

County of Los Alamos

Minutes

County Council - Regular Session

Los Alamos, NM 87544 www.losalamosnm.us

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

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

Tuesday, March 25, 2025

6:00 PM

Council Chambers - 1000 Central Avenue

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. Analy 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 the 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. Economic Vitality - Housing, Quality Excellence - Employee Recruitment and Retention

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 Ryti

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

Los Alamos County FY25 Salary Plan Job Class Order

Effective March 25, 2025

| | | T | | | | | | ı | |
|-------------------|-----------------------|---|------------------|--------------|------------------------|------------------------|------------------------|--------------------|----------------------|
| lob Code | FY24 Benchmark Job | Occupational Job Families and Job Classes | | | PROPOSED | | | Change In Grade | Exempt/ Non-Exemp |
| | | | Current Grade | New Grade | Minimum | Midpoint | Maximum | | |
| | | asterix=benchmarked job, red=new change | | | • | | | | |
| | ve Managemer | nt/At-Will Series | | | | | | | |
| 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 |
| 299 300 | | Administrative Services Director | 305 | 305 | \$137,566 | \$180,786 | \$224,005 | | EX EX |
| 170 | | Community Services Director Community Development Director | 304 304 | 304 304 | \$131,015 \$131,015 | \$172,177 \$172,177 | \$213,338 \$213,338 | | EX |
| | Office Series | Community Development Director | 304 | 304 | \$151,015 | \$1/2,1// | \$215,556 | | ĽΛ |
| iecteu | Assessor's Of | fice | | | | | | | |
| 771 | 7.0000000.00. | 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 |
| | Attorney's Of | <u>fice</u> | | | | | | | |
| 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 | 124 122 | 124 122 | \$61,481 | \$80,797 | \$100,113 | | NE NE |
| 708 | Clerk's Office | Legal Assistant | 122 | 122 | \$55,765 | \$73,285 | \$90,806 | | NE |
| 751 | cierk's Office | Chief Deputy Clerk | 211 | 211 | \$93,110 | \$122,363 | \$151,615 | | EX |
| 755 | | Elections Manager | 126 | 126 | \$67,783 | \$89,079 | \$131,013 | | NE |
| 752 | | Sr. Deputy Clerk | 124 | 124 | \$61,481 | \$80,797 | \$110,373 | | NE |
| 753 | | Deputy Clerk | 122 | 122 | \$55,765 | \$73,285 | \$90,806 | | NE |
| | Municipal Co | • • | | | φοσ,, σο | ψ / O)200 | 430,000 | | |
| 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 <i>,</i> 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 |
| Adminis | strative Service | | | | | | | | |
| 111 | Public Inform | ation Public Information Officer | 212 | 212 | ć07.7CF | ć120 400 | Ć150 105 | | ΓV |
| 111 | | | 212 | 212 | \$97,765 | \$128,480 | \$159,195 | | EX |
| 112 604 | | Assistant Public Information Officer Public Relations Manager | 208 210 | 208 210 | \$80,431 \$88,676 | \$105,701 \$116.536 | \$130,970 \$144 395 | | EX EX |
| 113 | | Sr. Visual Information Specialist | 124 | 124 | \$88,676 \$61,481 | \$116,536 \$80,797 | \$144,395 \$100,113 | | NE 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 |
| | Management | | = = · | - - · | , | ,,, -, | , | | |
| 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 |
| . | <u>Administrativ</u> | | | | | 1 | 1 | | _ |
| 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 |
| | | Executive Assistant | 124 | 124 | \$61,481 | \$80 <i>,</i> 797 | \$100,113 | | NE |
| 905 909 | Regraded | Payroll & Administrative Specialist | 121 | 122 | \$55,765 | \$73,285 | \$90,806 | 1 | NE |

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

| | | Effec | tive March | 25, 2025 | | | | | |
|-------------|--------------------------|--|------------|------------|-----------------------|------------------------|------------------------|--------------------|-----------------------|
| | | | | | | | | | |
| Job Code | FY24 Benchmark Job | Occupational Job Families and Job Classes | | | PROPOSED | | | Change In Grade | Exempt/ Non-Exempt |
| | - | | Current | New | | | | 1 | |
| | | | Grade | Grade | Minimum | Midpoint | Maximum | | |
| | • | asterix=benchmarked job, red=new change | | • | | | | | |
| | Information 1 | | | | | | | | |
| 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 |
| 204 219 | | IT Project Manager Database Administrator | 213 212 | 213 212 | \$102,653 \$97,765 | \$134,904 \$128,480 | \$167,155 \$159,195 | | EX EX |
| 213 | | Sr. Systems Administrator | 212 | 212 | \$93,110 | \$122,363 | \$159,195 | | 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 |
| 213 | NEW | IM Business Manager | | 212 | \$97,765 | \$128,480 | \$159,195 | | EX |
| 214 | NEW | Network Architect | | 211 | \$93,110 | \$122,363 | \$151,615 | | EX |
| 217 | NEW | Sr. Network Architect | | 213 | \$102,653 | \$134,904 | \$167,155 | | EX |
| 235 | | Technical Services Manager | 209 | 209 | \$84,453 | \$110,986 | \$137,519 | | EX |
| 230 216 | | Security Analyst Application Analyst/Developer | 209 207 | 209 207 | \$84,453 \$76,601 | \$110,986 | \$137,519 | | EX EX |
| 224 | | Sr. IT Infrastructure Coordinator | 207 127 | 127 | \$76,601 \$71,172 | \$100,668 \$93,533 | \$124,734 \$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 |
| | Records Man | | | | | | | | |
| 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 | Financial Mar | RIM Specialist | 120 | 120 | \$50,581 | \$66,472 | \$82,363 | | NE |
| 240 | <u>riilaliciai iviai</u> | 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 <i>,</i> 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 |
| 246 251 | | Accountant P Card Administrator | 203 124 | 203 124 | \$63,019 \$61,481 | \$82,818 \$80,797 | \$102,617 \$100,113 | | EX NE |
| 251 | | Accounts Payable Coordinator | 121 | 124 | \$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 |
| | Procurement | & Supply Management | | | | | | | |
| 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 |
| 270 272 | | Chief Purchasing Officer | 213 204 | 213 204 | \$102,653 | \$134,904 | \$167,155 | | EX EX |
| 272 | | Sr. Buyer Deputy Chief Purchasing Officer | 204 | 204 | \$66,170 \$93,110 | \$86,959 \$122,363 | \$107,748 \$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 |
| | <u>Human Reso</u> u | urces & Risk Management | | | | | | | |
| 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 \$88,676 | \$116,536 | \$144,395 | | EX |
| 133 135 | | Benefits & Pension Manager Risk Manager | 210 210 | 210 210 | \$88,676 \$88,676 | \$116,536 \$116,536 | \$144,395 \$144,395 | | EX EX |
| 134 | | Organizational Development Manager | 210 | 210 | \$88,676 \$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 <i>,</i> 285 | \$90,806 | | NE |
| | | | | | | | | | |

Los Alamos County FY25 Salary Plan Job Class Order

Effective March 25, 2025

| | | | | | | | | | I |
|------------|-----------------------|--|------------------|--------------|----------------------|-----------|-----------------------|--------------------|---------------------|
| ob Code | FY24 Benchmark Job | Occupational Job Families and Job Classes | | | PROPOSED | | | Change In Grade | Exempt/ Non-Exer |
| | | | Current Grade | New Grade | Minimum | Midpoint | Maximum | | |
| | | asterix=benchmarked job, red=new change | | | | | | | |
| Commu | | ic Development Series | | | | | | | |
| 180 | Community D | Housing and Special Projects Manager | 212 | 212 | \$97,765 | \$128,480 | \$159,195 | | EX |
| 181 | | Housing Program Coordinator | 207 | 207 | \$97,765 \$76,601 | \$120,480 | \$139,193 | | EX |
| 182 | | Chief Building Official | 212 | 212 | \$97,765 | \$100,668 | \$124,734 | | EX |
| 185 | | Building Safety Manager | 208 | 208 | \$80,431 | \$125,480 | \$139,193 | | EX |
| 172 | | Planning Manager | 210 | 210 | \$88,676 | \$105,701 | \$130,370 | | EX |
| 173 | | Principal Planner | 209 | 209 | \$84,453 | \$110,986 | \$137,519 | | EX |
| 174 | | Sr. Planner | 207 | 207 | \$76,601 | \$110,980 | \$137,319 | | 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 | \$102,017 | | 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 \$50,581 | \$66,472 | \$82,363 \$82,363 | | NE NE |
| 1/3 | Economic De | | 120 | 120 | 730,361 | 4/4,000 | 902,303 | | INE |
| 121 | Economic De | <u>Velopment</u> Economic Development Administrator | 214 | 214 | \$107,786 | \$141,650 | \$175,513 | | EX |
| 122 | | Economic Development Program Mgr | 208 | 208 | \$80,431 | \$141,630 | \$175,515 | | EX |
| 124 | | Marketing Specialist | 205 | 205 | \$69,479 | | | | EX |
| | ınity Services S | <u> </u> | 203 | 203 | \$69,479 | \$91,307 | \$113,136 | | EX |
| Jonnin | Library | eries | | | | | | | |
| 311 | Library | Library Manager | 212 | 212 | \$97,765 | \$128,480 | \$159,195 | | EX |
| 315 | | Sr. Librarian | 207 | 207 | | | | | EX |
| | | Librarian | | | \$76,601 | \$100,668 | \$124,734 | | |
| 316 | | | 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 | Davida O David | Community Services Monitor | 115 | 115 | \$39,631 | \$52,083 | \$64,534 | | NE |
| 220 | Parks & Recre | | 210 | 210 | ¢00.676 | ¢446.536 | 6444 205 | | ΓV |
| 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 |
| | Parks & Recre | eation Maintenance | | = | 1 | 1 | | | _ |
| 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 |
| 372 | Regraded | Assistant Parks Superintendent | 206 | 207 | \$76,601 | \$100,668 | \$124,734 | 1 | EX |
| 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 |
| 357 | New | Aquatics Maintenance Specialist 1 | | 116 | \$41,613 | \$54,687 | \$67,760 | | NE |
| 359 | Title | Aquatics Maintenance Specialist 2 | | 118 | \$53,605 | \$70,447 | \$87,288 | | NE |
| 360 | New | Aquatics Maintenance Specialist 3 | | 120 | \$50,581 | \$66,472 | \$82,363 | | NE |
| 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 |
| • | Social Service | • | | | +3.,,03 | 7-5,015 | | | |
| | | | 200 | 200 | Ć04 4E2 | \$110,986 | ¢127 E10 | | EX |
| 391 | | Social Services Manager | 709 | 709 | 784 475 | 31111900 | 212/214 | | |
| 391 393 | | Social Services Manager Case Coordination Specialist | 209 202 | 209 202 | \$84,453 \$60,018 | \$78,874 | \$137,519 \$97,731 | | EX |

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

| | | Effecti | ve March | 25, 2025 | | | | | |
|---|-----------------------|--|------------|-------------------|----------------------|------------------------|-----------------------------|-----------|-----------------|
| | | | | | | | | | |
| Job | FY24 | | | | | | | Change In | Exempt/ |
| Code | Benchmark Job | Occupational Job Families and Job Classes | | | PROPOSED | | | Grade | Non-Exem |
| | | | Current | New | Minimum | Midpoint | Maximum | _ | |
| | | | Grade | Grade | William | wiiapoiiit | IVIAXIIIIUIII | | |
| Puhlic (| Safety Series | asterix=benchmarked job, red=new change | | | | | | | |
| r ubiic 3 | Police Comma | and | | | | | | | |
| 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 |
| | Police Admini | | | | | 4 | 4 | _ | |
| 409 443 | Regraded | Victim Assistant | 118 210 | 202 | \$45,878 \$00,676 | \$60,292 | \$74,706 | 5 | EX EX |
| 443 444 | | Deputy Emergency Manager Emergency Management Coordinator | 210 207 | 210 207 | \$88,676 \$76,601 | \$116,536 \$100,668 | \$144,395 \$124,734 | | EX |
| 442 | | Emergency Management Specialist | 207 | 207 | \$63,019 | \$82,818 | \$124,734 | | EX |
| 410 | | Records Specialist 1 | 203 | 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 |
| | Emergency Co | ommunications en | | | | | | | |
| 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 \$55.765 | \$80,797 | \$100,113 | | NE |
| 424 425 | | Emergency Communications Specialist 2 | 122 120 | 122 120 | \$55,765 | \$73,285 \$66,472 | \$90,806 | | NE NE |
| 425 | Detention | Emergency Communications Specialist 1 | 120 | 120 | \$50,581 | \$66,472 | \$82,363 | | INE |
| 431 | Determon | Detention Administrator | 212 | 212 | \$97,765 | \$128,480 | \$159,195 | | EX |
| 433 | | Detention Sergeant | 128 | 128 | \$74,731 | | \$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 |
| | Animal Contro | <u>ol</u> | | | | | | | |
| 445 | | Animal Shelter Manager | 123 | 123 | \$58,554 | \$76 <i>,</i> 950 | \$95,346 | | NE |
| 448 | | Sr. Animal Control Officer | 119 | 119 | \$48,172 | \$63,307 | \$78,441 | | NE |
| 447 | Unarchived/ Title/ | Animal Cantual Supaminan | 121 | 122 | ĆEO EEA | ¢76.050 | Ć0F 246 | 2 | NE |
| 447 | Regraded | Animal Control Supervisor | 121 | 123 | \$58,554 | \$76,950 | \$95,346 | 2 | NE |
| 449 | Regraded | Animal Control Officer | 117 | 117 | \$43,694 | \$57,421 | \$71,149 | | NE |
| | Fire Comman | | | | 7, | 7 | 7 · - 7 - · · | | |
| 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 |
| | Fire Administ | | | | | | | | |
| 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 | 2 | EX |
| 484 488 | NEW | Fire Technology Specialist Sr. Fire Technology Specialist | 121 | 123 125 | \$58,554 | \$76,950 | \$95,346 | 2 | NE NE |
| 490 | NEW | Fire Program Specialist 1 | | 123 | \$64,555 \$53,110 | \$84,837 \$69,796 | \$105,119 \$86,481 | | NE NE |
| 491 | NEW | Fire Program Specialist 2 | | 123 | \$58,554 | \$76,950 | \$95,346 | | NE |
| 492 | NEW | Fire Program Specialist 3 | | 125 | \$64,555 | \$84,837 | \$105,119 | | NE |
| Public \ | Works Series | , i | | | | | | | |
| | <u> Airpoprt</u> | | | | | | | | |
| 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 |
| | Public Works | | | | | | | | |
| 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 | Capital Project | County Surveyor | 210 | 210 | \$88,676 | \$116,536 | \$144,395 | | EX |
| 503 | Capital Projec | Capital Projects & Facilities Manager | 213 | 213 | \$102,653 | \$134,904 | \$167,155 | | EX |
| 511 | | Facilities Manager | 213 | 209 | \$102,653 | \$134,904 | \$107,133 | | 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 |
| 310 | | Marahamiaal C. Dhumbina Fanansan | 125 | 125 | \$64,555 | \$84,837 | \$105,119 | | NE |
| 519 | | Mechanical & Plumbing Foreman | | | ' ' | | | | |
| 519 | Facilities Man | nagement | | | | | | | |
| 519 521 | Facilities Man | ragement Facilities Services Manager | 206 | 206 | \$72,953 | \$95,873 | \$118,793 | | EX |
| 519521523 | Facilities Man | Facilities Services Manager Lead Custodian | 206 117 | 117 | \$72,953 \$43,694 | \$57,421 | \$71,149 | | NE |
| 519 521 | Facilities Man | ragement Facilities Services Manager | 206 | | \$72,953 | | | | |

Los Alamos County FY25 Salary Plan Job Class Order

Effective March 25, 2025

| | | Effect | tive March | | | | | | |
|-------------|---------------------------|--|------------------|--------------|-----------------------------------|------------------------------|-------------------------------|--------------------|-----------------------|
| | T T | | T T | | | | | <u> </u> | <u> </u> |
| 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 | | | | | | | |
| F24 | <u>Environmenta</u> | | 200 | 200 | Ć04 453 | ¢110.000 | ¢127 F40 | | ΓV |
| 531 532 | | Environmental Services Manager Environmental Services Superintendent | 209 206 | 209 206 | \$84,453 \$72,053 | \$110,986 | \$137,519 | | EX EX |
| 532 535 | | Environmental Services Superintendent Administrative Scale Operator | 206 118 | 206 118 | \$72,953 \$45,878 | \$95,873 \$60,292 | \$118,793 \$74,706 | | EX NE |
| 539 | | Environmental Services Technician | 118 | 118 | \$45,878 \$37,744 | \$60,292 \$49,602 | \$74,706 \$61,461 | | NE NE |
| 538 | | Sr. Environmental Services Technician | 114 | 114 | \$37,744 \$41,613 | \$49,602 \$54,687 | \$67,760 | | NE |
| 550 | <u>Fleet</u> | | 110 | 110 | γ- r±,0±3 | 757,00 <i>1</i> | φο <i>τ,τ</i> ου | | 146 |
| 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 |
| | Traffic & Stre | | | | | | | | |
| 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 \$64,534 | | NE |
| 588 | Trancit | Sign/Marking Tech 1 | 115 | 115 | \$39,631 | \$52,083 | \$64,534 | | NE |
| 551 | <u>Transit</u> | Transit Manager | 210 | 210 | \$88,676 | \$116,536 | ¢1// 205 | | EX |
| 552 | | Transit Manager Transit Supervisor | 210 | 210 | \$88,676 \$76,601 | \$110,536 | \$144,395 \$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 | \$58,554 | \$69,796 | \$86,481 | | NE |
| 555 | | Transit Content 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 |
| | <u> Labor & Equip</u> | • | | | • | · | | | |
| 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 |
| | Engineering 8 | | *** | | = | . | . | | |
| 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 |
| 934 937 | | Engineering Assistant | 204 122 | 204 122 | \$66,170 \$55,765 | \$86,959 \$72,285 | \$107,748 | | EX NE |
| 937 | | Sr. Engineering Aide Engineering Aide | 122 | 122 120 | \$55,765 \$50,581 | \$73,285 \$66,472 | \$90,806 \$82,363 | | NE NE |
| 939 | | Engineering Aide Engineering Intern | 115 | 115 | \$39,631 | \$66,472 \$52,083 | \$64,534 | | NE |
| Utilities | Series | | 110 | 110 | 755,031 | ψ <i>J</i> 2,003 | 707,334 | | IVL |
| | Utility Manag | ement | | | | | | | |
| 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 | | \$203,179 | | EX |
| 631 | | Deputy Utility Mgr - Electrical | 303 | 303 | \$124,776 | \$163,978 | \$203,179 | | EX |
| | Operations Su | | | | • | • | - | | |
| 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 |
| 557 I | | | 11/ | 11/ | Ÿ ~ IJ,UJ 4 | 7 37, 7 21 | ∀ , ±,± + ∃ | | |

Los Alamos County FY25 Salary Plan Job Class Order

Effective March 25, 2025

| Job | FY24 | | | | | | | | |
|-----|-------------------------|---|---------|------------|-------------------|------------|---------------|--------------------|-----------------------|
| | Benchmark Job | Occupational Job Families and Job Classes | | | PROPOSED | | | Change In Grade | Exempt/ Non-Exempt |
| | | | Current | New | Minimum | Midpoint | Maximum | | |
| | | | Grade | Grade | IVIIIIIIIIIIIIIII | wiiapoiiit | IVIAXIIIIUIII | | |
| | | asterix=benchmarked job, red=new change | | | | | | | |
| | Electric Produ | <u>iction</u> | | | | | | | |
| 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 |
| | Electric Distril | <u>bution</u> | | | | | | | |
| 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 |
| | Gas, Water & | <u>Sewer</u> | | | | | | | |
| 642 | | GWS Superintendent | 210 | 210 | \$88,676 | \$116,536 | \$144,395 | | EX |
| 645 | Correction | GWS Supervisor | 126 | 126 | \$67,783 | \$89,079 | \$110,375 | | NE |
| | <u>Wastewater</u> | | | | | | | | |
| 681 | | WWTP Superintendent | 210 | 210 | \$88,676 | \$116,536 | \$144,395 | | EX |
| 682 | | WWTP Supervisor | 126 | 126 | \$67,783 | \$89,079 | \$110,375 | | NE |
| | Water Supply | | | | | | | | |
| 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 |

Budget Revision 2025 - 44

Council Meeting Date:03/25/2025

| | Fund & Department | Org | Object | Revenue (decrease) | Expenditures (decrease) | Transfers In(Out) | Fund Balance (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 | | | | | | | \$ - |

Description: Transfering earmarked funds for the broadband project into the Regional Strategic Partner Account in General Fund for the agreement with San Ildefonso.

Fiscal Impact: 0.00

Budget Revision 2025 - 45

Council Meeting Date: 03/25/2025

| | Fund & Department | Org | Object | Revenue (decrease) | Expenditures (decrease) | Transfers In(Out) | Fund Balance (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 |
| 1 3 | Economic Development Fund/ CDD/ Economic Development | 17145392 | 8369 | | \$ 9,226,250 | | \$ (9,226,250) |
| | Economic Development Fund/Transfer In | 17145392 | 7601 | | | \$ 9,226,250 | \$ 9,226,250 |
| 5 | | | | | | | \$ - |
| 6 | | | | | | | \$ - |
| 7 | | | | | | | \$ - |
| 8 | | | | | | | \$ - |
| 9 | | | | | | | \$ - |
| 10 | | | | | | | \$ - |

Description: Transfering 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 charted 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. <u>Grant Amount.</u> 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. <u>Eligible Expenses.</u> 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. <u>Matching Funds.</u> 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. <u>Availability of Grant Funds.</u> 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. <u>Remaining Funds</u>. 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. <u>Budget</u>. 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. <u>Effective Date.</u> 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. <u>Subaward Budget Period Start and End Date.</u> 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. <u>Project Requirements</u>. 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. <u>Non-Discrimination</u>. 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. <u>Civil Rights Compliance.</u> The Pueblo and Grantee are not subject to the provisions of the New Mexico Human Rights Act, NMSA §28-1-1 *et. seq.*
- D. <u>Maintenance of and Access to Records.</u> 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. <u>Conflicts of Interest.</u> 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. <u>False Statements</u>. 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. <u>Remedies.</u> 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. <u>Audit Requirements.</u> 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. <u>Labor.</u> 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. <u>Conditions of Disbursement.</u> 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. <u>Quarterly Progress Reports.</u> 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. <u>Close-Out Report.</u> 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: For Grantee:

Jerry Smith Peter Fant

Office of County Manager SIS Manager

Director of Broadband San Ildefonso Services, LLC

100 Central Ave 02 Tunyo Po

Los Alamos, NM 87544 Santa Fe, NM 87506 Jerry.smith@lacnm.us 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. <u>Default.</u> 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. <u>Grantee Termination</u>. 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. <u>Mutual Termination</u>. 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. <u>Authority</u>. 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. <u>Consents</u>. 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. <u>Binding Agreement</u>. 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. <u>Compliance with Applicable Laws</u>. 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. <u>Litigation</u>. 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. <u>Information Submitted</u>. 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. <u>Tribal Sovereignty.</u> 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. <u>Waiver</u>. 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. <u>Severability</u>. 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. <u>Headings</u>. 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. <u>Dispute Resolution</u>. 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. <u>Entire Agreement</u>. 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: | |
| Peter Fant SIS Manager | Date |
| 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: | |
| Ву: | Date: |
| J. Alvin Leapheart, County Attorney | |

EXHIBIT A - Scope of Work

Los Alamos County Council Regular Session March 25, 2025 Item 12.E Attachment A

ORGANIZATION LEGAL NAME and DBA [If Applicable]

San Ildefonso Services, LLC

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 Total Project Budg | Fiber jet: | |
| \$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 | Los Alamos County Council |

Regular Session
March 25, 2025
Item 12.E Attachment A

| Communities Serv | ed |
|--|---------------|
| ***Number of Interconnection Points | 5.0 |
| Total Fiber Miles | 10.96 |
| # New Fiber Miles | 10.96 |
| # Upgraded Fiber Miles | 0.0 |
| # Leased Fiber Miles: Last-Mile Fiber Mil | 0.0 es 0.0 |
| 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 Cover [Coverage Area]? | |

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

Los Alamos County Council Regular Session March 25, 2025 Item 12.E Attachment A

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

| License Require | ment n/a |
|---|----------|
| Total Premises Covered by Project | 2.0 |
| Homes | 0 |
| Businesses | 2 |
| Community Anchor Institutions | 0 |
| Farms | 0 |

| Exhibit B - Detailed F | roject 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 % |
|--------|-----------------|-----------------|---------|---------------------|------------------------|-----------------|------------|
| TOTALS | \$ 5,474,312.15 | \$ 3,474,312.15 | 63.47% | \$ 2,000,000.00 | \$ - | \$ 2,000,000.00 | 36.53% |



| # | Categories and Eligible Cost Areas | Specific Cost Element | Units | Unit Pric | e T | Total Element Cost | Grant Amount Pe Cost Element | r Grant Percentage | Co | sh - Matching ntribution Per cost Element | n-Kind - Matching Contribution Per Cost Element | Total Matching Contributions | Matching Contribution Percentage | |
|-----|--|---|------------|-------------|----------|--------------------|---------------------------------|-----------------------|----|---|---|---------------------------------|--|---|
| 1 | Application Preparation | Application prearation and supporting documents | 1 | \$ 100,00 | 00.00 \$ | 100,000.00 | \$ - | 0.00% | \$ | 100,000.00 | \$ - : | \$ 100,000.00 | 100.00% | Costs for grant application, field surveys and application curing |
| | Costs related to preparing an application | Fill | 0 | \$ | - \$ | - | \$ - | #DIV/0! | \$ | - 5 | \$ - | \$ - | #DIV/0! | Fill |
| 2 | Market Assessment | Fill | 0 | \$ | - \$ | - | \$ - | #DIV/0! | \$ | - 5 | \$ - | \$ - | #DIV/0! | Fill |
| | Permitting and Regulatory Reviews | NMDOT permits submission & Survey | 11 | \$ 7,70 | 00.00 \$ | 84,700.00 | \$ 84,700.0 | 0 100.00% | \$ | - 5 | \$ - | \$ - | 0.00% | New Mexico Department of Transportation. NMDOT requirements include AutoCAD drawings, traffic control plans and plan and profile. |
| 3 | Upfront costs for rights of way, easement and condemnation; acquiring permits; costs associated with satisfying the environmental, historical and cultural assessment, reviews, and mitigation | Cultural, environmental & legal survey - towers | 4 | \$ 25,00 | | 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 | \$ 100,00 | 00.00 \$ | 100,000.00 | \$ - | 0.00% | \$ | 100,000.00 | \$ - : | \$ 100,000.00 | 100.00% | Designated for San I THPO FT inspection as required by NEPA Cat Ex paid with matching funds |
| | | | 0 | | \$ | - | \$ - | #DIV/0! | \$ | - 5 | \$ - | \$ - | #DIV/0! | Fill |
| | Network Planning and Design | | | | | | | | | | | | | |
| | | Layer 1 Engineering Fill | 11048 0 | \$ \$ | 2.15 \$ | 23,753.20 | \$ 23,753.2 \$ - | 0 100.00% #DIV/0! | \$ | - S | \$ - | \$ - \$ - | 0.00% #DIV/0! | Fiber design for length of project, paid upon completion of bidding process for fiber Fill |
| 4 | Architectural and engineering design; field visits to confirm design |] | | | | | | | | | | | | |
| f | Network Infrastructure Deployment Costs related to the construction, improvement, and acquisition of network acilities required to deploy broadband infrastructure, including: Materials for cables, conduits, ducts, poles, towers, repeaters, etc. | Construction w/tax & bonding | 1 | \$ 2,934,10 | 69.41 \$ | 2,934,169.41 | \$ 2,640,752.4 | 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 | \$ 75 | 50.00 \$ | 307,500.00 | \$ 276,750.0 | 0 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 | \$ 16,351.0 | 4 100.00% | \$ | - 5 | \$ - | \$ - | 0.00% | 10g staff for project monitoring |
| 5 | | Cell towers | 4 | \$ 255,00 | 00.00 \$ | 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 | \$ 75,00 | 00.00 \$ | 75,000.00 | \$ - | 0.00% | \$ | 75,000.00 | \$ - | \$ 75,000.00 | 100.00% | Pueblo Project Manager that reports back to the Governor and community |
| | | Consruction Contingency | 1 | \$ 367,97 | 74.06 \$ | 367,974.06 | \$ 154,113.8 | 9 41.88% | \$ | 213,860.17 | \$ - | \$ 213,860.17 | 58.12% | Contingeny, to be moved into appropriate account as project progresses |
| 6 | Network Equipment - 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. | Electronics for Totavi and Tewa | 1 | \$ 10,00 | 00.00 \$ | 10,000.00 | \$ 10,000.0 | 0 100.00% | \$ | - 5 | \$ - | \$ - | 0.00% | Electroninc equipment, final connectivity to end users |
| | Middle-Mile: Electronics necessary to deliver backhaul and middle-mile services | Fill | 0 | \$ | - \$ | - | \$ - | #DIV/0! | \$ | - 5 | \$ - | \$ - | #DIV/0! | Fill |
| 7 | Customer Premise Equipment | Fill | 0 | \$ | - \$ | - | \$ - | #DIV/0! | \$ | - 5 | \$ - | \$ - | #DIV/0! | Fill |
| 8 | Land, Buildings and Structures | Fill | 0 | \$ | - \$ | - | \$ - | #DIV/0! | \$ | - 5 | \$ - | \$ - | #DIV/0! | Fill |
| 1 1 | | Fill | 0 | \$ | - \$ | - | \$ - | #DIV/0! | \$ | - 5 | \$ - | \$ - | #DIV/0! | Fill |

Exhibit B

| a | Costs related to the construction, improvement, and acquisition of land, structures, buildings specific to the deployment of broadband Long-Term Leases | Fill | 0 | \$ - | \$ - | \$ - | #DIV/0! | \$ - | \$ - | \$ - | #DIV/0! | Fill |
|---------|--|--|---|---------------|-----------------|--------------------|---------|-----------------|------|--------------------|---------|--|
| 10 | Personnel Personnel costs, including salaries and fringe benefits for staff and consultants required for the implementation of the project (such as | Admin/grants mgt/reporting/grant writing | 1 | \$ 334,864.44 | \$ 334,864.44 | \$ 267,891.55 | | \$ 66,972.89 | \$ - | \$ 66,972.89 | | 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. |
| | project managers, program directors, subject matter experts, grant | Fill | 0 | \$ - | \$ - | \$ - | #DIV/0! | \$ - | \$ - | \$ - | #DIV/0! | Fill |
| | administrators, financial analysts, accountants, and attorneys) | Fill | 0 | \$ - | \$ - | \$ - | #DIV/0! | \$ - | \$ - | \$ - | #DIV/0! | Fill |
| | | Fill | 0 | \$ - | \$ - | \$ - | #DIV/0! | \$ - | \$ - | \$ - | #DIV/0! | Fill |
| 11 | Grants Administration and Reporting | Fill | 0 | | \$ - | \$ - | #DIV/0! | \$ - | \$ - | \$ - | #DIV/0! | Fill |
| 12 | Testing | Fill | 0 | \$ - | \$ - | \$ - | #DIV/0! | \$ - | \$ - | \$ - | #DIV/0! | Fill |
| <u></u> | | | | Total | \$ 5,474,312.15 | \$ 3,474,312.15 | 63.47% | \$ 2,000,000.00 | \$ - | \$ 2,000,000.00 | 36.53% | |

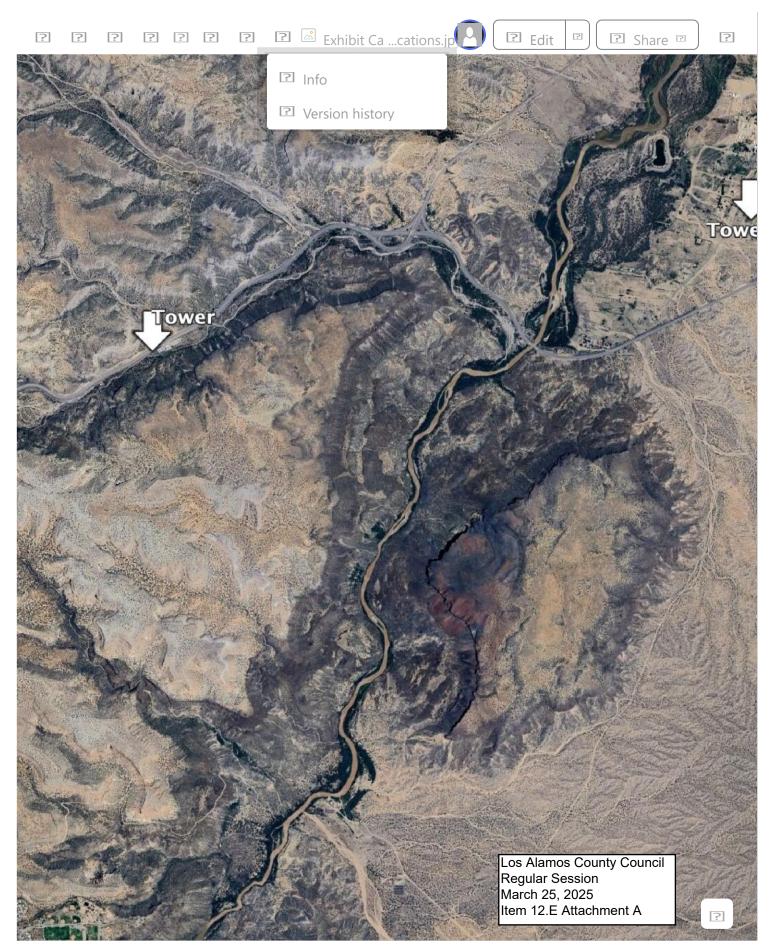
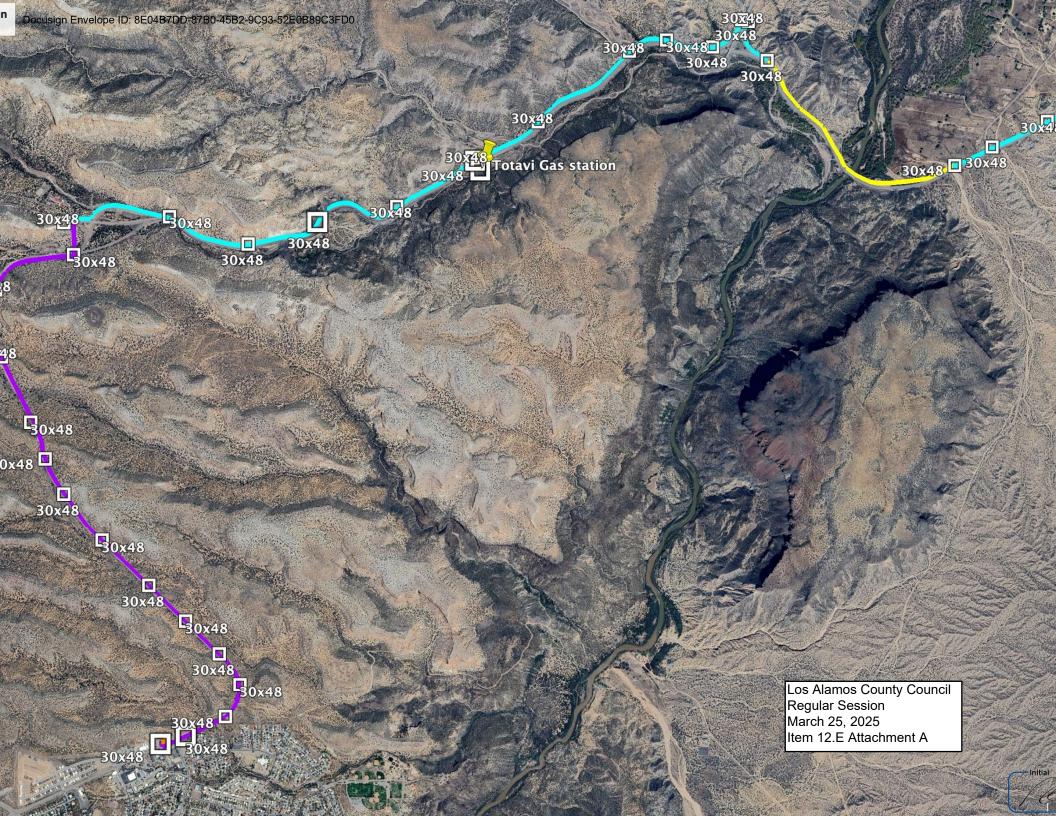


Exhibit C



| Connect New Mexico Fund | | | | | | |
|------------------------------|---------------------------------|--|--|--|--|--|
| Exhibit D - Project Schedule | | | | | | |
| Recipient | San Ildefonso Services, LLC | | | | | |
| Project Name | San Ildefonso Broadband Project | | | | | |
| ld/No | | | | | | |



12-Sep-24

| WBS No. | Project Area - Activity (e.g., tasks, actions) | Status (List) | Target Start Date (Month / Year) | Target End Date (Month / Year) | Other brief relevant input (e.g., critical dependencies, strategy to ensure on-time competition, early planning steps, etc.) |
|---------|--|---------------|--|--------------------------------------|--|
| 1.0 | Market Assessment | | May-24 | Dec-24 | |
| 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 |
| 2.0 | Network and Engineering Design | | Jul-24 | Nov-24 | |
| 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. |
| | | | | | |
| 3.0 | Permitting (right of way, easements, etc.) | | Sep-24 | Oct-24 | |
| 3.1 | NM DOT permitting | | Sep-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. |

| 3.2 | San I ROW | S | 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. |
|-----|--------------------------|---|--------|--------|--|
| 4.0 | Environmental Assessment | • | Jul-24 | Jul-25 | |
| 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 |
| | | | | | |
| 5.0 | Site Preparation | S | Sep-24 | Nov-25 | |
| 5.1 | Site Preparation | 5 | 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 |

| WBS No. | Project Area - Activity (e.g., tasks, actions) | Status (List) | Target Start Date (Month / Year) | Target End Date (Month / Year) | Other brief relevant input (e.g., critical dependencies, strategy to ensure on-time competition, early planning steps, etc.) |
|---------|---|---------------|--|--------------------------------------|--|
| 6.0 | Workforce Development | | May-24 | Dec-26 | |
| 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 |
| 7.0 | Vendor Selection and Procurement | | Aug-24 | Oct-25 | |
| 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 |
| | | | | | |

| 8.0 | Network Deployment/ Construction | | Aug-24 | Dec-26 | |
|---------|---|---------------|--|--------------------------------------|---|
| 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. |
| 9.0 | Network Testing | | Apr-25 | Dec-26 | |
| 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. |
| | Development and Launch of Marketing Strategy and Sales Programs | | Nov-24 | Dec-26 | |
| 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 |
| 11.0 | Development and Launch of Adoption Assistance | | N/A | N/A | |
| | Programs | | N/A | IV/A | |
| 11.1 | NA for Middle Mile | | | | |
| | | | | | |
| 12.0 | Launch of Commercial Service | | Jul-25 | Mar-27 | |
| WBS No. | Project Area - Activity (e.g., tasks, actions) | Status (List) | Target Start Date (Month / Year) | Target End Date (Month / Year) | Other brief relevant input (e.g., critical dependencies, strategy to ensure on-time competition, early planning steps, etc.) |

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

Exhibit E

Los Alamos County Council Regular Session March 25, 2025 Item 12.E Attachment A

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.

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 C DATE: | Obligation to Disburse Payment to Grantee # |
|--|---|
| TO: | Department Representative: |
| FROM: | Grantee Entity: |
| | Grantee Official Representative: |
| SUBJECT: | Notice of Obligation to Reimburse Grantee Grant Number: |
| | Grant Termination Date: |
| entered into following thi Vendor or C | between Grantee and the Department, I certify that the Grantee has submitted to the Department the rd party obligation executed, in writing, by the third party's authorized representative: Obligation Amount: |
| I certify that within the sc Agreement. | Obligation Amount: the State is issuing this Notice of Obligation to Disburse Payment to Grantee for permissible purposes ope of the project description, subject to all the terms and conditions of the above referenced Grant |
| Grant Amou | nt: |
| The Amount | of this Notice of Obligation: |
| The Total Ar | nount of all Previously Issued Notices of Obligation: |
| | mount of all Notices of Obligation to Date: ** amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.** ** amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.** |
| Department Title: Signature: Date: | Rep. Approver: |
| | COUNTY Request for Payment Form Exhibit G |

| I. | Grantee Information | II. Payment Computation | |
|--------------|--|--|-----|
| | (Make sure information is complete & accurate) | A. Payment Request No. | |
| A. | Grantee: | B. Grant Amount: \$ 0.00 | |
| B. | Address: | C. AIPP Amount (If Applicable): \$ 0.00 | |
| | (Complete Mailing, including Suite, if applicable) | D. Funds Requested to Date: \$ 0.00 | |
| | | E. Amount Requested this Payment: \$ 0.00 | |
| | City, State, Zip | F. Reversion Amount (f Applicable): \$ 0.00 | |
| C. | Contact Name/Phone #: | G. Grant Balance: \$ 0.00 | |
| D. | Grant No: | H. ☐ CNMF ☐ GF ☐ GOB ☐ STB | |
| | Project Title: | | |
| | Grant Expiration Date: | | |
| | · | • | |
| III. | Fiscal Year : 2027 (July 1, 2026 - June 30, 2027) | | |
| - III. - | Fiscal Year : 2027 (July 1, 2026 - June 30, 2027) | Final Paguaget for Doymant (if Applicable) | |
| <u>-</u> | | 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 k | nowledge and belief, that required reporting is up to date; to include the accuracy of | |
| | expenditures and grant balance, project status, project phase, achievemen | | |
| | | | |
| V | Compliance Contification | | |
| v. 🗖 | | pertify to the best of my knowledge and belief, the above information is correct; | |
| | expenditures are properly documented, and are valid expenditures or actu New Mexico Constitution known as the "anti donation" clause. | al receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of | the |
| | New Mexico Constitution known as the unit donation clause. | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Crontoo | Finest Officer or | Crantos Banracantativo | |
| | Fiscal Officer or pent (if applicable) | Grantee Representative | |
| i iscai Ay | ен (п аррпсаме) | | |
| | | - | |
| Printed Na | ame | Printed Name | |
| | | | |
| Date: | | Date: | |
| | | | |
| | | cy Use Only) | |
| Vendor Cod | e: Fund No.: | Loc No.: | |
| | | | |
| I certify th | at the State Agency financial and vendor file information agre | e with the above submitted information. | |
| | | | |
| | | | |
| | | | |
| | | | |
| District T | D. (| District Desiret Manager | |
| Uivision Fis | scal Officer Date | Division Project Manager Da | .e |