet solutions that support the digital needs of our community.

#### 1. Data Service Offerings:

- **Dark Fiber**
- **Pricing:** \$150 per mile per fiber pair over an 11-mile stretch
- **Description:** Offers scalability and control, ideal for ISPs and large businesses for easy traffic management and capacity expansion.

#### 2. Internet Services:

- **1G Internet:** \$350/month. Suitable for small to medium enterprises requiring reliable internet connectivity.
- **10G Internet:** \$4,500/month. Designed for larger organizations and ISPs needing higher bandwidth.
- **100G Internet:** \$15,000/month. Caters to institutions and ISPs with extensive internet usage requirements.

#### 3. Wavelength Services:

- **10G Wavelength:** \$2,000/month. Perfect for high-capacity, point-to-point connections.
- **100G Wavelength:** \$5,000/month. Suitable for high-demand scenarios like data center interconnects.
- **400G Wavelength:** \$8,000/month. For bandwidth-intensive applications and network backbones.

#### 4. Tower Leasing:

- **Pricing:** \$2,500/month. Supports wireless providers in expanding reach and capacity.

#### 5. Additional Information:

- **Unbundled Internet:** All services available as standalone offerings.
- **Contractual Terms:** Flexible arrangements available.
- **Non-Recurring Charges:** Installation and activation fees assessed based on service and project scope.
- **Restrictions:** Fair Use Policy to ensure equitable access and prevent network congestion.

The San Ildefonso Pueblo Network Project is dedicated to enhancing local connectivity through a range of internet services tailored for different user groups. By offering transparent pricing and flexible service options, we aim to address the community's growing digital demands. For more details or inquiries, please contact our team.

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## Exhibit F

	Centroid/Mid-Point		
Serviceable - list	Name	Latitude	Longitude
San I tower locations	70' Tower	35.8292104	-106.2076524
San I tower locations	100' Tower	35.8897549	-106.0848851
San I tower locations	70' Tower	35.8699593	-106.2164486
San I tower locations	70' Tower	35.8504363	-106.2199872
White Rock Gas station		35.8741466	-106.1795149
Totavi Gas station		35.8854374	-106.1198391

**NOTICE OF OBLIGATION TO DISBURSE PAYMENT TO GRANTEE  
EXHIBIT G**

**Notice of Obligation to Disburse Payment to Grantee #** \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_, \_\_\_\_\_

FROM: Grantee Entity: \_\_\_\_\_  
 Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee  
 Grant Number: \_\_\_\_\_  
 Grant Termination Date: \_\_\_\_\_

As the designated representative of the Department for Grant Agreement number \_\_\_\_\_ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

I certify that the State is issuing this Notice of Obligation to Disburse Payment to Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount: \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \_\_\_\_\_ \$ 0.00

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

**COUNTY  
Request for Payment Form  
Exhibit G**

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**I. Grantee Information**

(Make sure information is complete & accurate)

A. Grantee: \_\_\_\_\_  
 B. Address: \_\_\_\_\_  
 (Complete Mailing, including Suite, if applicable )  
 \_\_\_\_\_  
 City, State, Zip  
 C. Contact Name Phone #: \_\_\_\_\_  
 D. Grant No: \_\_\_\_\_  
 Project Title: \_\_\_\_\_  
 Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

A. Payment Request No. \_\_\_\_\_  
 B. Grant Amount: \$ 0.00  
 C. AIPP Amount (If Applicable) : \$ 0.00  
 D. Funds Requested to Date: \$ 0.00  
 E. Amount Requested this Payment: \$ 0.00  
 F. Reversion Amount (If Applicable): \$ 0.00  
 G. Grant Balance: \$ 0.00  
 H.  CNMF  GF  GOB  STB

**III. Fiscal Year :** 2027 (July 1, 2026 - June 30, 2027)

E. I. Final Request for Payment (if Applicable)  
 F.

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

**IV. Reporting Certification:** I hereby certify to the best of my knowledge and belief, that required reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

**V. Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

\_\_\_\_\_  
**Grantee Fiscal Officer** or  
**Fiscal Agent (if applicable)**

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

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Printed Name

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

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

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ Loc No.: \_\_\_\_\_

I certify that the State Agency financial and vendor file information agree with the above submitted information.

\_\_\_\_\_  
 Division Fiscal Officer Date

\_\_\_\_\_  
 Division Project Manager Date

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