



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Agenda - Final County Council - Regular Session

Randall Ryti, Council Chair; Denise Derkacs, Vice-Chair; Melanee Hand; David Izraelevitz; Keith Lepsch; David Reagor, and Sara Scott, Councilors

Tuesday, July 12, 2022

6:00 PM

Council Chambers - 1000 Central Avenue
TELEvised

NOTE: This meeting is in person and open to the public. However, for convenience, the following Zoom meeting link and/or telephone call in numbers may be used for public viewing and participation:

<https://us02web.zoom.us/j/87145977840>

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833 or +1 301 715 8592
or +1 312 626 6799 or +1 929 205 6099

Webinar ID: 871 4597 7840

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

This section of the agenda is reserved for comments from the public on items that do not require action by the Council or are not otherwise on the agenda.

4. APPROVAL OF AGENDA
5. PUBLIC COMMENT FOR ITEMS ON CONSENT AGENDA
6. CONSENT AGENDA

The following items are presented for Council approval under a single motion unless any item is withdrawn by a Councilor for further Council consideration in the agenda section entitled "Business."

Approval of the Consent Agenda

Consent Motion -

I move that Council approve the items on the Consent Agenda as presented and that the motions in the staff reports be included for the record; or,

I move that Council approve the items on the Consent Agenda and that the motions contained in the staff reports, as amended be included for the record.

- A. [AGR0856-22](#) Approval of Agreement AGR22-32a with CAC, Inc.; AGR22-32b with Daikin Applied; and AGR22-32c with PC Automated Controls, Inc., for On-Call HVAC Repairs and Maintenance in an Aggregate Amount Not to Exceed \$350,000.00 Excluding Applicable Gross Receipts Tax

Presenters: Eric Martinez, Deputy Public Works Director and Juan Rael, Public Works Director

Attachments: [A - AGR22-32a with CAC, Inc.](#)
[B - AGR22-32b with Daikin Applied](#)
[C - AGR22-32c with PC Automated Controls, Inc.](#)

- B. [AGR0872-22](#) Approval of AGR21-923-A4 General Services Amendment with Gallagher & Kennedy, P.A. for \$320,000.00, plus Applicable Gross Receipts Tax to provide Legal Services to the Incorporated County of Los Alamos Relating to Matters United States Environmental Protection Agency Region 6 designation decision under the Clean Water Act.

Presenters: Steven Lynne, County Manager

Attachments: [A - AGR21-923-A4 Gallagher & Kennedy, P.A.](#)
[B - AGR21-923 Gallagher & Kennedy, P.A. with 3 amendments](#)

- C. [16110-22](#) Approval of Budget Revision 2022-74, moving spending authority from the State-Shared Revenue (Road Fund) to the Cumbres Del Norte Road Project in the CIP fund

Presenters: Monther Jubran, Budget and Performance Manager and Helen Perraglio, Chief Financial Officer

Attachments: [A - 2022-74 Budget Revision Council](#)

- D. [16111-22](#) Approval of Term Extension for the Racial Equity and Inclusivity Task Force

Presenters: County Council - Regular Session

Attachments: [A - Charter for the Racial Equity and Inclusivity Task Force Revised 7-12-22](#)

- E. [16109-22](#) Approval of County Council Minutes for June 21, 2022 and June 28, 2022

Presenters: County Clerk

Attachments: [A - County Council Minutes for June 21, 2022](#)
 [B - County Council Minutes for June 28, 2022](#)

7. INTRODUCTION OF ORDINANCE(S)

- A. [OR0948-22](#) Introduction of Ordinance No. 720 authorizing the Incorporated County of Los Alamos (“borrower”) to enter into a loan agreement with the New Mexico Environment Department (“NMED”) for the purpose of obtaining project loan funds in the principal amount of up to \$25,000,000 plus accrued interest; designating the use of the funds for the purpose defined in the most current project description form as approved by NMED; declaring the necessity for the loan; providing that the loan will be payable and collectible solely from the borrower’s pledged revenues defined below; prescribing other details concerning the loan and the security for that purpose.

Presenters: Heather Garcia, Deputy Utilities Manager - Finance and James Alarid, Deputy Utilities Manager - Engineering

Attachments: [A - CWSRF 110 Interim Loan Agreement](#)
 [B - CWSRF 110 Interim Promissory Note](#)
 [C - Incorporated County of Los Alamos Loan Ordinance No. 720](#)
 [D - Credit and Debt Analysis](#)

- B. [OR0951-22](#) Incorporated County of Los Alamos Ordinance No. 718: An Ordinance Terminating the Economic Development Project for Public Support of TNJLA LLC, a New Mexico Corporation

Presenters: Daniel Ungerleider, Economic Development Administrator and Paul Andrus, Community Development Director

Attachments: [A - ORDINANCE NO. 718](#)
 [B - ORDINANCE NO. 695 WITH SIGNED PPA](#)

8. PUBLIC HEARING(S)

- A. [OR0947-22b](#) Incorporated County of Los Alamos Ordinance No. 715, An Ordinance Authorizing the County Manager or Designee to Execute

or Amend existing Lease Agreements for Hangars at the Los Alamos County Municipal Airport

Presenters: Geoff Rodgers, Airport Manager and Eric Martinez, Deputy Public Works Director

Attachments: [A - Incorporated County of Los Alamos Ordinance No. 715](#)
[B - Attachment 1 - Incorporated County of Los Alamos Ordinance No. 715](#)
[C - Attachment 2 - Incorporated County of Los Alamos Ordinance No. 715](#)
[D – Notice of Publication](#)

- B. [RE0499-22](#) Approval of Incorporated County of Los Alamos Resolution No. 22-12 Endorsing the North Central Regional Transit District's FY2023 Budget Proposal, Approval of the FY2023 Los Alamos County Regional Service Plan and Direct the County Manager to Submit the FY2023 Los Alamos County Regional Service Plan to the North Central Regional Transit District Board of Directors

Presenters: Juan Rael, Public Works Director

Attachments: [A - Incorporated County of Los Alamos Resolution No. 22-12](#)
[B - Legal Notice of Publication](#)
[C - FY23 Service Plan](#)

9. BUSINESS

- A. [15681-22](#) Consideration and Selection of a Conceptual Design Option for the Women's Army Corp (WAC) Building

Presenters: Wayne Kohlrust, Project Manager, Juan Rael, Public Works Director and Linda Matteson, Deputy County Manager

Attachments: [A - Council Presentation 7-12-22](#)
[B - Draft Historic Evaluation and Preservation Plan for WAC Building](#)
[C - Option Evaluation Matrix](#)

10. COUNCIL BUSINESS

A. *Appointments*

B. *Board, Commission and Committee Liaison Reports*

- C. *County Manager's Report***
- D. **COVID-19 Situational Report****
- E. *Council Chair Report***
- F. *General Council Business***
- G. *Approval of Councilor Expenses***
- H. *Preview of Upcoming Agenda Items***
- 11. **COUNCILOR COMMENTS****
- 12. **PUBLIC COMMENT****
- 13. **ADJOURNMENT****

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the County Human Resources Division at 662-8040 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes can be provided in various accessible formats. Please contact the personnel in the Office of the County Manager at 663-1750 if a summary or other type of accessible format is needed.



County of Los Alamos

Staff Report

July 12, 2022

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.:

Index (Council Goals):

Presenters:

Title

Approval of the Consent Agenda

Recommended Action

I move that Council approve the items on the Consent Agenda as presented and that the motions in the staff reports be included for the record; or,

I move that Council approve the items on the Consent Agenda and that the motions contained in the staff reports, as amended, be included for the record.



County of Los Alamos

Staff Report

July 12, 2022

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: A.

Index (Council Goals): * 2022 Council Goal - Investing in Infrastructure

Presenters: Eric Martinez, Deputy Public Works Director and Juan Rael, Public Works Director

Legislative File: AGR0856-22

Title

Approval of Agreement AGR22-32a with CAC, Inc.; AGR22-32b with Daikin Applied; and AGR22-32c with PC Automated Controls, Inc., for On-Call HVAC Repairs and Maintenance in an Aggregate Amount Not to Exceed \$350,000.00 Excluding Applicable Gross Receipts Tax

..Recommended Motion

I move that Council approve Agreements AGR22-32a with CAC, Inc.; AGR22-32b with Daikin Applied; and AGR22-32c with PC Automated Controls, Inc., for On-Call HVAC Repairs and Maintenance in an Aggregate Amount Not to Exceed \$350,000.00 Excluding Applicable Gross Receipts Tax

County Manager's Recommendation

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

Body

On February 3, 2022, the County advertised a formal multi-source competitive solicitation for Heating, Ventilation and Air Conditioning (HVAC) repairs and maintenance through Request for Proposals No. 22-32. Three responses were received on February 24, 2022, and the evaluation committee is recommending award to all three responders. There are three separate contracts considered for award and are attached for reference (Attachments A thru C).

These contracts provide the County the ability to obtain HVAC repairs and maintenance of qualified and licensed contractors in a timely manner. Services provided through these contracts supports and supplements the Facilities Division with both programmed facility maintenance operations and urgent repair of HVAC systems and their components including boilers, roof top units, condensers, and refrigeration units for over forty county-owned facilities.

Task order signature approval is based on the associated compensation limits established in the Procurement Code. If a task order exceeds \$200,000, the task order would be brought to Council for approval. The availability of three contracts provides staff the option to obtain services based on quoted price, schedule, demonstrated availability, responsiveness, performance, expertise, and quality of previous work. There is no obligation to offer a minimum amount of work or compensation to any Contractor. Staff will be responsible for tracking the expenditures of all contracts to ensure that contract limits are not exceeded.

Alternatives

Council could choose to approve one, two, or three contracts. Approval of one contract would limit staff's options for utilizing contracts based on availability, responsiveness, and performance. Failing to award any of the contracts would require staff to procure such services on an individual

project by project basis and delays would ensue.

Fiscal and Staff Impact/Planned Item

The aggregate compensation of all agreements (AGR 22-32a, AGR 22-32b, and AGR 22-32c) are not to exceed the sum \$350,000.00 excluding New Mexico gross receipts taxes (NMGRT) for a seven-year term. The County shall pay compensation for performance of the services in accordance with each issued task order through applicable and properly appropriated funding sources.

Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," of each agreement. The Public Works Department will manage all agreements.

Attachments

A - AGR22-32a with CAC, Inc.

B - AGR22-32b with Daikin Applied

C - AGR22-32c with PC Automated Controls, Inc.



INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this "Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **CAC, Inc.**, a New Mexico corporation ("Contractor"), to be effective for all purposes July 13, 2022.

WHEREAS, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services, and County issued Request for Proposals No. 22-32 (the "RFP") on February 3, 2022, requesting proposals for On-Call HVAC Repairs and Maintenance, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated February 24, 2022 ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was one (1) of three (3) successful Offerors for the services listed in the RFP; and

WHEREAS, the County Council, as part of a multiple-source award, approved this Agreement, AGR22-32b, and AGR22-32c, at a public meeting held on July 12, 2022; and

WHEREAS, the aggregate compensation between this Agreement and Agreements AGR22-32b and AGR22-32c are not to exceed the sum of THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00), excluding New Mexico gross receipts taxes ("NMGR"); and

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

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

SECTION A. SERVICES: Contractor shall perform On-Call Heating, Ventilation, and Air Conditioning ("HVAC") maintenance and repair services as well as trouble-shoot issues at County facilities as follows (hereafter "Services"):

1. Contractor shall proficiently and effectively maintain, repair, and troubleshoot a variety of brands of HVAC equipment, including Trane, Liebert, Ruud, Daikin, Lochinvar, and other equipment to the County on an as-needed basis (hereafter "Services") at the prices listed in Exhibit "A".
2. Work shall also include repair, troubleshooting, and maintaining, as needed, various types of Evaporative Cooling systems, from small rooftop units to air wash and filter media systems. Units include, but are not limited to 3-ton split systems, 25-ton rooftop units, 5-ton Liebert units, Lochinvar boilers, Evaporative Cooling Towers, and other units, including furnaces and air conditioners in a variety of buildings.

3. Contractor shall be expected to proficiently and effectively interface with Daikin and Trane US Building Automation Systems.
4. If equipment is under the manufacturer's warranty, Contractor shall be licensed and approved by the manufacturer to work on warranted equipment to not void any warranties related to the equipment. County shall identify the equipment that is under warranty and notify Contractor.
5. Contractor shall possess or be able to obtain all required equipment, such as lifts, cranes, ladders, power tools, refrigerant, and other items needed to complete Services. Contractor shall identify any equipment that must be leased or rented to perform a particular repair and submit in writing the proposed equipment, cost estimate, and administrative invoicing fee to County Project Manager for approval before leasing or renting the equipment. County shall not supply any equipment.
6. Service Reports. Contractor shall furnish a written Service Report to County within fourteen (14) days upon completion of every Service visit, at a minimum. The report shall include, at a minimum, time in and out, area of Service, and Service performed. Contractor shall maintain a copy of each Service Report, per SECTION J. RECORDS.
7. Response times. Contractor shall respond on-site initially within a maximum of four (4) hours, seven (7) days per week, three hundred sixty-five (365) days per year, which includes weekends, holidays, and after-hours work for emergency work. Non-emergency work shall be scheduled between Contractor and County Project Manager or County Project Manager's designee, during normal business hours (Monday – Friday, 8:00 a.m. – 5:00 p.m.) on a schedule to be determined.
8. Task Orders.
 - a. Project Manager shall request the Services of Contractor for individual or multiple projects through a Request for Quote(s). Each Request for Quote shall identify the work and Services to be performed and a timeline for Project completion. A Request for Quote may be as detailed as County finds necessary to assure appropriate oversight of the services to be performed. A sample task order is provided in Exhibit "B," "Sample Task Order," attached hereto and made a part hereof for all purposes.
 - b. Upon the County's issuance of a Request for Quote, Contractor shall provide a written, itemized Quote for the task(s), work, and/or services requested by Project Manager ("Quote"). The Quote shall provide in writing the proposed labor hours, labor type, and parts and materials necessary to complete the Task Order; the cost shall conform to the rates detailed in Exhibit "A." If Contractor has identified any equipment that must be leased or rented in order to perform a particular Service, the Contractor shall identify the equipment to be leased or rented, the cost, and administrative invoicing fee and include such information in the Task Order for County's approval. Any progress billing and payment shall be provided by Contractor in the Quote and is subject to approval by Project Manager. Preparation and work performed to prepare each of the proposals shall be considered incidental to this Agreement and not compensable.
 - c. If Contractor's Quote is acceptable to County, Project Manager shall provide Contractor with written approval ("Approved Task Order"). Contractor is authorized to begin work only upon receipt of the Approved Task Order.
 - d. If the Contractor is unable to provide, in the determination of the Project Manager, the full scope of the Proposed Task Order work, the Project Manager may alter, change, modify, or cancel the Request for Quote before work commences. After work commences, the Approved Task Order shall be adjusted only upon the written agreement of the County after

a finding that a change to the task order is necessary and justifiable. Contractor's failure to reasonably estimate the cost of completing the task in the first instance shall not be a justification for modifying the Approved Task Order. Modifications to the maximum amount for the Approved Task Order shall be agreed upon by County prior to Contractor continuing the performance of Services. Modifications shall follow the previous nomenclature with letters following (TO1A, TO1B, etc.). In no event shall the total of the maximum amount for all Approved Task Orders exceed the maximum amount of compensation outlined in this agreement unless modified by County. Unanticipated events, such as natural phenomena, shall not form the basis for additional compensation to Contractor.

- e. Contractor must take any and all actions to timely complete the work agreed to in the Approved Task Order, including but not limited to subcontracting the work. Costs for any Subcontractors shall be paid to Contractor at the same rate as Contractor. All subcontractor costs shall be included in the Contractor's invoicing with Subcontractor itemized costs.
 - f. This Agreement does not provide Contractor with a guarantee that County will accept Contractor's Quotes and award Contractor Approved Task Orders. County reserves the right, at its sole discretion, to separately quote or bid any Services pursuant to the provisions of this Agreement. County's issuance of a Request for Quote is not a guarantee of work to Contractor. County, at its sole discretion, shall determine when Contractor's Services are required and shall issue written Request for Quotes as needed.
 - g. Individual Task Orders which exceed the state prevailing wage threshold shall be subject to a Wage Rate Decision. County shall obtain and provide the Wage Rate Decision and issue it to the Contractor prior to the preparation of the Task Order.
9. Contract Performance and Payment Bonds: When an individual Task Order is awarded more than the state prevailing wage threshold, the following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the individual Task Order:
- a. A performance bond satisfactory to the County, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the County, in an amount equal to 100 percent of the price specified in the individual Task Order; and
 - b. A payment bond satisfactory to the County, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the individual Task Order. The bond shall be in an amount equal to 100 percent of the price specified in the individual Task Order.
10. Contractor shall provide a ninety (90) day warranty on all repair labor and shall pass on manufacturer's standard warranty on all new parts and components.
11. In the event Contractor's replacement part fails due to Contractor's faulty installation, Contractor shall make subsequent repairs without additional cost to the County, and the warranty extended from the date of the subsequent successful repair.
12. Contractor may be required to attend Council and other public meetings. County shall identify the meetings and Contractor shall include the costs for attendance in the maximum amount of the Task Order, based on the hourly rates agreed to. If it is determined after issuance of the Task Order that meeting attendance is required, County shall inform Contractor of such, and Contractor shall bill County accordingly, based on the hourly rates agreed to.

SECTION B. TERM: The term of this Agreement shall commence July 13, 2022, and shall continue through July 14, 2029, unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

1. Amount of Compensation.

- a. County shall pay compensation for performance of the Services in accordance with the Rate Schedule set out in Exhibit "A." Compensation for all Agreements (AGR22-32a, AGR22-32b, and AGR22-32c) and Task Orders under this Agreement, shall not exceed a combined total of THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) over the entire Term of this Agreement and which amount does not include applicable New Mexico Gross Receipts Taxes ("NMGRT").
- b. There shall be no reimbursable expenses (e.g., printing, travel, lodging, food, entertainment, etc.) allowed under this Agreement.
- c. Individual task orders that exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) shall also require County Council approval.

2. Maximum Compensation. Compensation for all Agreements AGR22-32a, AGR22-32b, and AGR22-32c, under this Agreement, shall not exceed a combined total of THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00), excluding NMGRT.

3. Invoices. Contractor shall submit one (1) itemized invoice per Task Order to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice. When applicable, itemized invoices shall be paid in conformance to legal requirements for Public Works projects exceeding the prevailing wage threshold.

- a. Materials, parts, and County approved leased or rented equipment, shall be itemized on Contractor's invoice, billed at actual cost with a copy of the invoice from vendor, with the pre-approved administrative invoice processing fee.

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

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents, or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a nameplate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

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

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

SECTION H. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship with its employees and subcontractors.

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be canceled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Professional Liability Insurance - Electrical/Plumbing/HVAC:** With a limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) annual aggregate, and sufficient to provide coverage for a three (3) year period from completion of this contract work, against any and all claims which may arise from the Contractor's negligent performance of work described herein.

SECTION J. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION K. APPLICABLE LAW: Contractor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

SECTION L. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

SECTION M. INDEMNITY: Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents, and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives, and subcontractors.

SECTION N. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

SECTION O. NON-ASSIGNMENT: Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

SECTION P. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION Q. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION R. TERMINATION:

- 1. Generally.** County may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.
- 2. Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION S. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:

Facilities Manager
Incorporated County of Los Alamos
101 Camino Entrada, Building 1
Los Alamos, New Mexico 87544

Contractor:

Trevor Beagen, General Manager
CAC, Inc.
610 Industrial Avenue, NE
Albuquerque, New Mexico 87107

SECTION T. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both County and Contractor.

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

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

SECTION W. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form is attached as Exhibit "C," "Campaign Contribution Disclosure Form," Contractor shall submit this updated form with this Agreement.

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

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

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

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

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

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

CAC, INC., A NEW MEXICO CORPORATION

BY: _____
TREVOR BEAGEN **DATE**
GENERAL MANAGER

Exhibit "A"
Compensation Rate Schedule
AGR22-32a

<i>Hourly Rate During Normal Business Hours</i>							
COST CATEGORY	YR 1	YR 2	YR 3	YR 4	YR 5	YR 6	YR 7
Lead Mechanical - Hourly Rate	\$80.00	\$80.00	\$80.00	\$84.00	\$84.00	\$86.00	\$86.00
Administrative (Invoice Processing)	\$80.00	\$80.00	\$80.00	\$84.00	\$84.00	\$86.00	\$86.00
<i>Hourly Rate Outside of Normal Business Hours, Including Weekends and Holidays</i>							
COST CATEGORY	YR 1	YR 2	YR 3	YR 4	YR 5	YR 6	YR 7
Lead Mechanical - Hourly Rate	\$120.00	\$120.00	\$120.00	\$124.00	\$124.00	\$126.00	\$126.00
Truck Fee (per call)	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00

Materials, parts, and County approved leased or rented equipment, shall be billed at actual cost with a copy of the invoice from vendor, with the pre-approved administrative invoice processing fee.

Exhibit "C"
CAMPAIGN CONTRIBUTION DISCLOSURE FORM
AGR22-32a

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following
- COUNTY COUNCILORS: Denise Derkacs; Melanee Hand; David Izraelevitz; Keith Lepsch, David Reagor; Randal Ryti; and Sara Scott.)

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

(Attach extra pages if necessary)

Signature Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member, or representative.

Signature Date

Title (position)



INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this "Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Daikin Applied Americas Inc.**, a Delaware corporation ("Contractor"), to be effective for all purposes July 13, 2022.

WHEREAS, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 22-32 (the "RFP") on February 3, 2022, requesting proposals for On-Call HVAC Repairs and Maintenance, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated February 24, 2022 ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was one (1) of three (3) successful Offerors for the services listed in the RFP; and

WHEREAS, the County Council, as part of a multiple source award, approved this Agreement, AGR22-32a and AGR22-32c, at a public meeting held on July 12, 2022; and

WHEREAS, the aggregate compensation between this Agreement and Agreements AGR22-32a and AGR22-32c are not to exceed the sum of THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00), excluding New Mexico gross receipts taxes ("NMGR"); and

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

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

SECTION A. SERVICES: Contractor shall perform On-Call Heating, Ventilation and Air Conditioning ("HVAC") maintenance and repair services as well as trouble-shoot issues at the Los Alamos County Golf Course located at 4290 Diamond Drive, Los Alamos, New Mexico as follows (hereafter "Services"):

1. Contractor shall proficiently and effectively maintain Daikin equipment on an as-needed basis at the prices listed in Exhibit "A".
2. Contractor shall proficiently and effectively interface with Daikin Building Automation Systems.
3. As some equipment may be under warranty, Services shall not void any warranties related to the equipment. County shall identify the equipment that is under warranty and notify Contractor.

4. Contractor shall possess or be able to obtain all required equipment, such as lifts, cranes, ladders, power tools, refrigerant and other items needed to complete Services. Contractor shall identify any equipment that must be leased or rented to perform a particular repair and submit in writing the proposed equipment, cost estimate, and administrative invoicing fee to County Project Manager for approval before leasing or renting the equipment. County shall not supply any equipment.
5. Service Reports. Contractor shall furnish a written Service Report to County within fourteen (14) days upon completion of every Service visit, at a minimum. The report shall include, at a minimum, time in and out, area of Service, and Services performed. Contractor shall maintain a copy of each Service Report, per SECTION J. RECORDS.
6. Response times. Contractor shall respond on site initially within a maximum of four (4) hours, seven (7) days per week, three hundred sixty-five (365) days per year, which includes weekends, holidays and after-hours work for emergency work. Non-emergency work shall be scheduled between Contractor and County Project Manager or County Project Manager's designee, during normal business hours (Monday – Friday, 8:00 a.m. – 5:00 p.m.) on a schedule to be determined.
7. Task Orders.
 - a. Project Manager shall request the Services of Contractor for individual or multiple projects through a Request for Quote(s). Each Request for Quote shall identify the work and Services to be performed and a timeline for Project completion. A Request for Quote may be as detailed as County finds necessary to assure appropriate oversight of the services to be performed. A sample task order is provided in Exhibit "B," "Sample Task Order," attached hereto and made a part hereof for all purposes.
 - b. Upon the County's issuance of a Request for Quote, Contractor shall provide a written, itemized Quote for the task(s), work, and/or services requested by Project Manager ("Quote"). The Quote shall provide in writing the proposed labor hours and labor type necessary to complete the Task Order; the cost shall conform to the rates detailed in Exhibit "A." If Contractor has identified any equipment that must be leased or rented in order to perform a particular Service, the Contractor shall identify the equipment to be leased or rented, the cost, and administrative invoicing fee and include such information in the Task Order for County's approval. Any progress billing and payment shall be provided by Contractor in the Quote and is subject to approval by Project Manager. Preparation and work performed to prepare each of the proposals shall be considered as incidental to this Agreement and not compensable.
 - c. If Contractor's Quote is acceptable to County, Project Manager shall provide Contractor with written approval ("Approved Task Order"). Contractor is authorized to begin work only upon receipt of the Approved Task Order.
 - d. If the Contractor is unable to provide, in the determination of the Project Manager, the full scope of the Proposed Task Order work, the Project Manager may alter, change, modify, or cancel the Request for Quote before work commences. After work commences, the Approved Task Order shall be adjusted only upon the written agreement of the County after a finding that a change to the task order is necessary and justifiable. Contractor's failure to reasonably estimate the cost of completing the task in the first instance shall not be a justification for modifying the Approved Task Order. Modifications to the maximum amount for the Approved Task Order shall be agreed upon by County prior to Contractor continuing the performance of

Services. Modifications shall follow the previous nomenclature with letters following (TO1A, TO1B, etc.). In no event shall the total of the maximum amount for all Approved Task Orders exceed the maximum amount of compensation outlined in this agreement unless modified by County. Unanticipated events, such as natural phenomena, shall not form the basis for additional compensation to Contractor.

- e. Contractor must take any and all actions to timely complete the work agreed to in the Approved Task Order, including but not limited to subcontracting the work. Costs for any Subcontractors shall be paid to Contractor at the same rate as Contractor. All subcontractor costs shall be included in the Contractor's invoicing with Subcontractor itemized costs.
 - f. This Agreement does not provide Contractor with a guarantee that County will accept Contractor's Quotes and award Contractor Approved Task Orders. County reserves the right, at its sole discretion, to separately quote or bid any Services pursuant to the provisions of this Agreement. County's issuance of a Request for Quote is not a guarantee of work to Contractor. County, at its sole discretion, shall determine when Contractor's Services are required and shall issue written Request for Quotes as needed.
 - g. Individual Task Orders which exceed the state prevailing wage threshold shall be subject to a Wage Rate Decision. County shall obtain and provide the Wage Rate Decision and issue it to the Contractor prior to the preparation of the Task Order.
8. Contract Performance and Payment Bonds: When an individual Task Order is awarded in excess of the state prevailing wage threshold, the following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the individual Task Order:
- a. A performance bond satisfactory to the County, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the County, in an amount equal to 100 percent of the price specified in the individual Task Order; and
 - b. A payment bond satisfactory to the County, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the individual Task Order. The bond shall be in an amount equal to 100 percent of the price specified in the individual Task Order.
9. Contractor shall provide a ninety (90) day warranty on all repair labor for Contractor's products and shall pass on manufacturer's standard warranty on all new parts and components.
10. In the event Contractor's replacement part fails due to Contractor's faulty installation, Contractor shall make subsequent repairs without additional cost to the County, and the warranty extended from the date of the subsequent successful repair.
11. Contractor may be required to attend Council and other public meetings. County shall identify the meetings and Contractor shall include the costs for attendance in the maximum amount of the Task Order, based on the hourly rates agreed to. If it is determined after issuance of the Task Order that meeting attendance is required, County shall inform Contractor of such, and Contractor shall bill County accordingly, based on the hourly rates agreed to.

SECTION B. TERM: The term of this Agreement shall commence July 13, 2022, and shall continue through July 14, 2029, unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

1. Amount of Compensation.

- a. County shall pay compensation for performance of the Services in accordance with the Rate Schedule set out in Exhibit "A." Compensation for all Agreements (AGR22-32a, AGR22-32b, and AGR22-32c) and Task Orders under this Agreement, shall not exceed a combined total of THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) over the entire Term of this Agreement and which amount does not include applicable New Mexico Gross Receipts Taxes ("NMGR").
- b. There shall be no reimbursable expenses (e.g., printing, travel, lodging, food, entertainment, etc.) allowed under this Agreement.
- c. Individual task orders that exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) shall also require County Council approval.

2. Maximum Compensation. Compensation for all Agreements AGR22-32a, AGR22-32b, and AGR22-32c and under this Agreement, shall not exceed a combined total of THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00), excluding NMGR.

3. Invoices. Contractor shall submit one (1) itemized invoice per Task Order to County's Project Manager showing amount of compensation due, amount of any NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice. When applicable, itemized invoices shall be paid in conformance to legal requirements for Public Works projects exceeding the prevailing wage threshold.

- a. Materials, parts, and County approved leased or rented equipment, shall be itemized on Contractor's invoice, billed at actual cost with a copy of the invoice from vendor, with the pre-approved administrative invoice processing fee.

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

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times

during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

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

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

SECTION H. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. The Certificate of Insurance shall show the "Products and Completed Operations" endorsement to Contractor's General Liability Insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION

DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

SECTION J. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION K. APPLICABLE LAW: Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

SECTION L. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

SECTION M. INDEMNITY: Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all Third-Party liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors.

SECTION N. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

SECTION O. NON-ASSIGNMENT: Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

SECTION P. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION Q. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION R. TERMINATION:

- 1. Generally.** County may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.
- 2. Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION S. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:

Facilities Manager
Incorporated County of Los Alamos
101 Camino Entrada, Building 1
Los Alamos, New Mexico 87544

Contractor:

Justin Carpenter, Sales Representative
Daikin Applied Americas, Inc.
Post Office Box 1551
Minneapolis, Minnesota 55440

SECTION T. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both County and Contractor.

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

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

SECTION W. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form is attached as Exhibit "C," "Campaign Contribution Disclosure Form," Contractor shall submit this updated form with this Agreement.

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

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

SECTION Z. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED WITHIN THIS AGREEMENT OR A SUBSEQUENT PURCHASE ORDER, IN NO EVENT WILL EITHER PARTY'S LIABILITY OR DAMAGES HEREUNDER, WHETHER IN LAW, EQUITY, CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE EXCEED THE GENERAL LIABILITY INSURANCE AMOUNTS SET FORTH IN SECTION I. INSURANCE, OF THIS AGREEMENT. THE PARTIES AGREE THAT THIS SUM IS REASONABLE UNDER ALL CIRCUMSTANCES.

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

**ATTEST
ALAMOS**

INCORPORATED COUNTY OF LOS

**NAOMI D. MAESTAS
COUNTY CLERK**

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

Approved as to form:

**J. ALVIN LEAPHART
COUNTY ATTORNEY**

**DAIKIN APPLIED AMERICAS INC., A DELAWARE
CORPORATION**

By: _____
PATRICK STAUBER **DATE**
DISTRICT MANAGER, ARIZONA & NEW MEXICO

Exhibit "A"
Compensation Rate Schedule
AGR22-32b

<i>Hourly Rate During Normal Business Hours</i>							
COST CATEGORY	YR 1	YR 2	YR 3	YR 4	YR 5	YR 6	YR 7
Non-compressorized – Hourly Rate	\$117.00	\$121.00	\$125.00	\$129.00	\$133.00	\$137.00	\$141.00
Scroll and Reciprocating – Hourly Rate	\$106.00	\$109.00	\$112.00	\$115.00	\$119.00	\$123.00	\$127.00
Centrifugal, Absorber, and Screw – Hourly Rate	\$128.00	\$132.00	\$136.00	\$140.00	\$144.00	\$148.00	\$152.00
<i>Hourly Rate Outside of Normal Business Hours, Including Weekends and Holidays</i>							
COST CATEGORY	YR 1	YR 2	YR 3	YR 4	YR 5	YR 6	YR 7
Non-compressorized Hourly Rate	\$234.00	\$242.00	\$250.00	\$258.00	\$266.00	\$274.00	\$282.00
Scroll and Reciprocating – Hourly Rate	\$212.00	\$218.00	\$224.00	\$230.00	\$238.00	\$246.00	\$254.00
Centrifugal, Absorber, and Screw – Hourly Rate	\$256.00	\$264.00	\$272.00	\$280.00	\$288.00	\$296.00	\$304.00

Materials, parts, and County approved leased or rented equipment, shall be billed at actual cost with a copy of the invoice from vendor.

Exhibit "B"
SAMPLE TASK ORDER
AGR22-32b

AGR22-32bTASK ORDER #1 Daikin Applied Americas, Inc. – On-Call HVAC Repair and Maintenance

DATE PREPARED: July 15, 2022

CHARGE: XXXXXXXXXX-XXXX

CONTRACT MANAGER: Name, Phone. All changes in scope, budget, or schedule (extensions) need to be approved in advance by Project Manager.

COUNTY REQUESTOR/CONTACT: Name, Phone. All changes in scope, budget, or schedule (extensions) need to be approved in advance by Name, Phone.

ATTACHMENTS:

1. Proposal from Daikin Applied Americas, Inc., dated July 15, 2022, in the amount of \$XX, XXX.00 plus NMGR.

COMMENCE WORK DATE: Upon issuance of Purchase Order

REQUESTED DELIVERY DATE: All work on this Task Order is to be completed as soon as possible.

SCOPE OF WORK REQUESTED:

1. .

DELIVERABLE:

1. Completed project.

ESTIMATED COST:

1. Cost \$XX,XXX.00 plus NMGRT.

ESTIMATED VALUE OF ALL TASK ORDERS TO DATE INCLUDING THIS TASK ORDER (not including Reimbursable Expenses): \$XXX,XXX.00

CURRENT CONTRACT VALUE (not including Reimbursable Expenses or GRT): \$ XX.XXX.00

Estimated Balance Included in this Task Order: \$ XX,XXX.00

SIGNATURE PAGE

Original Task Order

Name	Date
Contract/Project Manager	

Name	Date
Daikin Applied Americas Inc.	

Juan Rael	Date
Public Works Director (if over \$3,000.00)	

Steven Lynne **Date**
County Manager (if TO value is \$10,000.00 or more)

Exhibit "C"
CAMPAIGN CONTRIBUTION DISCLOSURE FORM
AGR22-32b

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following - COUNTY COUNCILORS: Denise Derkacs; Melanee Hand; David Izraelevitz; Keith Lepsch, David Reagor; Randal Ryti; and Sara Scott.)

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

(Attach extra pages if necessary)

Signature Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

Title (position)



INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this "Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **PC Automated Controls, Inc.**, a Texas corporation ("Contractor"), to be effective for all purposes July 14, 2022.

WHEREAS, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services, and County issued Request for Proposals No. 22-32 (the "RFP") on February 3, 2022, requesting proposals for On-Call HVAC Repairs and Maintenance, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated February 24, 2022 ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was one (1) of three (3) successful Offerors for the services listed in the RFP; and

WHEREAS, the County Council, as part of a multiple-source award, approved this Agreement, AGR22-32a, and AGR22-32b, at a public meeting held on July 12, 2022; and

WHEREAS, the aggregate compensation between this Agreement and Agreements AGR22-32a and AGR22-32b are not to exceed the sum of THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00), excluding New Mexico gross receipts taxes ("NMGR"); and

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

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

SECTION A. SERVICES: Contractor shall perform On-Call Heating, Ventilation, and Air Conditioning ("HVAC") maintenance and repair services as well as trouble-shoot issues at County facilities as follows (hereafter "Services"):

1. Contractor shall proficiently and effectively maintain, repair, and troubleshoot a variety of brands of HVAC equipment, including Trane, Liebert, Ruud, Daikin, Lochinvar, and other equipment to the County on an as-needed basis (hereafter "Services") at the prices listed in Exhibit "A".
2. Work shall also include repair, troubleshooting, and maintaining, as needed, various types of Evaporative Cooling systems, from small rooftop units to air wash and filter media systems. Units include, but are not limited to 3-ton split systems, 25-ton rooftop units, 5-ton Liebert units, Lochinvar boilers, Evaporative Cooling Towers, and other units, including furnaces and air conditioners in a variety of buildings.
3. Contractor shall be expected to proficiently and effectively interface with Daikin and Trane US Building Automation Systems.

4. If equipment is under the manufacturer's warranty, Contractor shall be licensed and approved by the manufacturer to work on warranted equipment to not void any warranties related to the equipment. County shall identify the equipment that is under warranty and notify Contractor.
5. Contractor shall possess or be able to obtain all required equipment, such as lifts, cranes, ladders, power tools, refrigerant, and other items needed to complete Services. Contractor shall identify any equipment that must be leased or rented to perform a particular repair and submit in writing the proposed equipment, cost estimate, and administrative invoicing fee to County Project Manager for approval before leasing or renting the equipment. County shall not supply any equipment.
6. Service Reports. Contractor shall furnish a written Service Report to County within fourteen (14) days upon completion of every Service visit, at a minimum. The report shall include, at a minimum, time in and out, area of Service, and Service performed. Contractor shall maintain a copy of each Service Report, per SECTION J. RECORDS.
7. Response times. Contractor shall respond on-site initially within a maximum of four (4) hours, seven (7) days per week, three hundred sixty-five (365) days per year, which includes weekends, holidays, and after-hours work for emergency work. Non-emergency work shall be scheduled between Contractor and County Project Manager or County Project Manager's designee, during normal business hours (Monday – Friday, 8:00 a.m. – 5:00 p.m.) on a schedule to be determined.
8. Task Orders.
 - a. Project Manager shall request the Services of Contractor for individual or multiple projects through a Request for Quote(s). Each Request for Quote shall identify the work and Services to be performed and a timeline for Project completion. A Request for Quote may be as detailed as County finds necessary to assure appropriate oversight of the services to be performed. A sample task order is provided in Exhibit "B," "Sample Task Order," attached hereto and made a part hereof for all purposes.
 - b. Upon the County's issuance of a Request for Quote, Contractor shall provide a written, itemized Quote for the task(s), work, and/or services requested by Project Manager ("Quote"). The Quote shall provide in writing the proposed labor hours, labor type, and parts and materials necessary to complete the Task Order; the cost shall conform to the rates detailed in Exhibit "A." If Contractor has identified any equipment that must be leased or rented in order to perform a particular Service, the Contractor shall identify the equipment to be leased or rented, the cost, and administrative invoicing fee and include such information in the Task Order for County's approval. Any progress billing and payment shall be provided by Contractor in the Quote and is subject to approval by Project Manager. Preparation and work performed to prepare each of the proposals shall be considered incidental to this Agreement and not compensable.
 - c. If Contractor's Quote is acceptable to County, Project Manager shall provide Contractor with written approval ("Approved Task Order"). Contractor is authorized to begin work only upon receipt of the Approved Task Order.
 - d. If the Contractor is unable to provide, in the determination of the Project Manager, the full scope of the Proposed Task Order work, the Project Manager may alter, change, modify, or cancel the Request for Quote before work commences. After work commences, the Approved Task Order shall be adjusted only upon the written agreement of the County after a finding that a change to the task order is necessary and justifiable. Contractor's failure to reasonably estimate the cost of completing the task in the first instance shall not be a justification for modifying the Approved Task Order. Modifications to the maximum amount for the Approved Task Order shall be agreed upon by County prior to Contractor

continuing the performance of Services. Modifications shall follow the previous nomenclature with letters following (TO1A, TO1B, etc.). In no event shall the total of the maximum amount for all Approved Task Orders exceed the maximum amount of compensation outlined in this agreement unless modified by County. Unanticipated events, such as natural phenomena, shall not form the basis for additional compensation to Contractor.

- e. Contractor must take any and all actions to timely complete the work agreed to in the Approved Task Order, including but not limited to subcontracting the work. Costs for any Subcontractors shall be paid to Contractor at the same rate as Contractor. All subcontractor costs shall be included in the Contractor's invoicing with Subcontractor itemized costs.
 - f. This Agreement does not provide Contractor with a guarantee that County will accept Contractor's Quotes and award Contractor Approved Task Orders. County reserves the right, at its sole discretion, to separately quote or bid any Services pursuant to the provisions of this Agreement. County's issuance of a Request for Quote is not a guarantee of work to Contractor. County, at its sole discretion, shall determine when Contractor's Services are required and shall issue written Request for Quotes as needed.
 - g. Individual Task Orders which exceed the state prevailing wage threshold shall be subject to a Wage Rate Decision. County shall obtain and provide the Wage Rate Decision and issue it to the Contractor prior to the preparation of the Task Order.
9. Contract Performance and Payment Bonds: When an individual Task Order is awarded more than the state prevailing wage threshold, the following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the individual Task Order:
- a. A performance bond satisfactory to the County, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the County, in an amount equal to 100 percent of the price specified in the individual Task Order; and
 - b. A payment bond satisfactory to the County, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the individual Task Order. The bond shall be in an amount equal to 100 percent of the price specified in the individual Task Order.
10. Contractor shall provide a ninety (90) day warranty on all repair labor; one (1) year warranty on parts and shall pass on manufacturer's standard warranty on all new parts and components. Labor for removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty shall be at County's expense at the rates listed in Exhibit "A."
11. In the event Contractor's replacement part fails due to Contractor's faulty installation, Contractor shall make subsequent repairs without additional cost to the County, and the warranty extended from the date of the subsequent successful repair.
12. Contractor may be required to attend Council and other public meetings. County shall identify the meetings and Contractor shall include the costs for attendance in the maximum amount of the Task Order, based on the hourly rates agreed to. If it is determined after issuance of the Task Order that meeting attendance is required, County shall inform Contractor of such, and Contractor shall bill County accordingly, based on the hourly rates agreed to.

SECTION B. TERM: The term of this Agreement shall commence July 13, 2022, and shall continue through July 14, 2029, unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

1. Amount of Compensation.

- a. County shall pay compensation for performance of the Services in accordance with the Rate Schedule set out in Exhibit "A." Compensation for all Agreements (AGR22-32a, AGR22-32b, and AGR22-32c) and Task Orders under this Agreement, shall not exceed a combined total of THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) over the entire Term of this Agreement and which amount does not include applicable New Mexico Gross Receipts Taxes ("NMGR").
- b. There shall be no reimbursable expenses (e.g., printing, travel, lodging, food, entertainment, etc.) allowed under this Agreement.
- c. Individual task orders that exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) shall also require County Council approval.

2. Maximum Compensation. Compensation for all Agreements AGR22-32a, AGR22-32b, and AGR22-32c, under this Agreement, shall not exceed a combined total of THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00), excluding NMGR.

3. Invoices. Contractor shall submit one (1) itemized invoice per Task Order to County's Project Manager showing amount of compensation due, amount of any NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice. When applicable, itemized invoices shall be paid in conformance to legal requirements for Public Works projects exceeding the prevailing wage threshold.

- a. Materials, parts, and County approved leased or rented equipment, shall be itemized on Contractor's invoice, billed at actual cost with a copy of the invoice from vendor, with the pre-approved administrative invoice processing fee.

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

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents, or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a nameplate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and shall maintain the personnel, experience, and knowledge necessary to qualify it for the

particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

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

SECTION H. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship with its employees and subcontractors.

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be canceled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Professional Liability Insurance - Electrical/Plumbing/HVAC:** With a limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) annual aggregate, and sufficient to provide coverage for a three (3) year period from completion of this contract work, against any and all claims which may arise from the Contractor's negligent performance of work described herein.

SECTION J. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the

services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION K. APPLICABLE LAW: Contractor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

SECTION L. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

SECTION M. INDEMNITY: Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents, and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives, and subcontractors.

SECTION N. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

SECTION O. NON-ASSIGNMENT: Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

SECTION P. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION Q. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION R. TERMINATION:

1. **Generally.** County may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor

shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.

- 2. Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION S. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:

Facilities Manager
Incorporated County of Los Alamos
101 Camino Entrada, Building 1
Los Alamos, New Mexico 87544

Contractor:

Luis Castillo, Service Manager
PC Automated Controls, Incorporated
10279 Dyer Street
El Paso, Texas 79924

SECTION T. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both County and Contractor.

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

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

SECTION W. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form is attached as Exhibit "C," "Campaign Contribution Disclosure Form," Contractor shall submit this updated form with this Agreement.

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

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

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

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

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

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

**PC AUTOMATED CONTROLS, INC., A TEXAS
CORPORATION**

BY: _____ **DATE**
DANIEL SHELTON
CEO/PRESIDENT

Exhibit "A"
Compensation Rate Schedule
AGR22-32c

<i>Hourly Rate During Normal Business Hours</i>							
COST CATEGORY	YR 1	YR 2	YR 3	YR 4	YR 5	YR 6	YR 7
Lead Mechanical - Hourly Rate	\$121.00	\$129.47	\$138.53	\$148.22	\$158.60	\$169.70	\$181.58
Assistant Mechanical - Hourly Rate	\$86.00	\$92.02	\$98.46	\$105.35	\$112.72	\$120.61	\$129.06
Laborer - Hourly Rate	\$86.00	\$92.02	\$98.46	\$105.35	\$112.72	\$120.61	\$129.06
Project Manager - Hourly Rate	\$121.00	\$129.47	\$138.53	\$148.22	\$158.60	\$169.70	\$181.58
Administrative (Invoice Processing)	\$150.00	\$160.50	\$171.73	\$183.75	\$196.61	\$210.38	\$225.10
Subcontractor	\$242.00	\$258.94	\$277.06	\$296.46	\$317.21	\$339.41	\$363.17
<i>Hourly Rate Outside of Normal Business Hours, Including Weekends and Holidays</i>							
COST CATEGORY	YR 1	YR 2	YR 3	YR 4	YR 5	YR 6	YR 7
Lead Mechanical - Hourly Rate	\$181.50	\$194.20	\$207.79	\$222.34	\$237.90	\$254.55	\$272.37
Assistant Mechanical - Hourly Rate	\$129.00	\$140.61	\$150.45	\$160.98	\$172.25	\$184.31	\$197.21
Laborer - Hourly Rate	\$129.00	\$140.61	\$150.45	\$160.98	\$172.25	\$184.31	\$197.21
Project Manager - Hourly Rate	\$181.50	\$194.20	\$207.79	\$222.34	\$237.90	\$254.55	\$272.37

Materials, parts, and County approved leased or rented equipment, shall be billed at actual cost with a copy of the invoice from vendor, with the pre-approved administrative invoice processing fee.

Exhibit "C"
CAMPAIGN CONTRIBUTION DISCLOSURE FORM
AGR22-32c

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

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

The following definitions apply:

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

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

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

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law, or son-in-law of:

- (a) a prospective contractor, if the prospective contractor is a natural person; or
- (b) an owner of a prospective contractor.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following
- COUNTY COUNCILORS: Denise Derkacs; Melanee Hand; David Izraelevitz; Keith Lepsch, David Reagor; Randal Ryt; and Sara Scott.)

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

(Attach extra pages if necessary)

Signature Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member, or representative.

Signature Date

Title (position)



County of Los Alamos

Staff Report

July 12, 2022

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: B.

Index (Council Goals): * 2022 Council Goal - N/A

Presenters: Steven Lynne, County Manager

Legislative File: AGR0872-22

Title

Approval of AGR21-923-A4 General Services Amendment with Gallagher & Kennedy, P.A. for \$320,000.00, plus Applicable Gross Receipts Tax to provide Legal Services to the Incorporated County of Los Alamos Relating to Matters United States Environmental Protection Agency Region 6 designation decision under the Clean Water Act.

Recommended Action

I move that the County Council approve Amendment No. AGR21-923-A4 between the Incorporated County of Los Alamos and Gallagher & Kennedy, P.A. in the amount of \$320,000.00, plus applicable NMGR.

..County Manager's Recommendation

The County Manager recommends that Council approve Amendment No. AGR19-923-A4, Los Alamos County, New Mexico Legal Services Agreement between Gallagher & Kennedy, P.A. and the Incorporated County of Los Alamos as requested.

Body

Gallagher & Kennedy, P.A. continues to provide advice to the County and represents the County in Matters Relating to the United States Environmental Protection Agency Region 6 designation decision under the Clean Water Act. This amendment increases the compensation limit as the work in this matter is on-going. The County Attorney has reviewed this contract and agrees that the continued use of the services of this firm is in the best interests of Los Alamos County.

Alternatives

Council may choose not to approve Amendment No. AGR19-923-A4 or may acquire alternative Counsel to represent the County in matters relating to the United States Environmental Protection Agency Region 6 designation decision under the Clean Water Act.

Fiscal and Staff Impact

This \$320,000.00 agreement covers a term of up to seven years. The approved FY23 budget will cover the estimated expenses associated with the United States Environmental Protection Agency Region 6 designation decision under the Clean Water Act legal proceedings.

Attachments

- A - AGR21-923-A4 Gallagher & Kennedy, P.A.
- B - AGR21-923 Gallagher & Kennedy, P.A. with 3 amendments



**INCORPORATED COUNTY OF LOS ALAMOS
PROFESSIONAL SERVICES AGREEMENT
AMENDMENT NO. 3**

This **AMENDMENT NO. 4** is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Gallagher & Kennedy, P.A.**, an Arizona Professional Association ("Contractor"), to be effective for all purposes July 13, 2022.

WHEREAS, County and Contractor entered into Services Agreement AGR21-923 on August 1, 2020, Amendment No. 1 AGR21-923-A1, on February 1, 2021, Amendment No. 2 AGR21-923-A2, on March 8, 2021, and AGR21-923-A3, on September 30, 2021(as modified, the "Agreement"); and

WHEREAS, the County Council approved this Agreement at a public meeting held on July 12, 2022; and

WHEREAS, the services are ongoing and both parties wish to amend the Compensation, as described below.

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

I. To remove **SECTION C. COMPENSATION** in its entirety and replace it with the following:

SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for the performance of the Services in an amount not to exceed THREE HUNDRED TWENTY THOUSAND DOLLARS (\$320,000.00), which amount does not include applicable New Mexico Gross Receipts Taxes and reimbursable expenses, including technical expert witness fees. Reimbursable expenses shall be paid in accordance with the schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.
2. **Monthly Invoices.** Contractor shall submit monthly invoices to the County Attorney. Invoices shall provide a detailed description of services provided each day; the amount of time spent by Contractor on a daily basis; the hourly rate; the total number of hours spent in providing the service; the amount of compensation for services; itemized reimbursable expenses, if any, and total amount of such expenses; amount of any New Mexico gross receipts taxes; and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

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

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

GALLAGHER & KENNEDY, P.C., A NEW MEXICO
PROFESSIONAL ASSOCIATION

BY: _____
DALVA L. MOELLENBERG, ESQ. **DATE**
MANAGING SHAREHOLDER

Exhibit "A"
Compensation Rate Schedule
AGR21-923-A3

Fees for Services shall be based on time actually spent rendering Services satisfactory to County the following hourly rates:

Dalva L. Moellenberg, Esq.	\$395.00
Other Shareholders	\$395.00
Associates	\$275.00
Paralegal	\$175.00

- Technical Expert Witness Fees – Actual Costs
- Commercial Messenger/Delivery Services – Actual Charge
- Facsimile – Actual Phone Charge
- Photocopies - .10 per copy or actual costs for large copying projects completed outside the Contractor's Office
- LEXIS, WESTLAW, DIALOG, NM Legal Net Computerized Legal Research – Actual cost with approval of the County Attorney
- Long Distance Telephone Calls – Actual Cost
- Postage – Actual out-of-the ordinary postage costs (i.e., federal express or similar express mail)
- Travel Costs – Actual Cost
- Deposition costs – Actual Cost



LOS ALAMOS

INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

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

RECITALS

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

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

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

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

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

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

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


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 Page(s): 8 Naomi D Maestas - County Clerk
 Los Alamos County, NM Gloria A Maestas - Deputy



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

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

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

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

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

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

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

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

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

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

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

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

4. Interest of Contractor.

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

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

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

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

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

pay any applicable amounts remaining due to the Contractor.

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

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

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

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

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

INCORPORATED COUNTY OF LOS ALAMOS:

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

CONTRACTOR:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST



NAOMI D. MAESTAS
COUNTY CLERK



INCORPORATED COUNTY OF LOS ALAMOS

BY:



HARRY BURGESS
COUNTY MANAGER

11/14/18
DATE

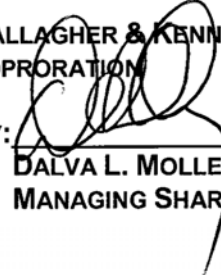
Approved as to form.



J. ALVIN LEAPHART
COUNTY ATTORNEY

GALLAGHER & KENNEDY, P.A., A PROFESSIONAL
CORPORATION

BY:



DALVA L. MOLLENBERG
MANAGING SHAREHOLDER

11/19/18
DATE

EXHIBIT A

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

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

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

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

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

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

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

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

**AMENDMENT NO. 1
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 19-921**

This **AMENDMENT NO. 1** is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Gallagher & Kennedy, P.A.**, ("Contractor"), to be effective for all purposes July 1, 2020.

WHEREAS, County and Contractor entered into Agreement No. AGR19-921 on November 14, 2018, (the "Agreement") for legal services in conjunction and association with the County Attorney in County's claims for recovery of sums from the State of New Mexico, Taxation and Revenue Department, for unlawful reductions of distributions and transfers of gross receipts tax revenue collected by the State on behalf of County; and

WHEREAS, the Services are ongoing and County and Contractor wish to extend the term as allowed for in the original terms of the Agreement.

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

- I. Delete **Section 2. Time of Performance** in its entirety and replace it with the following:
 - 2. Time of Performance.** Services of the Contractor shall commence upon execution of this Agreement and shall continue through June 30, 2022. The Services shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement.
- II. Add two (2) new Sections titled "23." and "24."
 - 23. Legal Recognition of Electronic Signatures.** Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.
 - 24. Duplicate Original Documents.** This document may be executed in counterparts, each of which shall be deemed an original.

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



LACF2020-0038 07/09/2020 03:43 PM
Page(s): 2 Naomi D Maestas - County Clerk
Los Alamos County, NM Anna Sanchez - Deputy



IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST



NAOMI D. MAESTAS
COUNTY CLERK

INCORPORATED COUNTY OF LOS ALAMOS


BY: /s/ Harry Burgess 6/29/20
HARRY BURGESS
COUNTY MANAGER DATE

Approved as to form:

/s/ J. Alvin Leaphart
J. ALVIN LEAPHART
COUNTY ATTORNEY



GALLAGHER & KENNEDY, P.A.

BY:  7/6/2020
DALVA L. MOELLENBERG
MANAGING SHAREHOLDER DATE

AGR21-923-A2



**INCORPORATED COUNTY OF LOS ALAMOS
PROFESSIONAL SERVICES AGREEMENT
AMENDMENT NO. 2**

This **AMENDMENT NO. 2** is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Gallagher & Kennedy, P.A.**, an Arizona Professional Association ("Contractor"), to be effective for all purposes March 8, 2021.

WHEREAS, County and Contractor entered into Services Agreement AGR21-923 on August 1, 2020, and Amendment No. 1, AGR21-923-A1, on February 1, 2021, (as modified, the "Agreement"); and

WHEREAS, the services are ongoing and both parties wish to amend the Compensation, as described below.

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

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

SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for the performance of the Services in an amount not to exceed SEVENTY THOUSAND DOLLARS (\$70,000.00), which amount does not include applicable New Mexico Gross Receipts Taxes and reimbursable expenses, including technical expert witness fees. Reimbursable expenses shall be paid in accordance with the schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.
2. **Monthly Invoices.** Contractor shall submit monthly invoices to the County Attorney. Invoices shall provide a detailed description of services provided each day; the amount of time spent by Contractor on a daily basis; the hourly rate; the total number of hours spent in providing the service; the amount of compensation for services; itemized reimbursable expenses, if any, and total amount of such expenses; amount of any New Mexico gross receipts taxes; and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.



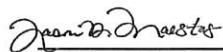
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Page(s): 3 Naomi D Maestas - County Clerk
Los Alamos County, NM Anna M. Archuleta - Deputy



IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

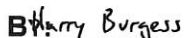
ATTEST

INCORPORATED COUNTY OF LOS ALAMOS



NAOMI D. MAESTAS
COUNTY CLERK



By 

HARRY BURGESS
COUNTY MANAGER

3/15/2021

DATE

Approved as to form:



3/11/2021

J. ALVIN LEAPHART
COUNTY ATTORNEY

GALLAGHER & KENNEDY, P.C., A NEW MEXICO
PROFESSIONAL ASSOCIATION

By 

DALVA L. MOELLENBERG, ESQ.
MANAGING SHAREHOLDER

3/15/2021

DATE

Exhibit "A"
Compensation Rate Schedule
AGR21-923-A2

Fees for Services shall be based on time actually spent rendering Services satisfactory to County the following hourly rates:

Dalva L. Moellenberg, Esq.	\$395.00
Other Shareholders	\$395.00
Associates	\$275.00
Paralegal	\$175.00

- Technical Expert Witness Fees – Actual Costs
- Commercial Messenger/Delivery Services – Actual Charge
- Facsimile – Actual Phone Charge
- Photocopies - .10 per copy or actual costs for large copying projects completed outside the Contractor's Office
- LEXIS, WESTLAW, DIALOG, NM Legal Net Computerized Legal Research – Actual cost with approval of the County Attorney
- Long Distance Telephone Calls – Actual Cost
- Postage – Actual out-of-the ordinary postage costs (i.e., federal express or similar express mail)
- Travel Costs – Actual Cost
- Deposition costs – Actual Cost

AGR21-923-A3



**INCORPORATED COUNTY OF LOS ALAMOS
PROFESSIONAL SERVICES AGREEMENT
AMENDMENT NO. 3**

This **AMENDMENT NO. 3** is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Gallagher & Kennedy, P.A.**, an Arizona Professional Association ("Contractor"), to be effective for all purposes September 30, 2021.

WHEREAS, County and Contractor entered into Services Agreement AGR21-923 on August 1, 2020, Amendment No. 1 AGR21-923-A1, on February 1, 2021, and Amendment No. 2 AGR21-923-A2, (as modified, the "Agreement"); and

WHEREAS, the services are ongoing and both parties wish to amend the Compensation, as described below.

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

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

SECTION C. COMPENSATION:

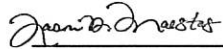
1. **Amount of Compensation.** County shall pay compensation for the performance of the Services in an amount not to exceed ONE HUNDRED SEVENTY THOUSAND DOLLARS (\$170,000.00), which amount does not include applicable New Mexico Gross Receipts Taxes and reimbursable expenses, including technical expert witness fees. Reimbursable expenses shall be paid in accordance with the schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.
2. **Monthly Invoices.** Contractor shall submit monthly invoices to the County Attorney. Invoices shall provide a detailed description of services provided each day; the amount of time spent by Contractor on a daily basis; the hourly rate; the total number of hours spent in providing the service; the amount of compensation for services; itemized reimbursable expenses, if any, and total amount of such expenses; amount of any New Mexico gross receipts taxes; and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

LACF2021-0244 09/29/2021 03:12 PM
Page(s): 3 Naomi D Maestas - County Clerk
Los Alamos County, NM Anna M. Archuleta - Deputy



IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST



NAOMI D. MAESTAS
COUNTY CLERK



INCORPORATED COUNTY OF LOS ALAMOS

By 

STEVEN LYNNE
COUNTY MANAGER

9/28/2021

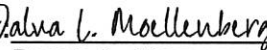
DATE

Approved as to form:



J. ALVIN LEAPHART
COUNTY ATTORNEY

GALLAGHER & KENNEDY, P.C., A NEW MEXICO
PROFESSIONAL ASSOCIATION

By 

DALVA L. MOELLENBERG, ESQ.
MANAGING SHAREHOLDER

9/29/2021

DATE

Exhibit "A"
Compensation Rate Schedule
AGR21-923-A3

Fees for Services shall be based on time actually spent rendering Services satisfactory to County the following hourly rates:

Dalva L. Moellenberg, Esq.	\$395.00
Other Shareholders	\$395.00
Associates	\$275.00
Paralegal	\$175.00

- Technical Expert Witness Fees – Actual Costs
- Commercial Messenger/Delivery Services – Actual Charge
- Facsimile – Actual Phone Charge
- Photocopies - .10 per copy or actual costs for large copying projects completed outside the Contractor's Office
- LEXIS, WESTLAW, DIALOG, NM Legal Net Computerized Legal Research – Actual cost with approval of the County Attorney
- Long Distance Telephone Calls – Actual Cost
- Postage – Actual out-of-the ordinary postage costs (i.e., federal express or similar express mail)
- Travel Costs – Actual Cost
- Deposition costs – Actual Cost



County of Los Alamos

Staff Report

July 12, 2022

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: C.

Index (Council Goals): * 2022 Council Goal - N/A

Presenters: Monther Jubran, Budget and Performance Manager and Helen Perraglio, Chief Financial Officer

Legislative File: 16110-22

Title

Approval of Budget Revision 2022-74, moving spending authority from the State-Shared Revenue (Road Fund) to the Cumbres Del Norte Road Project in the CIP fund

Recommended Action

I move that Council approve Budget Revision 2022-74 as summarized on Attachment A and that the attachment be made a part of the minutes of this meeting.

County Manager's Recommendation

The County Manager recommends that Council approve Budget Revision 2022-74 as requested.

Body

The State-Shared Revenue Fund - The Road Fund had budgeted revenues and expenditures in the amount of \$580,000 in FY2022. Council approved the Cumbres Del Norte Project Budget on May 3, 2022 for a total amount of \$1,903,000. Part of that \$1,903,000 included the \$580,000 to be funded by the Road Fund. This Budget Revision is to decrease spending authority in the Road Fund, transfer the money to the CIP fund and authorize spending authority for the Cumbres Del Norte Project for the amount of \$580,000, in order to capture the entire capital project in one place for ease of accounting and reporting.

Alternatives

Council could choose not to approve Budget Revision 2022-74. The impact would add more administration to the accounting of the approved capital project.

Fiscal and Staff Impact/Planned Item

There is no staff impact as a result of this budget revision. Financial impact is summarized in the attached budget revision.

Attachments

A - Budget Revision 2022-74

Budget Revision 2022-74

Council Meeting Date: July 12, 2022

	Fund/Dept	Munis Org	Object	Revenue (decrease)	Expenditures (decrease)	Transfers In(Out)	Fund Balance (decrease)
	Road Fund - State Shared Revenue	11771410	8369		\$ (580,000)		\$ 580,000
	Road Fund - State Shared Revenue	11771410	9631			\$ (580,000)	\$ (580,000)
	CIP - Default	CP9001	7611			\$ 580,000	\$ 580,000
	CP5031 - Cumbres Del Norte	CP5031	8369		\$ 580,000		\$ (580,000)
Description: The purpose of this budget revision is to decrease spending authority in the Road Fund to transfer the money out to the CIP fund to fund the Cumbres Del Norte road project as approved by Council on May 3rd 2022.							
Fiscal Impact: The net fiscal impact is Zero on both the Road Fund and the CIP fund.							

Monther Jubran	06/30/2022
<u>Preparer</u>	<u>Date</u>
<i>Monther Jubran</i>	
<u>Budget & Performance Manager</u>	



County of Los Alamos

Staff Report

July 12, 2022

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: D.

Index (Council Goals):

Presenters: County Council - Regular Session

Legislative File: 16111-22

Title

Approval of Term Extension for the Racial Equity and Inclusivity Task Force

Recommended Action

I move that Council approve the revised Racial Equity and Inclusivity Task Force Charter as presented.

Body

In March 2021, Council approved the establishment of a Racial Equity and Inclusivity Task Force. This Task Force was originally chartered for 365 days but the sunset date was set to June 1, 2022 due to difficulties in scheduling the initial meeting. At this time, the Task Force has not yet completed its final report to Council and desires an extension to the Task Force expiration date. Attachment A contains a revised charter that modifies the expiration date of the REI Task Force to July 31, 2022.

Alternatives

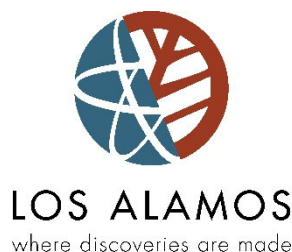
Council could choose to not approve the revised Charter or could approve it with amendments.

Fiscal and Staff Impact/Unplanned Item

There is no fiscal impact and minimal staff impact due to this revised charter.

Attachments

A - Charter for the Racial Equity, and Inclusivity Task Force_Revised 7-21-22



Charter for the 2021 Los Alamos Racial Equity and Inclusivity Task Force

Revised ~~6/29/2021~~ 7/12/22

I. Purpose

The Los Alamos Racial Equity and Inclusivity Task Force (“Task Force”) was created through an action of the County Council on March 30, 2021, when the Council formally adopted this Charter. The Task Force will serve as an advisory body to the County Council for the purpose of developing and recommending how the County can promote equity, inclusivity, and a feeling of belonging to the benefit of all and the betterment of the community. Providing a framework and forum for open and transparent discussions to understand and identify sustainable ways to continue progress towards this goal will be a key element of the Task Force’s efforts. This will be a working Task Force; members will be responsible for collaborating with each other and other stakeholders.

II. Scope of Work

The Task Force will provide a final report to the County Council prior to the expiration of this Charter that provides the results of the following specific tasks:

- Honing an overall perspective of racial equity and inclusivity throughout the community through:
 - Briefings and discussions with the Los Alamos Public Schools, Los Alamos National Laboratory, Los Alamos Police Department, Los Alamos Fire Department, Los Alamos Medical Center, Los Alamos County Community Services Department, other Los Alamos youth and social service providers, and community members at large via townhalls and surveys.
- Identify best practices that have already been developed by universities, industry, and other organizations, and could be applicable to promoting racial equity, inclusivity, and a feeling of belonging in the Los Alamos community.
- Engaging leaders in other towns/cities, including regional neighbors, to understand how the work of racial equity and inclusivity has been operationalized at the municipal level.
- Understanding where the county has discretion to advance racial equity and inclusivity, such as revisions to policies, practices, budget allocations, and program recommendations.
- Considering how the County can feed into and/or support efforts of the Governor’s

Advisory Council on Racial Justice.

- Drafting a vision and mission statement for racial equity and inclusivity in the County and mechanisms by which progress will be monitored.
- Proposing near-term actions to address immediate opportunities as well as longer-term efforts to promote sustainable progress and benefit to the community. Examples could include:
 - Starting from what has worked in other communities, agree on a shared language and understanding of terminology to use within the Task Force.
 - Identifying opportunities to integrate racial equity and inclusivity into routine operations.
 - Developing a draft racial equity and inclusivity action plan to address, develop, and implement policies and actions to ensure a more equitable and inclusive Los Alamos County community.
 - Creating, through collaborative efforts with other county organizations and community members, a forum for ongoing community conversations regarding racial equity and inclusivity that builds trust and reflects the genuine commitment to hearing and addressing concerns and ideas for progress.
- Engaging the community to obtain feedback on Task Force products before finalizing the report.

A mid-term progress report approved by the Task Force shall be presented to the Los Alamos County Council during the month of November 2021 at a regular meeting of the County Council.

III. Task Force Representation and Training

The Task Force will be composed of nine members appointed by the County Council through an application process. In appointing members, the County Council shall seek members reflective of the Los Alamos community regarding race, ethnicity and socioeconomic background. Task Force members will be individually appointed by the County Council after having submitted letters of interest. Task Force members shall participate in appropriate subject matter training, as determined by the County in consultation with the Task Force at the earliest opportunity. The subject-matter of the training is to support effective engagement with the community to understand issues and opportunities, learn from experiences of the other communities, and identify existing tools and strategies that could promote progress towards the overall goal of promoting inclusivity and a feeling of belonging to the benefit of all and the betterment of the community. Reasonable costs for this training shall be paid by the County.

IV. Charter and Member Terms

The term of this Charter shall expire ~~June 1~~July 31, 2022, and the term of each member shall run until the term of the Charter expires. If during the term of the Charter a member resigns or is otherwise unable to serve, Council shall appoint a new member to fill that member's remaining term.

V. Quorum

A quorum of the Task Force is defined as a simple majority of the appointed members of the Task Force. Task Force actions can be taken and considered valid only if a quorum has been established at the meeting.

VI. Resources

The County will provide staff responsible for coordinating the Task Force in meeting logistics and other needs. Other County staff may be available based upon identified needs or specific topics of discussion.

VII. Meetings

All meetings of the Task Force are subject to and shall comply with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1 to 10-15-4, and shall adhere to the requirements outlined in the County's Resolution adopted annually pursuant to Section 10-15-1(D) of the New Mexico Open Meetings Act.

This task force [shall / shall not] utilize the LAC Orientation Manual for the Members of Boards and Commissions as guidance for roles, responsibilities and procedural rules.

VIII. Subcommittees

The Task Force may form subcommittees as needed. These may include content experts and interested parties. Subcommittee reports will be available to the public and presented to the full Task Force. All recommendations to the County Council should be that of the full Task Force, as indicated by a majority vote of Task Force members. The subcommittees may include persons not otherwise identified as a member of the Task Force. However, subcommittee membership does not convey an ability to vote on any recommendations. Subcommittee formation may be for the purpose of research, education, and outreach.



County of Los Alamos

Staff Report

July 12, 2022

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: E.

Index (Council Goals): * 2022 Council Goal - N/A

Presenters: County Clerk

Legislative File: 16109-22

Title

Approval of County Council Minutes for June 21, 2022 and June 28, 2022

Recommended Action

I move that Council approve the County Council Minutes for the June 21, 2022 and June 28, 2022.

Clerk's Recommendation

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

Attachments

- A - County Council Minutes for June 21, 2022
- B - County Council Minutes for June 28, 2022



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Minutes

County Council – Work Session

Randall Ryti, Council Chair, Denise Derkacs, Council Vice-Chair,
Melanee Hand, David Izraelevitz, Keith Lepsch, David Reagor, and Sara Scott,
Councilors

Tuesday, June 21, 2022

6:00 PM

1000 Central Avenue. – Council Chambers

1. OPENING/ROLL CALL

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

The following Councilors were in attendance:

Present: 5 - Councilor Ryti, Councilor Derkacs, Councilor Hand, Councilor Izraelevitz, and
Councilor Reagor

Absent: 2 - Councilor Lepsch and Councilor Scott

2. PLEDGE OF ALLEGIANCE

Led by: All.

3. STATEMENT REGARDING CLOSED SESSION

Councilor Izraelevitz, read the following statement to be included in the minutes: "The matters discussed in the closed session of County Council held on June 21, 2022 at 5:00 p.m. were limited only to those topics specified in the notice of the closed session, and no action was taken on any matter in the closed session. We request that this statement be included in the meeting minutes."

4. PUBLIC COMMENT

None.

5. **APPROVAL OF AGENDA**

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

The motion passed by acclamation with the following vote:

Yes: 5 - Councilor Rytty, Councilor Derkacs, Councilor Hand, Councilor Izraelevitz, and Councilor Reagor

Absent: 2 - Councilor Lepsch and Councilor Scott

6. **PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS**

A. Presentation from Ted Wyka, NNSA Los Alamos Field Office Manager

Mr. Ted Wyka, NNSA Los Alamos Field Office Manager, presented.
Ms. Kristen Dors, NEPA Compliance Officer, spoke.
Mr. Paul Holland, Los Alamos Field Office, spoke.

No action taken.

B. Briefing Presentation to Council by John Nash, Chair of the Library Board

Mr. John Nash, Chair of the Library Board, presented.
Ms. Eileen Sullivan, Library Manager, spoke.

No action taken.

C. Briefing Presentation to Council by Ramiro Pereyra, Chair of the Parks and Recreation Board

Mr. Ramiro Pereyra, Chair of the Parks and Recreation Board, presented.
Mr. Steven Lynne, County Manager, spoke.

No action taken.

D. Integrated Resource Plan (IRP) Implementation Plan

Mr. Jordan Garcia, Power Systems Supervisor, presented.

RECESS

Chair Rytty called for a recess at 8:24 p.m. the meeting reconvened at 8:33 p.m.

No action taken.

7. COUNCIL BUSINESS

A. Action to Suspend Council Rules for Work Session

A motion was made by Councilor Izraelevitz, seconded by Councilor Derkacs, that Council suspend their procedural rules for this work session, June 21, 2022, so that formal action may be taken.

The motion passed with the following vote:

Yes: 5 - Councilor Ryti, Councilor Derkacs, Councilor Hand, Councilor Izraelevitz, and Councilor Reagor

Absent: 2 - Councilor Lepsch and Councilor Scott

B. Consideration and Possible Action on Salary Adjustments Resulting from the Council Closed Session Discussions of Limited Personnel Matters--Personnel Evaluation of the Public Utilities Manager

Public Comment:
None.

A motion was made by Councilor Derkacs, seconded by Councilor Hand, that Council approve salary adjustments of 5% for the Public Utilities Manager to be effective beginning at the start of the first full pay period in July 2022.

The motion passed with the following vote:

Yes: 5 - Councilor Ryti, Councilor Derkacs, Councilor Hand, Councilor Izraelevitz, and Councilor Reagor

Absent: 2 - Councilor Lepsch and Councilor Scott

8. PUBLIC COMMENT

None.

9. ADJOURNMENT

The meeting adjourned at 9:23 p.m.

INCORPORATED COUNTY OF LOS ALAMOS

Randall T. Ryti, Council Chair

Attest:

Naomi D. Maestas, County Clerk

Meeting Transcribed by: Victoria N. Montoya, Senior Deputy Clerk

Minutes

County Council – Regular Session

**Randall Ryti, Council Chair; Denise Derkacs, Council Vice-Chair;
Melanee Hand; David Izraelevitz; Keith Lepsch; David Reagor, and Sara Scott,
Councilors**

Tuesday, June 28, 2022

6:00 PM

Council Chambers-1000 Central Avenue
TELEVISED

1. OPENING/ROLL CALL

The Council Chair, Randall Ryti, called the meeting to order at 6:03 p.m.

The following Councilors were in attendance:

Present: 5 - Councilor Ryti, Councilor Derkacs, Councilor Hand, Councilor Izraelevitz, and
Councilor Reagor

Absent: 1 - Councilor Scott

Remote: 1 - Councilor Lepsch

2. PLEDGE OF ALLEGIANCE

Led by: All.

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

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

3. STATEMENT REGARDING CLOSED SESSION

Councilor Hand, read the following statement to be included in the minutes: "The matters discussed in the closed session of County Council held on June 28, 2022 at 5:00 p.m. were limited only to those topics specified in the notice of the closed session, and no action was taken on any matter in the closed session. We request that this statement be included in the meeting minutes."

4. PUBLIC COMMENT

Mr. Andrew Fraser commented regarding Item 6-B, related to the Broadband study.

5. APPROVAL OF AGENDA

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

The motion passed with the following vote:

Yes: 5 - Councilor Ryti, Councilor Derkacs, Councilor Hand, Councilor Izraelevitz, and Councilor Reagor

Abstain: 1 - Councilor Lepsch

Absent: 1 - Councilor Scott

6. PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS

- A. Update from Michael Mikolanis, Manager of the Department of Energy Environmental Management, Los Alamos Field Office

Mr. Michael Mikolanis, Manager of the Department of Energy Environmental Management, presented.
Mr. Troy Thompson, N3B, presented.

No action taken.

RECESS

Chair Ryti called for a recess at 7:34 p.m. the meeting reconvened at 7:41 p.m.

- B. Community Broadband Network Study Progress Update

Mr. Jerry Smith, Broadband Manager, presented.
Mr. Patrick Mulhearn, CTC Technology Energy, Director of Broadband Policy, presented.

No action taken.

7. PUBLIC COMMENT FOR ITEMS ON CONSENT AGENDA

None.

8. CONSENT AGENDA

Consent Motion:

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

- A. Approval of County Council Minutes for June 13, 2022 and June 14, 2022

I move that County Council approve the County Council Minutes for June 13, 2022, and June 14, 2022, *as amended*.

- B. Contract for General Services, Agreement No. AGR23-03 with The Family YMCA in the Amount of \$2,242,555 not Including Applicable Gross Receipts Tax, for the Purpose of Staffing and Operating a Teen Center

I move that Council approve Contract for General Services, Agreement No. AGR23-03 with The Family YMCA in the Amount of \$2,242,555 not Including Applicable Gross Receipts Tax, for the Purpose of Staffing and Operating a Teen Center.

- C. Contract for General Services, Agreement No. AGR23-01 with Los Alamos Juvenile Justice Advisory Board, LLC (JJAB) in the Amount not to exceed \$685,299.00 not Including Applicable Gross Receipts Tax, for the Purpose of Early Intervention Services for At-Risk Elementary School Youth and Families

I move that Council approve Contract for General Services Agreement No. AGR23-01 with the Los Alamos Juvenile Justice Advisory Board, LLC in the Amount of \$685,299.00 not Including Applicable Gross Receipts Tax, for the Purposes of Early Intervention Services for At-Risk Elementary School Youth and Families.

- D. Contract for General Services, Agreement No. AGR23-02 with Los Alamos Retired and Senior Organization (LARSO) in the Amount of \$309,060 not Including Applicable Gross Receipts Tax, for the Purpose of Conducting and Coordinating Home-Based Care Services to Individuals Aged Sixty (60) or Older and Frail Adults Aged Eighteen (18) Years or Older

I move that Council approve Contract for General Services Agreement No. AGR23-02 with Los Alamos Retired and Senior Organization in the Amount of \$309,060 not Including Applicable Gross Receipts Tax, for the Purposes of Conducting and Coordinating Home-Based Care Services to Individuals Aged Sixty (60) or Older and Frail Adults Aged Eighteen (18) Years or Older.

- E. Approval of a New Mexico Department of Transportation Aviation Project Grant Agreement in the Amount of \$1,900,000 and Task Order No. 5 under Services Agreement No. AGR15-4223 with WSP USA, Inc. in the Amount of \$243,785.96 plus Applicable Gross Receipts Tax for Project Management Services for the Airport Fuel Farm Project

I move that Council Approve a New Mexico Department of Transportation Aviation Project Grant agreement in the Amount of \$1,900,000 and Task Order No. 5 under Services Agreement No. AGR15-4223 with WSP USA, Inc. in the Amount of \$243,785.96 plus Applicable Gross Receipts Tax for Project Management Services for the Airport Fuel Farm Project.

- F. Approval of Services Agreement No. AGR 22-68 with Molzen-Corbin for the Purpose of the Water Production Facilities Electrical and Mechanical Upgrades Design

I move that Council approve Services Agreement No. AGR 22-68 with Molzen-Corbin in the amount of \$209,604.00, a contingency in the amount of \$25,000, for a total project budget of \$234,604.00, plus applicable gross receipts tax, for the purpose of the Water Production Facilities Electrical and Mechanical Upgrades Design.

- G. Approval of DOE/LAC Resource Pool Budget for Fiscal Years 2023 & 2024

I move that County Council approve the 2023-2024 Resource Pool budget as presented.

- H. Approval of Budget Revision 2022-67 for the Reallocation of \$39,915 of the AIPP to the respective CIP projects and increase revenue and expenditure in the Airport Fund for the \$32,000 ARPA grant

I move that Council approve Budget Revision 2022-67 as summarized on Attachment A and that the attachment be made a part of the minutes of this meeting.

I. Consideration and Possible Approval of the revised FY23 Salary Plan Job Class Order Schedule

I move that Council approve the revised FY23 Salary Plan Job Class Order schedule as shown in Attachment A.

Approval of the Consent Agenda:

The motion passed with the following vote:

Yes: 6 - Councilor Ryti, Councilor Derkacs, Councilor Hand, Councilor Izraelevitz, Councilor Reagor, and Councilor Lepsch

Absent: 1 - Councilor Scott

9. INTRODUCTION OF ORDINANCE(S)

- A. Introduction of Incorporated County of Los Alamos Ordinance No. 715, An Ordinance Authorizing the County Manager or Designee to Execute Lease Agreements for Hangars at the Los Alamos County Municipal Airport

Councilor Izraelevitz introduced, without prejudice, Incorporated County of Los Alamos Ordinance No. 715, an Ordinance authorizing the County Manager or Designee to execute lease agreements for hangars at the Los Alamos County Municipal Airport.

10. PUBLIC HEARING(S)

- A. Approval of Incorporated County of Los Alamos Resolution No. 22-08, Resolution of Support for County Participation in the 2022-2023 New Mexico Department of Transportation Local Government Road Fund for Reconstruction, and Improvements of Various County Roads in Los Alamos, New Mexico Under the Cooperative Agreement Program

Mr. Juan Rael, Public Works Director, presented.

Public Comment:
None.

A motion was made by Councilor Izraelevitz, seconded by Councilor Derkacs, that Council approve Incorporated County of Los Alamos Resolution No. 22-08, Resolution of Support for County Participation in the 2022-2023 New Mexico Department of Transportation Local Government Road Fund for Reconstruction, and Improvements of Various Roads in Los Alamos, New Mexico Under the Cooperative Agreement Program.

The motion passed with the following vote:

Yes: 6 - Councilor Ryti, Councilor Derkacs, Councilor Hand, Councilor Izraelevitz, Councilor Reagor, and Councilor Lepsch

Absent: 1 - Councilor Scott

- B. Approval of Incorporated County of Los Alamos Resolution No. 22-09, Resolution of Support for County Participation in the 2022-2023 New Mexico Department of Transportation Local Government Road Fund for Reconstruction and Improvements of Various County Roads in Los Alamos, New Mexico Under the School Bus Route Program

Mr. Juan Rael, Public Works Director, presented.

Public Comment:
None.

A motion was made by Councilor Derkacs, seconded by Councilor Reagor, that Council approve Incorporated County of Los Alamos Resolution No. 22-09, Resolution of Support for County Participation in the 2022-2023 New Mexico Department of Transportation Local Government Road Fund for Reconstruction and Improvements of Various Roads in Los Alamos, New Mexico Under the School Bus Route Program.

The motion passed with the following vote:

Yes: 6 - Councilor Ryti, Councilor Derkacs, Councilor Hand, Councilor Izraelevitz, Councilor Reagor, and Councilor Lepsch

Absent: 1 - Councilor Scott

- C. Approval of Incorporated County of Los Alamos Resolution No. 22-10, Resolution of Support for County Participation in the 2022-2023 New Mexico Department of Transportation Local Government Road Fund for Reconstruction, and Improvements of Various County Roads in Los Alamos, New Mexico Under the County Arterial Program

Mr. Juan Rael, Public Works Director, presented.

Public Comment:
None

A motion was made by Councilor Reagor, seconded by Councilor Derkacs, that Council approve Incorporated County of Los Alamos Resolution No. 22-10, Resolution of Support for County Participation in the 2022-2023 New Mexico Department of Transportation Local Government Road Fund for Reconstruction and Improvements of Various Roads in Los Alamos, New Mexico Under the County Arterial Program.

The motion passed with the following vote:

Yes: 6 - Councilor Ryti, Councilor Derkacs, Councilor Hand, Councilor Izraelevitz, Councilor Reagor, and Councilor Lepsch

Absent: 1 - Councilor Scott

- D. Incorporated County of Los Alamos Resolution No. 22-11; A Resolution of Support and Funding Commitment for the Local MainStreet Program

Mr. Daniel Ungerleider, Economic Development Administrator, presented.

Public Comment:
None.

A motion was made by Councilor Hand, seconded by Councilor Izraelevitz, that Council adopt Incorporated County Of Los Alamos Resolution No. 22-11; A Resolution of Support and Funding Commitment by the Incorporated County of Los Alamos for the Local MainStreet Program, as a Partner with Los Alamos MainStreet, a Program of the Los Alamos Commerce and Development Corporation (LACDC) and authorize the County Manager to sign a Memorandum of Understanding with the New Mexico MainStreet Program.

The motion passed with the following vote:

Yes: 6 - Councilor Ryti, Councilor Derkacs, Councilor Hand, Councilor Izraelevitz, Councilor Reagor, and Councilor Lepsch

Absent: 1 - Councilor Scott

11. BUSINESS

- A. Approval of Memorandum of Understanding with Santa Fe County for Economic Development Projects, including Broadband, and Programming Related to Community Development

Mr. Jerry Smith, Broadband Manager, presented.

Public Comment:
None.

A motion was made by Councilor Izraelevitz, seconded by Councilor Derkacs, that the Council approve the Memorandum of Understanding with Santa Fe County for economic development projects, including broadband, and programming related to community development, and authorize the County Manager to sign the Memorandum of Understanding with Santa Fe County.

The motion passed with the following vote:

Yes: 6 - Councilor Ryti, Councilor Derkacs, Councilor Hand, Councilor Izraelevitz, Councilor Reagor, and Councilor Lepsch

Absent: 1 - Councilor Scott

12. COUNCIL BUSINES

- A. Appointments

None.

B. Board, Commission and Committee Liaison Reports

Councilor Izraelevitz reported on the Racial Equity and Inclusivity Task Force.

Councilor Hand reported on the Art in Public Places Board.

Councilor Derkacs reported on the Board of Public Utilities (BPU).

C. County Manager's Report

1) County Manager's Report for June 2022

Ms. Linda Matteson, Deputy County Manager, reported on: the Cerro Pelado fire, the Investment Income, and a meeting with the new Interim CEO of the Los Alamos Medical Center, Tracie Stratton.

D. COVID-19 SITUATIONAL UPDATE

Ms. Linda Matteson, Deputy County Manager, provided an update.

E. Council Chair Report

Chair Ryti reported on meetings with the public related to recreational fields and public health, including: the dedication ceremony of "Perspective", a solar-powered fountain created by Greg Robertson, the LAC/LAPS joint meeting, the DOE clean-up forum, the Los Alamos Network 30th anniversary event plus announcements of losalamos.com and SALA, the "Healthiest County" BBC interview, and meeting with the Government Accountability Office on EM performance.

F. General Council Business

None.

G. Approval of Councilor Expenses

None.

H. Preview of Upcoming Agenda Items

Chair Ryti highlighted upcoming items on future agendas.

13. COUNCILOR COMMENTS

None.

14. PUBLIC COMMENTS

Mr. Andrew Fraser commented on making surveys universal for utility bills.

15. **ADJOURNMENT**

The meeting adjourned at 9:20 p.m.

INCORPORATED COUNTY OF LOS ALAMOS

Randall T. Ryti, Council Chair

Attest:

Naomi D. Maestas, County Clerk

Meeting Transcribed by: McKenzie Vaupel, Deputy Clerk

Los Alamos County Council
Regular Session
June 28, 2022
Item 8.H.

Attachment A

Budget Revision 2022-67

Council Meeting Date: June 28, 2022

	Fund/Dept	Munis Org	Object	Revenue (decrease)	Expenditures (decrease)	Transfers In(Out)	Fund Balance (decrease)
	CP5030 - Canyon Rd. Project	CP5030	8369		\$ 12,050		\$ (12,050)
	CP5030 - Cumbres Del Norte	CP5031	8369		\$ 6,615		\$ (6,615)
	CP5025 - Trinity Dr. Safety & ADA Improvements	CP5025	8369		\$ 1,000		\$ (1,000)
	CP5032 - Urban Trail Project Phase I	CP5032	8369		\$ 3,375		\$ (3,375)
	CP5033 - Urban Trail Project Phase II	C5033	8369		\$ 16,875		\$ (16,875)
	CP7001 Art In Public Places	CP7001	8369		\$ (39,915)		\$ 39,915
	Airport - Operations & Maintenance	68173410	3319/8369	\$ 32,000	\$ 32,000		\$ -

Description: The purpose of this budget revision is to 1) to reallocate the AIPP back to the respective CIP project where the project is fully or partially grant funded. When AIPP was established in the beginning of the year, 0.05% was allocated from the respective road projects to AIPP. This entry reallocates the money back from AIPP to the projects. #2) is to recognize the Airport ARPA grant for \$32,000 in revenue and expenditures in the Airport Fund – Operations and Maintenance.

Fiscal Impact: The net fiscal impact on both the CIP fund and the Airport Fund is zero.

Monther Jubran 06/17/2022

Preparer Date

Monther Jubran

Budget & Performance Manager

MUNIS Job Code		Occupational Job Families and Job Classes		Approved			Change In Grade	Exempt/ Non- Exempt	
			Current Grade	New Grade	Minimum	Midpoint			Maximum
		asterix=benchmarked job, red=new change							
Executive Management/At-Will Series									
101	*	Deputy County Manager	308	308	\$139,162	\$172,152	\$205,142		EX
400	*	Police Chief	306	306	\$126,224	\$156,147	\$186,070		EX
460	*	Fire Chief	306	306	\$126,224	\$156,147	\$186,070		EX
500	*	Public Works Director	304	305	\$120,213	\$148,711	\$177,209	1	EX
299		Administrative Services Director		305	\$120,213	\$148,711	\$177,209		EX
300	*	Community Services Director	304	304	\$114,489	\$141,630	\$168,771		EX
170	*	Community Development Director	304	304	\$114,489	\$141,630	\$168,771		EX
Elected Offices Series									
Assessment									
771	*	Chief Deputy Assessor	207	209	\$73,800	\$91,295	\$108,790	2	EX
773		Chief Appraiser	203	205	\$60,715	\$75,108	\$89,501	2	EX
774	*	Appraiser	121	121	\$46,411	\$57,414	\$68,416		NE
776		Senior Assessment Specialist	120	119	\$42,096	\$52,076	\$62,055	-1	NE
777	*	Assessment Specialist	118	117	\$38,183	\$47,234	\$56,286	-1	NE
779		Apprentice Appraiser	115	115	\$34,633	\$42,843	\$51,053		NE
Attorney's									
701	*	Deputy County Attorney	302	303	\$109,037	\$134,885	\$160,734	1	EX
702	*	Assistant County Attorney	301	301	\$98,900	\$122,345	\$145,791		EX
703		Associate County Attorney	211	212	\$85,433	\$105,686	\$125,939	1	EX
707		Senior Legal Assistant	124	124	\$53,727	\$66,463	\$79,200		NE
708	*	Legal Assistant	122	122	\$48,732	\$60,284	\$71,837		NE
Clerk's Office									
751	*	Chief Deputy Clerk	207	209	\$73,800	\$91,295	\$108,790	2	EX
755	*	Elections Manager	123	125	\$56,413	\$69,787	\$83,160	2	NE
752		Senior Deputy Clerk	121	123	\$51,168	\$63,298	\$75,429	2	NE
753	*	Deputy Clerk	119	121	\$46,411	\$57,414	\$68,416	2	NE
Municipal Court									
761	*	Court Administrator	207	207	\$66,939	\$82,808	\$98,676		EX
765	*	Probation Officer	122	122	\$48,732	\$60,284	\$71,837		NE
762		Senior Court Clerk	122	122	\$48,732	\$60,284	\$71,837		NE
763	*	Court Clerk	118	118	\$40,092	\$49,596	\$59,100		NE
Administrative Services Series									
Public Information									
111	*	Communications & PR Administrator	212	212	\$85,433	\$105,686	\$125,939		EX
604		Public Relations Manager	210	210	\$77,490	\$95,860	\$114,230		EX
114	*	Visual Information Specialist	122	122	\$48,732	\$60,284	\$71,837		NE
116	NEW	Social Media Coordinator		122	\$48,732	\$60,284	\$71,837		NE
Management Support									
203		Broadband Manager		302	\$103,845	\$128,463	\$153,080		EX
109	NEW	Sustainability Coordinator		211	\$81,365	\$100,653	\$119,942		EX
105		Intergovernmental Affairs Manager		301	\$98,900	\$122,345	\$145,791		EX
107	*	Business & ERP Manager	213	213	\$89,705	\$110,971	\$132,236		EX
261	*	Budget & Performance Manager	212	212	\$85,433	\$105,686	\$125,939		EX
262		Senior Budget Analyst	210	210	\$77,490	\$95,860	\$114,230		EX
903		Senior Management Analyst	210	210	\$77,490	\$95,860	\$114,230		EX
904	*	Management Analyst	207	207	\$66,939	\$82,808	\$98,676		EX
Administrative Support									
202	*	RIM Program Manager	211	211	\$81,365	\$100,653	\$119,942		EX
906	*	Office Manager	203	203	\$55,070	\$68,125	\$81,180		EX
227		Senior RIM Specialist	120	121	\$46,411	\$57,414	\$68,416	1	NE
229	*	RIM Specialist	117	118	\$40,092	\$49,596	\$59,100	1	NE
907	*	Senior Office Specialist	120	120	\$44,201	\$54,680	\$65,158		NE
908		Office Specialist	117	117	\$38,183	\$47,234	\$56,286		NE
404		Senior Records Specialist	117	117	\$38,183	\$47,234	\$56,286		NE
405	*	Records Specialist	115	115	\$34,633	\$42,843	\$51,053		NE
905		Executive Assistant	124	124	\$53,727	\$66,463	\$79,200		NE
909		Payroll & Administrative Specialist		121	\$48,732	\$60,284	\$71,837		NE

MUNIS Job Code				Approved					Change In Grade	Exempt/ Non-Exempt
Occupational Job Families and Job Classes				Current Grade	New Grade	Minimum	Midpoint	Maximum		
asterix=benchmarked job, red=new change										
Information Technology										
200	*	Chief Information Officer	303	303	\$109,037	\$134,885	\$160,734			EX
201	*	IT Program Manager	214	214	\$94,190	\$116,519	\$138,848			EX
204		IT Project Manager	213	213	\$89,705	\$110,971	\$132,236			EX
219	*	Database Administrator	212	212	\$85,433	\$105,686	\$125,939			EX
211		Senior Systems Administrator	211	211	\$81,365	\$100,653	\$119,942			EX
215		Senior Application Analyst/Developer	210	210	\$77,490	\$95,860	\$114,230			EX
212	*	Systems Administrator	209	209	\$73,800	\$91,295	\$108,790			EX
235		Technical Services Manager	209	209	\$73,800	\$91,295	\$108,790			EX
230		Security Analyst		209	\$73,800	\$91,295	\$108,790			EX
216		Application Analyst/Developer	207	207	\$66,939	\$82,808	\$98,676			EX
224		Senior IT Infrastructure Coordinator		125	\$56,413	\$69,787	\$83,160			NE
236		Senior Technical Support Specialist	125	126	\$59,234	\$73,276	\$87,318	1		NE
237	*	Technical Support Specialist	122	123	\$51,168	\$63,298	\$75,429	1		NE
238		Technical Support Specialist Trainee		121	\$46,411	\$57,414	\$68,416			NE
225		IT Infrastructure Coordinator	120	120	\$44,201	\$54,680	\$65,158			NE
239		IT Intern	115	115	\$34,633	\$42,843	\$51,053			NE
Financial & Supply Management										
240		Chief Financial Officer	303	303	\$109,037	\$134,885	\$160,734			EX
241	*	Deputy Chief Financial Officer	214	214	\$94,190	\$116,519	\$138,848			EX
242	*	Accounting Operations Manager	212	212	\$85,433	\$105,686	\$125,939			EX
258		Payroll Manager		209	\$73,800	\$91,295	\$108,790			EX
255		Payroll Coordinator	207	206	\$63,751	\$78,864	\$93,977	-1		EX
256		Payroll Specialist	124	124	\$53,727	\$66,463	\$79,200			NE
245		Senior Accountant	206	206	\$63,751	\$78,864	\$93,977			EX
246	*	Accountant	204	203	\$55,070	\$68,125	\$81,180	-1		EX
251		Accounts Payable & PCard Administrator	124	124	\$53,727	\$66,463	\$79,200			NE
252		Accounts Payable Coordinator	121	121	\$46,411	\$57,414	\$68,416			NE
275		Senior Supply Specialist	118	118	\$40,092	\$49,596	\$59,100			NE
276	*	Supply Specialist	116	116	\$36,364	\$44,985	\$53,606			NE
270	*	Chief Purchasing Officer	211	212	\$85,433	\$105,686	\$125,939	1		EX
272		Senior Buyer	204	204	\$57,824	\$71,532	\$85,240			EX
271		Deputy Chief Purchasing Officer	210	210	\$77,490	\$95,860	\$114,230			EX
273		Buyer	123	123	\$51,168	\$63,298	\$75,429			NE
278		Procurement Contract Manager		208	\$70,286	\$86,948	\$103,610			EX
Human Resources										
130	*	Human Resources Manager	303	303	\$109,037	\$134,885	\$160,734			EX
131		Assistant Human Resources Manager	211	212	\$85,433	\$105,686	\$125,939	1		EX
132		Compensation & Recruitment Manager	210	210	\$77,490	\$95,860	\$114,230			EX
133	*	Benefits & Pension Manager	210	210	\$77,490	\$95,860	\$114,230			EX
135		Risk Manager	210	210	\$77,490	\$95,860	\$114,230			EX
134		Training Manager	208	208	\$70,286	\$86,948	\$103,610			EX
141	*	Safety Coordinator	207	207	\$66,939	\$82,808	\$98,676			EX
144		Senior Human Resources Technician	124	124	\$53,727	\$66,463	\$79,200			NE
145	*	Human Resources Technician	121	121	\$46,411	\$57,414	\$68,416			NE
137		Risk Management Specialist		121	\$46,411	\$57,414	\$68,416			NE

Los Alamos County Council
Regular Session
June 28, 2022
Item 8.I.

Los Alamos County
FY23 Salary Plan Job Class Order
Rates effective July 10, 2022

ATTACHMENT A

MUNIS Job Code		Occupational Job Families and Job Classes		Approved				Change In Grade	Exempt/ Non- Exempt
			Current Grade	New Grade	Minimum	Midpoint	Maximum		
asterix=benchmarked job, red=new change									
Community & Economic Development Series									
Economic Development									
121	*	Economic Development Administrator	214	214	\$94,190	\$116,519	\$138,848		EX
122		Economic Development Program Manager		208	\$70,286	\$86,948	\$103,610		EX
124		Marketing Specialist	205	205	\$60,715	\$75,108	\$89,501		EX
Community Development									
181		Housing Program Manager	211	209	\$73,800	\$91,295	\$108,790	-2	EX
182		Chief Building Official		212	\$85,433	\$105,686	\$125,939		EX
185	*	Building Safety Manager	209	208	\$70,286	\$86,948	\$103,610	-1	EX
172		Planning Manager	209	210	\$77,490	\$95,860	\$114,230	1	EX
173		Principal Planner	209	209	\$73,800	\$91,295	\$108,790		EX
174		Senior Planner	207	207	\$66,939	\$82,808	\$98,676		EX
175	*	Associate Planner	204	203	\$55,070	\$68,125	\$81,180	-1	EX
183		Senior Building Inspector	124	125	\$56,413	\$69,787	\$83,160	1	NE
189		Senior Plans Examiner		125	\$56,413	\$69,787	\$83,160		NE
177		Senior Permit Technician	123	122	\$48,732	\$60,284	\$71,837	-1	NE
188		Plans Examiner		122	\$48,732	\$60,284	\$71,837		NE
184	*	Building Inspector	122	122	\$48,732	\$60,284	\$71,837		NE
187		Code Compliance Officer	122	122	\$48,732	\$60,284	\$71,837		NE
176		Assistant Planner	121	120	\$44,201	\$54,680	\$65,158	-1	NE
179	*	Permit Technician	121	120	\$44,201	\$54,680	\$65,158	-1	NE
Community Services Series									
Library									
311		Library Manager	212	212	\$85,433	\$105,686	\$125,939		EX
312		Assistant Library Manager	208	208	\$70,286	\$86,948	\$103,610		EX
315		Senior Librarian	206	206	\$63,751	\$78,864	\$93,977		EX
316	*	Librarian	204	204	\$57,824	\$71,532	\$85,240		EX
325		Program Specialist	122	122	\$48,732	\$60,284	\$71,837		NE
317		Senior Library Specialist	119	119	\$42,096	\$52,076	\$62,055		NE
319	*	Library Specialist	117	117	\$38,183	\$47,234	\$56,286		NE
321		Library Associate	114	115	\$34,633	\$42,843	\$51,053	1	NE
327		Community Services Monitor	114	115	\$34,633	\$42,843	\$51,053	1	NE
Parks & Recreation Program									
331	*	Parks, Recreation & Open Space Manager	301	214	\$94,190	\$116,519	\$138,848		EX
332	*	Recreation Program Manager	208	208	\$70,286	\$86,948	\$103,610		EX
362	*	Head Golf Professional	203	203	\$55,070	\$68,125	\$81,180		EX
352		Aquatics Coordinator	122	122	\$48,732	\$60,284	\$71,837		NE
363		Asst Golf/Ice Rink Professional	121	121	\$46,411	\$57,414	\$68,416		NE
341		Recreational CS Supervisor	120	120	\$44,201	\$54,680	\$65,158		NE
354		Lifeguard Supervisor	120	120	\$44,201	\$54,680	\$65,158		NE
334	*	Recreation Specialist	120	120	\$44,201	\$54,680	\$65,158		NE
337		Senior Recreation Leader	118	118	\$40,092	\$49,596	\$59,100		NE
338		Recreation Leader	117	117	\$38,183	\$47,234	\$56,286		NE
355		Senior Lifeguard	117	117	\$38,183	\$47,234	\$56,286		NE
342		Senior Recreation CS Associate	115	116	\$36,364	\$44,985	\$53,606	1	NE
356	*	Lifeguard	115	115	\$34,633	\$42,843	\$51,053		NE
343	*	Recreational CS Associate	113	114	\$32,984	\$40,803	\$48,622	1	NE
358		Lifeguard Trainee		114	\$32,984	\$40,803	\$48,622		NE
Parks & Recreation Maintenance									
371	*	Parks Superintendent	208	208	\$70,286	\$86,948	\$103,610		EX
379		Open Space Specialist	206	206	\$63,751	\$78,864	\$93,977		EX
383		Trail Builder - Sr. Machine Operator	119	119	\$42,096	\$52,076	\$62,055		NE
381		Trail Builder - Machine Operator	117	117	\$38,183	\$47,234	\$56,286		NE
365	*	GC/Ice Maintenance Superintendent	204	204	\$57,824	\$71,532	\$85,240		EX
372		Assistant Parks Superintendent	124	124	\$53,727	\$66,463	\$79,200		NE
366		GC/Ice Maintenance Asst Superintendent	120	120	\$44,201	\$54,680	\$65,158		NE
367		GC Maintenance Mechanic	118	118	\$40,092	\$49,596	\$59,100		NE
357		Aquatics Maintenance Specialist	118	118	\$40,092	\$49,596	\$59,100		NE
375		Parks Maintenance Construction Spec 3	119	119	\$42,096	\$52,076	\$62,055		NE
376	*	Parks Maintenance Construction Spec 2	116	116	\$36,364	\$44,985	\$53,606		NE
377		Parks Maintenance Construction Spec 1	114	114	\$32,984	\$40,803	\$48,622		NE

MUNIS Job Code		Occupational Job Families and Job Classes		Approved				Change In Grade	Exempt/ Non- Exempt
			Current Grade	New Grade	Minimum	Midpoint	Maximum		
asterix=benchmarked job, red=new change									
Community Services Series Continued									
Social Services									
391		Social Services Manager	210	209	\$73,800	\$91,295	\$108,790	-1	EX
393	*	Case Coordination Specialist	203	202	\$52,448	\$64,881	\$77,315	-1	EX
396		Health Care Specialist	120	119	\$42,096	\$52,076	\$62,055	-1	NE
Public Safety Series									
Police Administration									
409		Victim Assistant	118	118	\$40,092	\$49,596	\$59,100		NE
442	*	Emergency Management Specialist	121	203	\$55,070	\$68,125	\$81,180		EX
Police Command									
401		Deputy Police Chief	302	302	\$103,845	\$128,463	\$153,080		EX
402	*	Police Commander	213	214	\$94,190	\$116,519	\$138,848	1	EX
441	Grade Change	Emergency Services Commander	213	214	\$94,190	\$116,519	\$138,848	1	EX
Police Dispatch									
421	*	CDC Manager	207	208	\$70,286	\$86,948	\$103,610	1	EX
423		Dispatch Shift Supervisor	123	124	\$53,727	\$66,463	\$79,200	1	NE
424	*	Dispatcher 2	120	120	\$44,201	\$54,680	\$65,158		NE
425		Dispatcher 1	118	118	\$40,092	\$49,596	\$59,100		NE
Police Detention									
431	*	Detention Administrator	211	212	\$85,433	\$105,686	\$125,939	1	EX
433		Detention Sergeant	127	128	\$65,305	\$80,787	\$96,268	1	EX
434	*	Detention Corporal	124	124	\$53,727	\$66,463	\$79,200		EX
435		Detention Officer	118	119	\$42,096	\$52,076	\$62,055	1	NE
Animal Control									
445	*	Animal Shelter Manager	121	121	\$46,411	\$57,414	\$68,416		NE
448		Senior Public Service Aide	117	117	\$38,183	\$47,234	\$56,286		NE
449	*	Public Service Aide	115	115	\$34,633	\$42,843	\$51,053		NE
Fire Command									
461		Deputy Fire Chief	302	302	\$103,845	\$128,463	\$153,080		EX
462	*	Fire Battalion Chief	212	214	\$94,190	\$116,519	\$138,848	2	EX
Fire Administration									
485		Security/Administrative Services Manager	212	212	\$85,433	\$105,686	\$125,939		EX
480		Fire Technology Manager		211	\$81,365	\$100,653	\$119,942		EX
484	*	F&LS Technology Specialist	121	121	\$46,411	\$57,414	\$68,416		NE

MUNIS Job Code		Occupational Job Families and Job Classes		Approved				Change In Grade	Exempt/ Non- Exempt
			Current Grade	New Grade	Minimum	Midpoint	Maximum		
asterix=benchmarked job, red=new change									
Public Works Series									
Airport									
509		Airport Manager	209	209	\$73,800	\$91,295	\$108,790		EX
Public Works Engineering									
501		Deputy Public Works Director	302	303	\$109,037	\$134,885	\$160,734	1	EX
505	*	County Engineer	214	215	\$98,900	\$122,345	\$145,791	1	EX
506		County Surveyor	210	210	\$77,490	\$95,860	\$114,230		EX
Capital Projects									
503		Capital Projects & Facilities Manager		213	\$89,705	\$110,971	\$132,236		EX
511	*	Facilities Manager	209	209	\$73,800	\$91,295	\$108,790		EX
512		Facilities Maintenance Superintendent		204	\$57,824	\$71,532	\$85,240		EX
514	*	Construction Specialist 3	123	122	\$48,732	\$60,284	\$71,837	-1	NE
515		Construction Specialist 2	120	119	\$42,096	\$52,076	\$62,055	-1	NE
516		Construction Specialist 1	117	116	\$36,364	\$44,985	\$53,606	-1	NE
Facilities									
521	*	Facilities Services Manager	206	206	\$63,751	\$78,864	\$93,977		EX
523		Lead Custodian	113	117	\$38,183	\$47,234	\$56,286	4	NE
526	*	Custodian	111	114	\$32,984	\$40,803	\$48,622	3	NE
527		Custodian Trainee	113	113	\$31,413	\$38,860	\$46,307		NE
Environmental Services									
531	*	Environmental Services Manager	209	209	\$73,800	\$91,295	\$108,790		EX
532		Environmental Services Superintendent	206	206	\$63,751	\$78,864	\$93,977		EX
537		Environmental Services Specialist	202	202	\$52,448	\$64,881	\$77,315		EX
535	*	Administrative Scale Operator	119	118	\$40,092	\$49,596	\$59,100	-1	NE
539	*	Household Hazardous Waste Handler	112	114	\$32,984	\$40,803	\$48,622	2	NE
Fleet									
541	*	Fleet Manager	210	210	\$77,490	\$95,860	\$114,230		EX
542		Fleet Supervisor	205	205	\$60,715	\$75,108	\$89,501		EX
544		Fleet Shop Foreman	122	124	\$53,727	\$66,463	\$79,200	2	NE
547		Fleet Mechanic 2	120	120	\$44,201	\$54,680	\$65,158		NE
548	*	Fleet Mechanic 1	114	116	\$36,364	\$44,985	\$53,606	2	NE
Traffic & Street Operations									
571	*	Traffic & Streets Mgr/Traffic Engineer	213	213	\$89,705	\$110,971	\$132,236		EX
572		Traffic Manager	208	208	\$70,286	\$86,948	\$103,610		EX
574	*	Street Maintenance Superintendent	206	207	\$66,939	\$82,808	\$98,676	1	EX
575		Asst Street Maintenance Superintendent	125	126	\$59,234	\$73,276	\$87,318	1	NE
577		Transportation Safety Specialist	122	123	\$51,168	\$63,298	\$75,429	1	NE
581		Traffic Electrician 3	124	125	\$56,413	\$69,787	\$83,160	1	NE
582	*	Traffic Electrician 2	122	123	\$51,168	\$63,298	\$75,429	1	NE
583		Traffic Electrician 1	120	121	\$46,411	\$57,414	\$68,416	1	NE
586		Sign/Marking Tech 3	118	118	\$40,092	\$49,596	\$59,100		NE
587		Sign/Marking Tech 2	116	116	\$36,364	\$44,985	\$53,606		NE
588	*	Sign/Marking Tech 1	114	114	\$32,984	\$40,803	\$48,622		NE
Transit Operations									
551	*	Transit Manager	209	210	\$77,490	\$95,860	\$114,230	1	EX
552		Transit Supervisor	204	205	\$60,715	\$75,108	\$89,501	1	EX
561		Senior Transit CS Rep/Dispatcher	119	119	\$42,096	\$52,076	\$62,055		NE
562		Transit CS Rep/Dispatcher	117	117	\$38,183	\$47,234	\$56,286		NE
555		Transit Operator Lead	118	119	\$42,096	\$52,076	\$62,055	1	NE
556		Transit Operator 2	116	117	\$38,183	\$47,234	\$56,286	1	NE
557	*	Transit Operator 1	114	115	\$34,633	\$42,843	\$51,053	1	NE
558		Transit Operator Trainee	112	113	\$31,413	\$38,860	\$46,307	1	NE

				Approved				Change In Grade	Exempt/ Non- Exempt
MUNIS Job Code		Occupational Job Families and Job Classes	Current Grade	New Grade	Minimum	Midpoint	Maximum		
asterix=benchmarked job, red=new change									
Public Works & Utilities Series									
Operations									
922		Lead Equipment Operator	123	123	\$51,168	\$63,298	\$75,429		NE
923		Senior Equipment Operator	121	121	\$46,411	\$57,414	\$68,416		NE
924	*	Equipment Operator	118	118	\$40,092	\$49,596	\$59,100		NE
927	*	Laborer	111	114	\$32,984	\$40,803	\$48,622	3	NE
Engineering & Projects									
931		Senior Engineer	213	214	\$94,190	\$116,519	\$138,848	1	EX
932	*	Engineering Project Manager	211	212	\$85,433	\$105,686	\$125,939	1	EX
507		Project Manager	211	210	\$77,490	\$95,860	\$114,230	-1	EX
933	*	Engineering Associate	208	208	\$70,286	\$86,948	\$103,610		EX
934		Engineering Assistant	204	204	\$57,824	\$71,532	\$85,240		EX
937		Senior Engineering Aide	122	122	\$48,732	\$60,284	\$71,837		NE
938	*	Engineering Aide	120	120	\$44,201	\$54,680	\$65,158		NE
939		Engineering Intern	115	115	\$34,633	\$42,843	\$51,053		NE
Utilities Series									
Utility Management									
641		Deputy Utility Mgr - GWS	303	303	\$109,037	\$134,885	\$160,734		EX
621		Deputy Utility Mgr - Power Supply	303	303	\$109,037	\$134,885	\$160,734		EX
601		Deputy Utility Mgr - Finance and Admn	303	303	\$109,037	\$134,885	\$160,734		EX
611		Deputy Utility Mgr - Engineering	302	303	\$109,037	\$134,885	\$160,734	1	EX
631	*	Deputy Utility Mgr - Electrical	302	303	\$109,037	\$134,885	\$160,734	1	EX
Operations Support									
603		Business Operations Manager	212	212	\$85,433	\$105,686	\$125,939		EX
605		Water & Energy Conservation Coordinator	206	206	\$63,751	\$78,864	\$93,977		EX
609		Data Analyst	124	124	\$53,727	\$66,463	\$79,200		NE
608		Senior Data Analyst	127	127	\$62,196	\$76,940	\$91,684		NE
613	*	SCADA System Specialist	131	131	\$75,599	\$93,521	\$111,442		NE
614		SCADA System Technician	130	130	\$71,999	\$89,067	\$106,136		NE
615		GIS System Specialist	207	207	\$66,939	\$82,808	\$98,676		EX
657		Meter Reader Supervisor	121	122	\$48,732	\$60,284	\$71,837	1	NE
606		Senior Billing & Service Specialist	119	119	\$42,096	\$52,076	\$62,055		NE
607	*	Billing & Service Specialist	117	117	\$38,183	\$47,234	\$56,286		NE
Electric Production									
622		Power System Supervisor	214	214	\$94,190	\$116,519	\$138,848		EX
626		H-E Plant Supervisor	214	214	\$94,190	\$116,519	\$138,848		EX
623		Senior Power System Operator	132	132	\$79,379	\$98,197	\$117,014		NE
624	*	Power System Operator	130	130	\$71,999	\$89,067	\$106,136		NE
627		Senior H-E Maintenance Technician	129	129	\$68,571	\$84,826	\$101,081		NE
628		H-E Maintenance Technician	126	126	\$59,234	\$73,276	\$87,318		NE
625		Power System Operator Apprentice	122	122	\$48,732	\$60,284	\$71,837		NE
629		H-E Maintenance Tech Apprentice	119	119	\$42,096	\$52,076	\$62,055		NE
Electric Distribution									
632		Electrical Engineering Manager	213	214	\$94,190	\$116,519	\$138,848	1	EX
633	*	Lineman Supervisor	131	131	\$75,599	\$93,521	\$111,442		NE
Gas, Water & Sewer Services									
642		GWS Superintendent	210	210	\$77,490	\$95,860	\$114,230		EX
643	*	GWS Field Supervisor	204	205	\$60,715	\$75,108	\$89,501	1	EX
644	*	GWS Shop Supervisor	204	205	\$60,715	\$75,108	\$89,501	1	EX
Wastewater Services									
681	*	WWTP Superintendent	210	210	\$77,490	\$95,860	\$114,230		EX
682		WWTP Supervisor	124	126	\$59,234	\$73,276	\$87,318	2	NE
Water Services									
661		Water Systems Superintendent	210	210	\$77,490	\$95,860	\$114,230		EX
675		Water Systems Supervisor	124	126	\$59,234	\$73,276	\$87,318	2	NE



County of Los Alamos

Staff Report

July 12, 2022

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: A.

Index (Council Goals): * 2022 Council Goal - Investing in Infrastructure; DPU FY2022 - 1.0 Provide Safe and Reliable Utility Services; DPU FY2022 - 2.0 Achieve and Maintain Excellence in Financial Performance

Presenters: Heather Garcia, Deputy Utilities Manager - Finance and James Alarid, Deputy Utilities Manager - Engineering

Legislative File: OR0948-22

Title

Introduction of Ordinance No. 720 authorizing the Incorporated County of Los Alamos ("borrower") to enter into a loan agreement with the New Mexico Environment Department ("NMED") for the purpose of obtaining project loan funds in the principal amount of up to \$25,000,000 plus accrued interest; designating the use of the funds for the purpose defined in the most current project description form as approved by NMED; declaring the necessity for the loan; providing that the loan will be payable and collectible solely from the borrower's pledged revenues defined below; prescribing other details concerning the loan and the security for that purpose.

Recommended Action

I introduce, without prejudice, Ordinance No. 720, and ask that it is published as provided in the County Charter.

.Utilities Manager Recommendation

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

...Board, Committee or Commission Recommendation

The Board of Public Utilities discussed this item at their July 6, 2022 work session and unanimously recommends that Council approve the motion as presented.

Body

The Clean Water State Revolving Loan CWSRF #110 will be replacing Loan CWSRF #083. NMED has agreed to reduce the original 2.38% interest rate down to 0.01%, resulting in significant savings. The Clean Water State Revolving Loan CWSRF #083 was executed on April 12, 2019, through Ordinance No. 687, approved on October 30, 2018, amended by Ordinance No. 689, approved on February 19, 2019, and amended by Ordinance No. 712, approved on November 9, 2021. Loan CWSRF #083 funds the design and construction of a replacement wastewater treatment plant in White Rock, New Mexico and the loan amount is a maximum of \$30 million, plus accrued interest. The existing plant is an antiquated trickling filter plant that was constructed in 1966 and is at the end of its useful life.

Loan CWSRF #083 will be closed out with a projected balance of \$6.5 million. Approval of Ordinance No. 720 is the first step to finance the balance of project expenses at a lower interest rate of 0.01%. Loan CWSRF #110 will be entered into with a maximum of \$25 million, plus

accrued interest, to complete the project. The annual interest rate on that principal amount shall not exceed 0.01% percent per annum. Joint Utility System Revenues will be pledged, and the term of CWSRF #110 will remain at 20 years.

Loan CWSRF #110 includes the addition of \$1.5 million to fund the Bayo Lift Station Elimination Pipeline Project. The Bayo Lift Station pumps sewage from all of Barranca Mesa to the Los Alamos Wastewater Treatment Plant. This represents approximately 20% of the sewage treated at the Los Alamos Wastewater Treatment Plant. The lift station is due for some major upgrades and rather than reinvest in the lift station, funds will be used to build a gravity sewer line to replace the lift station and eliminate the cost and risk associated with pumping the sewage. This project was approved in the FY2023 CIP budget, and staff proposed financing through the CWSRF program at that time.

Issuance of the loan agreement and promissory notes for CWSRF Loan #110 are needed to enter into the agreement for funding. Resolution 22-13 for signatory authorization on loan documents will also be presented to Council.

Alternatives

If debt is not incurred as outlined in CWSRF Loan #110, the Bayo Lift Station Elimination project will be delayed. The existing project funding through CWSRF Loan #083 for the Wastewater Treatment Facility will remain with the 2.38% interest rate.

Fiscal and Staff Impact

The reduced annual interest rate of 0.01% will result in significant savings to the Wastewater fund. A \$6.2 million savings is expected over the life of the loans if the refinance of CWSRF Loan #083 is not available for the lower interest rate. Savings with both loans with the 0.01% interest rate is projected to be \$8 million over the 20 years if the refinance of CWSRF Loan #083 is available. The debt service coverage of 1.2 or greater required by CWSRF is sufficiently covered by the utility as shown in Attachment D.

Attachments

- A - CWSRF Loan 110 Interim Loan Agreement
- B - CWSRF Loan 110 Interim Promissory Note
- C - Incorporated County of Los Alamos Ordinance No. 720
- D - Credit and Debt Analysis

**INTERIM LOAN AGREEMENT
NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
CLEAN WATER STATE REVOLVING LOAN FUND (CWSRF)
–also known as–
WASTEWATER FACILITY CONSTRUCTION LOAN PROGRAM**

Loan Number: CWSRF 110

Name of Borrower: Incorporated County of Los Alamos

Funding Packet: Loan: \$25,000,000; Interest Rate: 0.01%

- I. This Interim Loan Agreement (Agreement) is made and entered into this ____ day of _____, 2022 by and between the New Mexico Environment Department (NMED) of the State of New Mexico and the Los Alamos County hereinafter referred to as (Borrower). Borrower has enacted Ordinance No. 720 approved on _____, 2022 hereinafter referred to as (Ordinance) which authorizes execution of this Agreement, authorizes the Borrower to accept loan funds from NMED, and irrevocably pledges the Joint Utility System Revenues (Pledged Funds) for the repayment of the loan.

Listed below are agency contacts.

Borrower's Name and Address: Incorporated County of Los Alamos 1000 Central Ave., Suite 130 Los Alamos, NM 87544	NMED: New Mexico Environment Department Clean Water State Revolving Fund Program P.O. Box 5469 Santa Fe, NM 87505-5469 NMENTV-cpbinfo@state.nm.us
Borrower's Contact Information: Philo S. Shelton, Utilities Manager 505-662-8148 Philo.Shelton@lacnm.us Heather Garcia, Deputy Utilities Manager 505-662-8198 Heather.garcia@lacnm.us T. Clay Moseley, Engr. Project Manager 505-662-8271 Clay.moseley@lacnm.us Richard Valerio, Business Operations Manager 505-662-8001 richard.valerio@lacnm.us	NMED Contact Information: Andrea Telmo, Project Engineer 505-469-2687 andrea.telmo@state.nm.us Maria Molina, Program Administrator 505-670-3876 Maria.Molina2@state.nm.us Tye Franz, Loan Manager 505-469-3459 Tye.Franz@state.nm.us

Incorporated as part of this Agreement as though fully set forth in this Agreement is the following:

Borrower's Loan Ordinance
Interim Promissory Note
Loan Amortization Schedule
Project Description Form

II. Project Description:

- A. Design and construction of a replacement wastewater treatment plant in White Rock, New Mexico and the Bayo Lift Station Elimination Pipeline project.
- B. The Borrower agrees that it will implement, in all respects, the project outlined in the attached Project Description, and made a part of this Agreement.
- C. The Borrower agrees to make no change in the Project Description without first submitting a written request to NMED and obtaining NMED's written approval of the required change, and if necessary, an amended loan agreement.

III. Loan Amount:

NMED agrees to loan funds to the Borrower to pay for approved costs to plan, acquire and construct the Project, in an amount not to exceed: **Twenty Five Million Dollars (\$25,000,000)** (Loan Amount) at the interest rate of **0.01%** annually upon the terms and conditions set forth in this Agreement and the Interim Promissory Note.

Provided the Borrower complies with the Construction Conditions and the CWSRF Requirements below, the loan amount will be available for a period of **two (2) years** from the date of this Agreement.

IV. Project Conditions:

The Borrower agrees to the following Construction Conditions:

PROJECT COMPLETION means the date the operations of the completed works are initiated or capable of being initiated, whichever is earlier. This also applies to individual phases or segments.

- A. The Borrower shall achieve Project Completion by the end of the loan agreement term.

If the Borrower is unable to complete the project by the loan termination date, the Borrower must notify NMED at least 30 days prior to the loan termination date, otherwise, NMED may terminate this Agreement or may withhold Funds. If NMED terminates this Agreement, the Borrower shall refund any Funds disbursed to the Borrower by NMED within ninety (90) days of termination.

- B. The Borrower shall require the Contractor of the Project to post a performance and payment bond approved by NMED in the amount of the bid.
- C. Bid tabulation and supporting documents (Contract Documents) shall be prepared and furnished to NMED within fifteen (15) days of bid opening. The Borrower shall not proceed with construction of the Project until NMED has approved the Contract Documents.
- D. Any change order to the Project construction contract which results in a change to the Project's contract amount, scope of work, or schedule must be approved by NMED.
- E. The Project shall have a full-time on-site inspector approved by NMED.
- F. Subsequent to the date of this Agreement, but prior to NMED's approval of the Contract Documents, for any phase, the Borrower's attorney shall provide an opinion satisfactory to NMED that the Borrower is an incorporated entity.
- G. Borrower agrees to implement environmental recommendations that will be supplied by NMED prior to final Plan approval.
- H. The Borrower must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to NMED for review prior to advertising for construction. The Borrower must certify in writing that this has been done prior to award of the construction contract. A site certificate addressing the property upon or through which the facility is being constructed and prepared by the Borrower's attorney is required.
- I. The Borrower agrees to obtain a single audit annually from an Independent Professional Auditor.
- J. Upon execution of this Agreement, the Borrower shall follow the procedures listed below unless waived in writing by NMED. Disbursement by NMED may be withheld if any of these procedures are not followed by the Borrower.
 - 1. If these Funds are to be used for engineering and/or other professional services, the Borrower shall submit documentation regarding the hiring process to be used and the (RFP), to NMED for review and approval prior to selecting engineering and/or other professional services. An RFP for engineering services and/or other professional services must comply with the New Mexico Procurement Code. NMSA 1978, Sections 13-1-21 et seq and chapter 11 of title 40, United States Code. Engineering Services must be chosen based on a qualification-based request for proposal process regardless of the anticipated cost. A minimum of three proposers must be interviewed as part of the selection process. The Borrower is also required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB: phone (505) 881-1257, fax (505) 830-1670, and e-mail ptab@acecnm.org.)
 - 2. If these Funds are to be used for engineering and/or other professional services, the Borrower shall submit a draft form of any engineering agreement and/or other professional services contract, or a letter certifying that the Borrower's staff

will perform the engineering and/or other professional services, to NMED for review and approval prior to executing the agreement/contract or using Borrower's staff. The preferred engineering agreement format is the "Publicly Funded Project" form prepared by NMED and posted on the website at <https://www.env.nm.gov/construction-programs/cpb-forms-and-documents-2/>

3. If these Funds are to be used for engineering design or for construction, the Borrower shall submit all plans, specifications, and any addenda for this project to NMED for review and approval before the project is advertised for construction bids. Plans, specifications, and addenda shall be prepared by a registered New Mexico Professional Engineer.
4. Following NMED approval of the proposed award, the Borrower shall submit to NMED for review the notice of the award and the minutes of meeting in which award was made, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to contractor to proceed. The selected contractor will be required to post a performance and payment bond in accordance with requirements of NMSA 1978, Section 13-4-18.
5. The selected contractor will be required to submit a construction schedule to the Borrower at the pre-construction conference.
6. The Borrower will submit all modifications to plans and contract by change orders to the NMED project manager promptly for review and approval prior to implementation of such modification or change. NMED's written decision approving or disapproving the modification shall be rendered promptly to the Borrower. If immediate action is needed, a verbal notification of NMED's decision will be made, followed by written notification.
7. The Borrower shall provide a full-time construction inspector during construction of the project. The Borrower shall submit the inspector's résumé and inspection reports to NMED for review and approval.
8. NMED shall have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans.
9. NMED may require proof of deposit and/or proof of payments to contractors and consultants, including the disbursement of funds other than those provided by the Agreement.
10. The Borrower (or the system owner) shall employ properly certified utility operators and shall comply with all provisions of the New Mexico Utility Operators Certification Act, NMSA 1978, Sections 61-33-1 et seq.
11. With the exception of easements (See Section V.H), when real property is acquired by the Borrower, either through purchase or donation as a part of this project and within the project period, the Borrower will submit documentation of the acquisition to NMED, including a legal description of the property, the date

the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser who was selected through applicable procurement procedures. These documents must be reviewed and approved by NMED prior to the acquisition of any real property. After real property acquisition, the Borrower will make available to NMED all documents of title pertaining to the acquired property and all easements or rights-of-way necessary for the completion of work under this agreement.

12. If the Funds are to be used for construction of wastewater collection lines or water distribution lines, the existing population served by the project shall be connected to the collection system or distribution system within a reasonable time after project completion. This will be accomplished by adoption and annual review of an Ordinance and user charge system or other legal documents or other official act requiring such connection to the system, to the extent permitted by law.
13. Notwithstanding the other provisions of this Agreement the Borrower shall comply with the Prompt Payment Act, NMSA 1978, Sections 57-28-1 et seq. The Project will not be considered complete until the work as defined in this Agreement has been fully performed, and finally and unconditionally accepted by the Borrower and NMED.
14. If the Funds are to be used for construction, final disbursement will be made after the final inspection has been conducted by NMED and the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:
 - (a) Operation and maintenance manuals or a letter from the owner certifying receipt and acceptance of the operation and maintenance manuals;
 - (b) A final reimbursement request including the final certified construction pay request prepared by the Borrower's project engineer and approved by the Borrower;
 - (c) A certificate of substantial completion including punch list items;
 - (d) A letter certifying project acceptance by the Borrower and the Borrower's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Borrower, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Borrower and contractors will be submitted to NMED for final review and approval;
 - (e) Certification letter by the Borrower that the Labor Standards Contract Provisions have been met;
 - (f) Record drawings prepared by the Borrower's project engineer or a letter from the owner certifying receipt and acceptance of the record drawings;

- (g) Complete and legally effective releases or waivers (satisfactory to the Borrower) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished thereunder. In lieu thereof and as approved by the Borrower, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Borrower or its property might in any way be responsible, have been paid or otherwise satisfied;
 - (h) A written consent of the surety, if any, to final payment; and
 - (i) Borrower's ledger sheets including all payments made by the Borrower may be requested with the final disbursement request and before the final disbursement request can be processed by NMED.
 - (j) Verification to NMED of FSP and written certification that a FSP is in place.
15. If these Funds are to be used for purchase of equipment, final payment will be made after approval by NMED of appraisal reports and equipment title for used equipment.
16. The Borrower must ensure that each procurement contract contain the following term and condition: The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of the contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under epA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of the contract which may result in the termination of the contract or other legally available remedies.

V. Federal Requirements:

By executing this agreement, the Borrower is a sub-recipient of the federal grant award to NMED by the Environmental Protection Agency (EPA) and subject to the following EPA Sub-recipient Conditions **(Note: For non-point source projects Section B. (Davis-Bacon), Section C. (American Iron and Steel), Section F. (Fiscal Sustainability Plan) do not apply):**

A. EPA Sub-recipient Conditions

- a. DRUG-FREE WORKPLACE CERTIFICATION FOR ALL EPA SUB-RECIPIENTS: The sub-recipient organization of this EPA assistance must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536. Additionally, in accordance with these regulations, the sub-recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.
 - 1. The consequences for violating this condition are detailed under Title 2 CFR Part 1536. Sub-recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at

<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=24&SID=ffaf692d3840e0c2b316d709b71e8ad2&h=L&mc=true&n=pt2.1.1536&r=PART&ty=HTML>

- b. LOBBYING AND LITIGATION: The chief executive officer of this sub-recipient agency shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sub-recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.
- c. RESTRICTIONS ON LOBBYING: The sub-recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. In accordance with the Byrd Anti-Lobbying Amendment, any sub-recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty as required by law. For more information go to: **<https://www.ecfr.gov/current/title-40/chapter-I/subchapter-B/part-34>**
- d. MANAGEMENT FEES: Management Fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term “management fees or similar charges” refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.
- e. SINGLE AUDITS: The sub-recipient hereby agrees to obtain an annual single audit from an independent auditor with submission of the audit to the State Auditor’s office for review in accordance with State Auditor rules.
- f. SUSPENSION AND DEBARMENT: Sub-recipient shall fully comply with 2 CFR Part 180 Subpart C as implemented and supplemented by 2 CFR Part 1532. Sub-recipient is responsible for ensuring that any lower tier covered transaction as described in 2 CFR Part 180 Subpart B, includes a term or condition requiring compliance with Subpart C. Sub-recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Sub-recipient acknowledges that failing to disclose the information as required at 2 CFR Part 180.335 may result in the delay or negation of this Agreement, or pursuance of legal remedies, including suspension and debarment.
 - 1. Sub-recipient may access suspension and debarment information at <http://www.sam.gov>. This system allows recipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance. This term and condition supersedes EPA Form 5700-49.
- g. TRAFFICKING VICTIM PROTECTION ACT OF 2000: To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

- i. NMED or EPA may unilaterally terminate this award, without penalty, if a sub-recipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined (by the agency official authorized to terminate the award) to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) is imputed as per 2 CFR part 180, as implemented by EPA at 2 CFR part 1532. NMED or EPA shall be informed immediately of any information received from any source alleging a violation of a prohibition in the Prohibition Statement below.
 - ii. NMED's or EPA's right to terminate unilaterally that is described in paragraph (a) of this award term: (1) implements the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to NMED or EPA under this award.
 - iii. The requirements of the Prohibition Statement below must be included in any subaward you make to a private entity.
 - a. Prohibition Statement - You as the recipient, your employees, sub-recipients under this award, and sub-recipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.
- h. UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE):
- i. GENERAL COMPLIANCE, 40 CFR, Part 33: The sub-recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

The sub-recipient agrees to report funds used for construction, equipment, services and supplies when the cumulative total in any one fiscal year exceeds \$250,000. When reporting is required, total procurement actions are reportable, not just the portion that exceeds \$250,000.
 - ii. SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C: Pursuant to 40 CFR, Section 33.301. The sub-recipient agrees to make the six good faith efforts found at https://www.epa.gov/sites/default/files/2013-09/documents/good_faith_efforts.pdf whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, consultants, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained.
 - iii. DBE (MBE/WBE) REPORTING, 40 CFR, Part 33, Subpart E: The sub-recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" on an

annual basis. Annual reports are due by October 30th of each year beginning with the Federal fiscal year reporting period the sub-recipient receives the award, and continuing until the project is completed. Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments.

- a. EPA Form 5700-52A may be at http://www.epa.gov/sites/production/files/documents/5700-52a_updated.pdf
- iv. CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302: The sub-recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.
- v. BIDDERS LIST, 40 CFR, Section 33.501(b) and (c): The sub-recipient shall create and maintain a bidders list. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.
- i. REPORTING REQUIREMENTS: The Clean Water State Revolving Loan Fund is partially funded by capitalization grants under Federal Assistance Program CFDA No. 66.458. The Borrower must maintain a current registration in the System for Award Management (SAM) (<http://www.sam.gov>) at all times during which the Borrower has an award funded with federal grant funds. . A unique entity identifier ("UEI") Number (<https://sam.gov/content/entity-registration>) is one of the requirements for registration in the SAM.
- j. INSPECTOR GENERAL REVIEWS: In addition to the access to records provisions of 2 CFR 215.53 or 40 CFR 31.42, sub-recipient agrees to allow any appropriate representative of the Office of Inspector General to (1) examine any records of the sub-recipient, any of its procurement contractors and subcontractors, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the procurement contract, subcontract, grant or subgrant; and (2) interview any officer or employee of the sub-recipient, subcontractor, or agency regarding such transactions.
 1. The sub-recipient is advised that providing false, fictitious or misleading information with respect to the receipt and disbursement of EPA grant funds may result in criminal, civil or administrative fines and/or penalties.
 2. Sub-recipient should be aware that the findings of any review, along with any audits, conducted by an inspector general of a Federal department or executive Agency and concerning funds awarded under the federal grant award shall be posted on the inspector general's website, except that information that is protected from disclosure under Sections 552 and 552a of title 5, United States Code may be redacted from the posted version.
- k. CIVIL RIGHTS COMPLIANCE. Sub-recipients of Federal financial assistance must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, and a variety of program-specific statutes with nondiscrimination requirements.

1. Other civil rights laws may impose additional requirements on sub-recipients. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, religion, sex, sexual orientation, gender identity, or national origin discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.
2. For questions about civil rights obligations, please call the EPA's Office of Civil Rights at 202-564-7272 or contact <http://www.epa.gov/ocr/forms/contact-us-about-civil-rights>.

- I. DEMONSTRATION CITIES AND METROPOLITAN DEVELOPMENT ACT OF 1966: The Borrower agrees to comply with Public Law 89-754 (1966), as amended, 42 U.S.C. §3331 et. seq. To assist comprehensive city demonstration programs for rebuilding slum and blighted areas and for providing the public facilities and services necessary to improve the general welfare of the people who live in those areas, to assist and encourage planned metropolitan development, and for other purposes. <https://www.govinfo.gov/content/pkg/STATUTE-80/pdf/STATUTE-80-Pg1255.pdf>.
- m. UNIFORM RELOCATION AND REAL PROPERTY ACQUISITION POLICIES ACT: The Borrower agrees to comply with Public Law 91-646 (1971), as amended, 42 U.S.C §§4601-4655 to provide fair compensation and assistance for those whose property was compulsorily acquired or who had to move due to a project that received Federal financial assistance. <https://uscode.house.gov/view.xhtml?path=/prelim@title42/chapter61&edition=prelim>
- n. USE OF PROJECT LABOR AGREEMENTS FOR FEDERAL CONSTRUCTION PROJECTS: The Borrower agrees to comply with Executive Order 13502 to promote economy and efficiency in Federal Procurement. <https://www.govinfo.gov/content/pkg/CFR-2010-title3-vol1/pdf/CFR-2010-title3-vol1-eo13502.pdf>

B. Davis-Bacon Act Wage Rate Requirements

- a. Davis-Bacon prevailing wage requirements apply to any project for treatment works that are funded by a CWSRF. The Davis-Bacon Act Requirements extend not only to assistance agreements funded with capitalization grants, but to all CWSRF-funded projects involving the construction of treatment works regardless of the source of the funding (e.g., prior years' appropriations, state match, bond proceeds, interest earnings, principal repayments, etc.). Any project that is considered a "treatment work" as defined in the Federal Water Pollution Control Act (FWPCA) section 212, now incorporated in FWPCA Section 502(26), must comply with the FWPCA 513, regardless of which eligibility it is funded under. All contracts and subcontracts for the construction of treatment works carried out in whole or in part with assistance from the CWSRF shall insert in full in any contract in excess of \$2,000 the contract clauses entitled "Wage Rate Requirements." Wage rate requirements are available in the CWSRF Supplemental Contract Conditions.

C. American Iron and Steel Requirements

- a. Section 608 of the Federal Water Pollution Control Act (FWPCA) includes a provision for the use of American Iron and Steel (AIS) that requires CWSRF assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of treatment works.
 - i. The term iron and steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, construction materials.
 - ii. The term treatment works includes any devices and systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature to implement section 201 of this act, or necessary to recycle or reuse water at the most economical cost over the estimated life of the works, including intercepting sewers, outfall sewers, sewage collection systems, pumping, power, and other equipment, and their appurtenances; extensions, improvements, remodeling, additions, and alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; and acquisition of the land that will be an integral part of the treatment process (including land use for the storage of treated wastewater in land treatment systems prior to land application) or will be used for ultimate disposal of residues resulting from such treatment and acquisition of other land, and interests in land, that are necessary for construction.
- b. The Borrower shall comply with all applicable provisions of Section 608 of the FWPCA and related SRF Policy Guidelines found at http://water.epa.gov/grants_funding/aisrequirement.cfm, unless:
 - i. the Borrower has requested and obtained a waiver from EPA pertaining to the Project; or
 - ii. NMED has otherwise advised the Borrower in writing that the AIS Requirement is not applicable to the Project.
- c. The Borrower shall comply with all AIS record keeping and reporting requirements under the Clean Water Act, including any reports required by a Federal agency or NMED such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that:
 - i. each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities; and
 - ii. failure to comply with the Clean Water Act and this Agreement may be a default hereunder and/or result in other remedial actions.
- D. The Borrower agrees to post signage regarding the involvement of the EPA and the CWSRF as a funding source. In areas where English is not the primary language the Borrower is encouraged to produce signage in the appropriate non-English language(s), excluding the EPA and NMED logos. Signage may be in the form of traditional signage, posters or wall signs in public locations,

newspaper or periodical advertisements, online signage via the community or organization's website, or press releases. The Borrower must inform the NMED as to the type of signage and signage and provide documentation of such action.

- E. The Borrower agrees that architectural and engineering (A/E) contracts for projects comply with the elements of the procurement processes for A/E services as identified in 40 U.S.C. 1101 *et seq.* The Borrower is required to procure an engineer through a Request for Proposal (RFP) process that includes interviewing the top three firms.
- F. Financial Sustainability Plan (Asset Management Plan): The State of New Mexico requires borrowers to certify a Fiscal Sustainability Plan (FSP) is in place for the elements constructed with CWSRF funding prior to the final loan disbursement for the project. All FSP's must encompass:
- a. an inventory of critical assets that are constructed as part of the project;
 - b. an evaluation of the condition and performance of inventoried assets or asset groupings;
 - c. a certification that the recipient has evaluated and has or will be implementing water and energy conservation efforts as part of the plan;
 - d. and a plan for maintaining, repairing, and as necessary, replacing the treatment works and a plan for funding such activities. More information can be found at: <https://www.env.nm.gov/construction-programs/cpb-forms-and-documents-2/>.
- G. Under the Federal Water Pollution Control Act (FWPCA) section 602(b)(13), the CWSRF program requires that all assistance recipients certify that they have conducted the studies and evaluations described in 602(b)(13 (A) and (B) herein referred to collectively as a cost and effectiveness analysis. The statute requires that a cost and effectiveness analysis involve, at a minimum:
- the study and evaluation of the cost and effectiveness of the processes, materials, techniques, and technologies for carrying out the proposed project or activity for which assistance is sought under this title; and
 - the selection, to the maximum extent practicable, of a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation, and energy conservation, taking into account—
 - the cost of constructing the project or activity;
 - the cost of operating and maintaining the project or activity over the life of the project or activity; and
 - the cost of replacing the project or activity.
- H. The Borrower agrees to comply with 2 CFR 200.216 *Prohibition on certain telecommunication and video surveillance services or equipment*, implementing section 889 of Public Law 115-332. Loan or Loan Subsidy funds shall not be used to obtain or enter into a contract to obtain covered telecommunications equipment produced or provided by companies that are excluded in the System for Award Management at SAM.gov.

VI. Funding

- A. Project interest accrues during construction at **0.01%** annually from the date of each disbursement from NMED to the Borrower up to the date the final disbursement request is approved by NMED. The interest accrued during construction, if applicable, shall be payable as follows:

1. Project Interest shall be due and payable in one lump sum within two weeks of receiving notice of final loan amount from the NMED, or
2. Project Interest shall be added to the loan amount disbursed and shall become part of the principal due during the term of the Final Promissory Note.

B. FINANCE COSTS

Finance costs, if applicable, will be determined upon the issuance of the Final Loan Agreement and will be based on the final amount loaned, accrued project interest and agreed upon repayment terms.

C. REPAYMENT TERMS

Repayment terms will be determined upon issuance of the Final Loan Agreement. Any loan term must be substantiated by the Borrower. Repayment will begin not less than one year after project completion.

D. ACTUAL LOAN AMOUNT DISBURSED

If the loan amount disbursed is less than the amount in Section III. Loan Amount, then the Final Loan Agreement and the Final Promissory Note shall reflect actual loan disbursements. If the Borrower does not pay the Project Interest within two weeks of receiving notice of final loan amount from the NMED, then the accrued Project Interest shall be incorporated into the principal amount in the Final Promissory Note.

E. SECURITY – PLEDGED FUNDS

The Borrower is giving a security interest by dedicating the Pledged Funds. The Pledged Funds are defined as:

Joint Utility System Revenues

Except as stated in the Ordinance, the Pledged Funds have not been pledged to the payment of any outstanding obligations and no other obligations are payable from the Pledged Funds on the date of the Ordinance. The loan will be payable and collectible solely from the Pledged Funds.

F. DEFAULT AND LATE CHARGES

Failure by the Borrower to pay the annual payments as set forth in the Final Loan Agreement and Final Promissory Note shall constitute an event of default. Late charges may be assessed at the discretion of NMED. See VIII. COVENANTS, Sections H and I for default procedures.

G. DEMAND FEATURE

This Agreement has a demand feature in the event of default and the total principal and interest due shall be paid on demand. See VIII. COVENANTS Sections H and I for default procedures.

VII. General Conditions

- A. This Agreement is made pursuant to and in accordance with the provisions of the Wastewater Facility Construction Loan Act, NMSA 1978, § 74-6A-1 et seq., as amended, the New Mexico Water Quality Control Commission Regulations, 20.7.5 NMAC, and the New Mexico Environment Department Regulations, 20.7.6 – 20.7.7 NMAC.
- B. Pursuant to the Ordinance of the Borrower, the Borrower is authorized to enter into this Agreement and the Final Loan Agreement and to execute and deliver an Interim Promissory Note and Final Promissory Note. The terms of the Ordinance and Interim Promissory Note are incorporated as part of this Agreement as though fully set forth in this Agreement.
- C. For purposes of this Agreement, NMED's inspection, review and approval of the Project are only for the purposes of determining compliance with applicable State regulations. NMED approval shall not be interpreted as any warranty or guarantee. Approval of the plans and design of the Project means only that plans are complete. NMED will bring to the Borrower's attention any obvious defects in the Project's design, materials or workmanship, but all such defects and their correction shall be the responsibility of the Borrower and its contractors. Any questions raised by NMED shall be resolved exclusively by the Borrower and its contractors, who shall remain responsible for the completion and success of the Project.
- D. The Borrower warrants, represents and agrees that it, and its contractors, subcontractors, employees and representatives will comply with all applicable State and Federal laws and regulations, and the requirements set forth in this Agreement or any amendment to the Agreement.
- E. If the Borrower seeks additional funding from any other entity for the Project, the Borrower agrees that the Borrower is solely responsible for satisfying any requirements arising as a result of funding from that other entity.
- F. The Borrower warrants that the internal financial statements provided to NMED by the Borrower for approval of the loan do not contain false material statements, representations, certifications, or omissions of material fact.
- G. The Borrower shall submit all future audited financial reports to the State Auditor as required by the State Auditor's Rules.
- H. The proceeds of the loan as set forth in Section III. Loan Amount above shall be used for the Project and for no other purpose. Unallowable uses of the proceeds of the loan include but are not limited to: paying administrative expenses (including applications for funding), costs of Borrower employees, late fees, interest, or penalties. Those costs shall be paid by the Borrower.

- I. The parties agree that allowable costs will be limited to those costs that are necessary, reasonable, and directly related to the efficient achievement of the objectives of this Agreement. The Borrower must justify all expenditures for which it requests reimbursement, according to accepted NMED criteria and procedures. NMED may withhold reimbursement of any item or expenditure and may reclaim improperly documented reimbursement until the Borrower provides sufficient justification. NMED may not disburse any loan funds if the Borrower fails to adhere to the schedule described in Section IV. above.
- J. For any phase of the Project which requires National Environmental Policy Act (NEPA) review, NMED shall not disburse any funds for that phase until a NEPA review is completed.
- K. The Borrower agrees to abide by all required Equal Employment Opportunity laws, both State and Federal.
- L. The Borrower agrees that it will take affirmative action to ensure that the Project is constructed in compliance with Federal and State occupational health and safety laws and that inspectors authorized by NMED's Occupational Health and Safety Bureau will be given free access to the Project sites.
- M. The Borrower agrees to make all fiscal records related to the Project available to NMED, the United States Environmental Protection Agency, the United States General Accounting Office (GAO), and the State Auditor for inspection and audit.
- N. The obligations of the Borrower under the Agreement are the special limited obligations of the Borrower as set forth in the Agreement and the Note. The Agreement and the Note shall not constitute indebtedness or debt within the meaning of any constitutional, charter or statutory provision, or limitation, nor shall the Agreement and Note be considered or held to be a general obligation of the Borrower. The obligations of the Borrower under the Agreement and Note are payable and collectible solely out of the Pledged Funds as defined in the Agreement, and NMED or any other holders of the Agreement or Note may not look to any general or municipal fund for the payment due on the Agreement or Note.
- O. The Borrower agrees to operate and maintain the Project so that the Project will function properly over the structural and material design life of the Project.
- P. The loan will not be used by the Borrower on any project constructed in fulfillment, in whole or in part, of requirements made of a subdivider by the provisions of the Land Subdivision Act, NMSA 1978, § 47-5-1 to 47-5-8 NMSA 1978.
- Q. The Borrower understands and agrees that the Project is subject to Federal and State regulations and acceptance of any disbursement pursuant to the Agreement constitutes an agreement by the Borrower that the amounts have been properly accounted for and expended in accordance with applicable Federal and State regulations.
- R. The Borrower agrees to maintain separate Project accounts in accordance with Generally Accepted Accounting Principals (GAAP) as issued by the Governmental Accounting

Standards Board (GASB) including standards relating to the reporting of infrastructure assets. If requested by NMED, the Borrower shall conduct an audit of the financial records pertaining to the Project.

VIII. Covenants

- A. Disbursements (payment of loan funds) to the Borrower made pursuant to the Agreement will be available on and after the date of the execution of the Agreement and Note if the Borrower is in compliance with the Conditions and Covenants of the Agreement. Disbursements will be made only for actual costs incurred by the Borrower to plan, design, construct or acquire the Project, or any phase thereof. Borrower shall request disbursements on forms acceptable to NMED on at least a quarterly basis and such requests shall be prepared by and certified by the Borrower. All disbursements to the Borrower will be made in accordance with applicable Federal and State regulations. Eligible planning, design and associated pre-building costs that are within the scope of the project and were incurred prior to signing the Agreement are payable under the Agreement and shall be submitted for reimbursement immediately upon execution of the Agreement. Interim disbursements will be made as the work progresses. Interim disbursement requests shall be submitted by the Borrower within ninety (90) days after the liability of the Borrower was incurred as evidenced by the date of the invoice for which disbursement is being requested.
- B. The Borrower shall not sell, lease or transfer any property related to the Project except as permitted by the Ordinance, as amended and supplemented.
- C. The Borrower shall not obligate the Pledged Funds for this Agreement, as defined in Subsection E of Section VI. DISCLOSURE STATEMENT, except as set forth in the Ordinance as adopted at the time of execution of the Agreement.
- D. The Borrower hereby irrevocably agrees that the Borrower has fixed and collected, or will fix and collect, adequate rates, fees and other charges for the use of the System (as defined in the Ordinance) which will be sufficient to satisfy the Agreement and the Note.
- E. If the pledged funds as defined in Subsection E of Section VI. DISCLOSURE STATEMENT, shall prove insufficient to produce the Repayments set forth herein and in the Interim and Final Promissory Note, the Borrower agrees to adjust and increase such rates, fees, and charges in the manner authorized by law to provide funds sufficient to produce the repayment of the loan set forth herein and in the Interim and Final Promissory Note.
- F. The Borrower shall not provide any free services of the Water and Wastewater System. The Borrower shall, to the full extent permitted by law, collect payment for water and wastewater services provided. The Borrower shall notify NMED should delinquent users impact their ability to service this agreement as defined.
- G. The Borrower shall maintain property, liability and fidelity insurance coverage on the Project as required by NMED and provide written proof of such insurance coverage to NMED.
- H. The following shall constitute an event of default under the Agreement:

1. The failure by the Borrower to pay the annual payment on the repayment of the loan set forth in the Agreement and Interim and Final Promissory Notes when due and payable either at maturity or otherwise; or
 2. Default by the Borrower in any of its covenants or conditions set forth under the Agreement (other than a default set forth in the previous clause of this section) for 60 days after NMED has given written notice to the Borrower specifying such default and requiring the same to be remedied.
- I. Upon occurrence of an event of default:
1. The entire unpaid amount of the Agreement and Interim and Final Promissory Note may be declared by the NMED to be immediately due and payable and the Borrower shall pay the amounts due under the Agreement and Interim and Final Promissory Note from the Pledged Funds, either immediately or in the manner required by NMED in its declaration.
 2. If the event of default is under clause 1 of Subsection H of Section VIII. COVENANTS, NMED is authorized to set water and wastewater user rates in the area of the Borrower's jurisdiction in order to provide sufficient money for repayment, on scheduled due dates of the loan and proper operation and maintenance of the System. Funds sufficient to provide for repayment, on scheduled due dates of the loan and proper operation and maintenance of the System shall be identified through a rate-setting analysis that will ensure enough revenue to cover yearly expenses and emergencies, a reserve fund for non-major capital items and equitable pay for staff. The rate-setting analysis may be reviewed and changed on a yearly basis if necessary.
 3. If default by the Borrower is of covenants or conditions required under the Agreement, the Borrower may be required to refund the amount of the loan disbursed to the Borrower from NMED.
 4. NMED shall have no further obligation to make disbursements to the Borrower under the Agreement and may pursue any other appropriate remedies.
- J. NMED retains the right to seek enforcement of the terms of the Agreement. If the parties cannot reach agreement regarding disputes as to the terms and conditions of this Agreement, such disputes are to be resolved in the district court of Santa Fe County. The parties agree that the district court for Santa Fe County shall have exclusive jurisdiction over the parties and the subject matter of this Agreement and waive the right to challenge such jurisdiction.
- K. This Agreement, the Ordinance and the Note incorporate all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement, the Ordinance and the Note. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement, the Ordinance and the Note.

May 2022

L. This Agreement shall be binding upon and inure to the benefit of the Borrower, NMED and their respective successors. The rights and obligations under the Agreement and Interim and Final Promissory Note may not be assigned by the Borrower.

M. No change shall be made to the Agreement or the Interim and Final Promissory Note except in writing signed by NMED and the Borrower.

The parties have executed this Agreement on the dates set forth by their respective names.

By executing this Agreement, the undersigned represents authorization to act on behalf of the Borrower.

INCORPORATED COUNTY OF LOS ALAMOS, NEW
MEXICO

By _____
Randall T. Rytz, Council Chair

ATTEST:

By _____
Naomi D. Maestas, County Clerk

Date: _____

Issued and administered by:

New Mexico Environment Department
Wastewater Facility Construction Loan Program
Clean Water State Revolving Loan Fund

BY: _____
John Rhoderick, Acting Water Protection Division Director
Signed pursuant to May 24, 2021, Secretary of Environment Delegation Order

INTERIM PROMISSORY NOTE

**To the New Mexico Environment Department (NMED)
Clean Water State Revolving Loan Fund (CWSRF)
-also known as-
Wastewater Facility Construction Loan Program**

Date _____

FOR VALUE RECEIVED, the Incorporated County of Los Alamos (Borrower) promises to pay the NMED at:

New Mexico Environment Department
Construction Programs Bureau
1190 S. St. Francis Drive
P.O. Box 5469
Santa Fe, New Mexico 87505-5469

or by electronic funds transfer (EFT)

or at such other place as NMED may hereafter designate in writing, the principal amount of

<p>Twenty Five Million Dollars (\$25,000,000)</p>
--

or so much of that amount as has been paid by NMED to the Borrower pursuant to the terms of the Interim Loan Agreement (Agreement) or any amendment to the Agreement for Loan Number CWSRF 110 between NMED and the Borrower dated _____, 2022 plus **0.01%** project interest annually from the date of each respective disbursement annually until paid in full.

The principal plus interest due, if applicable, and payable on this Note shall be payable as follows: Principal loaned, and the subsequent interest shall be due and paid according to the Final Promissory Note as described.

Repayment Rate and Schedule

Annual principal and interest payments will commence not later than one year after completion of the project and shall be paid in annual installments due on the anniversary of the first annual installment. A Final Promissory Note will be processed and executed, and the Agreement will be amended and executed as a Final Loan Agreement to reflect the final amount loaned by NMED to Borrower. The principal amount of the Final Promissory Note and Agreement, as amended, will be an amount equal to that loaned and paid to Borrower under this Note.

Source of Repayment

The Borrower is giving a security interest by dedicating the Pledged Funds defined in Ordinance No.720 as :

Joint Utility System Revenues.

Except as stated in the Ordinance, the Pledged Funds have not been pledged to the payment of any outstanding obligations and no other obligations are payable from the Pledged Funds on the date of the Ordinance. The loan will be payable and collectible solely from the Pledged Funds.

Assignment

No assignment by NMED of the right to receive payments under this Note shall affect the Borrower's obligations or rights other than to make payments either by EFT or at the address designated by NMED to the Borrower in writing.

Collection and Default

At the option of NMED, any amount paid by NMED to collect amounts due under this Note or to preserve or protect NMED's rights under the Agreement shall become a part of, and bear interest at the interest rate as set forth in the previous REPAYMENT RATE AND SCHEDULE section above and shall become immediately due and payable by the Borrower to NMED upon demand by NMED. Events of default and remedies upon an event of default as described in the Agreement in COVENANTS are incorporated herein by reference.

Prepayment

The Borrower may prepay all or any part of the principal of this Note without penalty. Extra payments, shall, after payment of interest due, be applied to the reduction of principal. After any prepayment of principal, the Borrower shall continue to pay the amounts listed in the Agreement and Final Promissory Note until the entire principal and interest are paid in full.

Authority

This Note is authorized by the Wastewater Facility Construction Loan Act, NMSA 1978, § 74-6A-1 et seq., as amended, the New Mexico Water Quality Control Commission Regulations, 20.7.5 NMAC, the New Mexico Environment Department Regulations, 20.7.6 – 20.7.7 NMAC, and the Borrower's Ordinance No. 720.

This Note shall not constitute indebtedness or debt within the meaning of any constitutional, charter or statutory provision, or limitation, nor shall this Note be considered or held to be a general obligation of the Borrower. The obligations of the Borrower under the Agreement and Note are payable and collectible solely out of the Pledged Funds as defined in the Agreement, and NMED or any other holders of the Agreement or Note may not look to any general or municipal fund for the payment of the principal or interest on the Agreement or Note.

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed and effective as of the date listed below by the Borrower.

INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO

By _____
Randall T. Rytí, Council Chair

ATTEST:

By _____
Naomi D. Maestas, County Clerk

INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 720

AN ORDINANCE AUTHORIZING THE INCORPORATED COUNTY OF LOS ALAMOS ("BORROWER") TO ENTER INTO A LOAN AGREEMENT WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT ("NMED") FOR THE PURPOSE OF OBTAINING PROJECT LOAN FUNDS IN THE PRINCIPAL AMOUNT OF UP TO \$25,000,000 *PLUS ACCRUED INTEREST*; DESIGNATING THE USE OF THE FUNDS FOR THE PURPOSE DEFINED IN THE MOST CURRENT PROJECT DESCRIPTION FORM AS APPROVED BY NMED; DECLARING THE NECESSITY FOR THE LOAN; PROVIDING THAT THE LOAN WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM THE BORROWER'S PLEDGED REVENUES DEFINED BELOW; PRESCRIBING OTHER DETAILS CONCERNING THE LOAN AND THE SECURITY FOR THAT PURPOSE

WHEREAS, the Borrower is a legally and regularly created public body organized under the general laws of the State of New Mexico ("State"); and

WHEREAS, the Borrower now owns, operates, and maintains a public utility constituting a Wastewater Collection and Treatment System ("System"), which includes a system for disposing of wastes by surface and underground methods; and

WHEREAS, the present System is insufficient and inadequate to meet the needs of the Borrower; and

WHEREAS, the loan shall fund the design and construction of a replacement wastewater treatment plant in White Rock, New Mexico and the Bayo Lift Station Elimination Pipeline project; and

WHEREAS, the Borrower shall close Clean Water State Revolving Fund (CWSRF) Loan Number 083 as enacted by Ordinance No. 687, and amended by Ordinance No. 689 and No. 712, and enter into Loan CWSRF 110 as authorized by this Ordinance No. 720; and

WHEREAS, the Loan Agreement and Note will shall be payable solely from the Pledged Revenues; and

WHEREAS, the funds for this Project will include funds from a one-time federal grant to the NMED from the Environmental Protection Agency ("EPA"); and

WHEREAS, the Project is subject to specific requirements of the federal grant; and

WHEREAS, the Borrower has the following obligations outstanding to which the Pledged Revenues have already been pledged:

Funding Source (e.g., Revenue Bond, NMED, NMFA, etc.) and Series# or Loan/Project #	Principal Amount Outstanding at 06/30/2022	Is the listed funding source superior, subordinate or on parity with this funding?
ARRA CWSRF 09L	\$122,888.32	Super Subordinate Lien
CWSRF 083	Projected Balance as of August 2022 of \$6.5 Million	Super Subordinate Lien
CWSRF 1438143R	\$5,583,380.20	Super Subordinate Lien
2014 NMFA PPRF-3150	\$6,700,000	Subordinate Lien
WTB-3557	\$46,088	Super Subordinate Lien
WTB-0340	\$143,152	Super Subordinate Lien
NMFA WTB-0089	\$29,039	Super Subordinate Lien
NMFA WTB-0220	\$343,426	Super Subordinate Lien
NMFA WTB-0221	\$77,865	Super Subordinate Lien
WTB 156	\$67,288	Super Subordinate Lien
NMFA WTB-157	\$22,809	Super Subordinate Lien
WPF 0063	\$19,876	Super Subordinate Lien
WTB 4826	\$320,000	Super Subordinate Lien
WTB 5081	\$360,000	Super Subordinate Lien
NMFA 5426-WPF	\$1,300,000	Super Subordinate Lien
DWSRF 5456	\$3,709,891	Subordinate Lien
2010 NMFA PPRF-2461	\$8,250,000	Senior Lien

WHEREAS, the Governing Body of the Borrower has determined that this Ordinance is in the best interest of the Borrower to accept and enter into the Loan Agreement and to execute and to deliver the Note to the NMED.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE BORROWER:

Section 1. DEFINITIONS. As used in the Ordinance, the following terms shall have the meanings specified below, unless the context clearly requires otherwise (*such meanings to be equally applicable to both the singular and the plural forms of the terms defined unless the plural form is separately defined*):

ACT. The general laws of the State, including the Wastewater Facility Construction Loan Act at sections 74-6A-1 to 74-6A-15 NMSA 1978, as amended; enactments of the governing Body of the Borrower relating to the Note and the Loan Agreement made by resolution or ordinance, including this Ordinance; and the powers of the Borrower as a public body under authority given by the Constitution and Statutes of the State.

ANNUAL AUDIT or SINGLE AUDIT. Financial statements of the Borrower as of the end of each Fiscal Year, audited by an Auditor, consistent with the federal Single Audit Act and the State Auditor's rules.

AUTHORIZED OFFICER. The Borrower's chairperson, director, or other officer or agent of the Borrower as designated by the Borrower's Signature Resolution No. 22-13 adopted by the governing body of the Borrower, as may be amended.

BORROWER. The entity requesting funds pursuant to the Act.

FISCAL YEAR. The twelve-month period commencing on the first day of July of each year and ending on the last day of June of the succeeding year, or any other twelve (12) month period which the Borrower hereafter may establish as the fiscal year or the System.

GOVERNING BODY OF THE BORROWER The Incorporated County of Los Alamos County Council.

LOAN. A loan of funds from NMED made pursuant to the Loan Agreement.

LOAN AGREEMENT. The Loan Agreement between the Borrower and NMED, pursuant to which funds will be loaned to the Borrower to construct the Project and pay eligible costs relating thereto; and the final Loan Agreement which shall state the final amount NMED loaned to the Borrower, which shall be executed upon completion of the Project and dated on the date of execution.

NMSA. New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

NOTE. The Interim and Final Promissory Notes issued by the Borrower to NMED evidencing the obligation of the Borrower to NMED incurred pursuant to the Ordinance and Loan Agreement.

OPERATION AND MAINTENANCE. All reasonable and necessary expenses of the System, paid or accrued, relating to operating, maintaining, and repairing the System.

ORDINANCE. This Ordinance including amendments.

PARITY BONDS or PARITY OBLIGATIONS. Revenue Bonds and other bonds or other obligations payable from the Pledged Revenues issued with a lien on the Pledged Revenues on parity with the bonds or obligations as listed in this Ordinance.

PLEDGED REVENUES. Joint Utility System Revenues.

PROJECT. The most current NMED approved Project Description described on the Project Description Form on file with NMED.

PROJECT COMPLETION DATE. The date that operations of the completed works are initiated or capable of being initiated, whichever is earlier. This also applies to individual phases or segments.

REGULATIONS. Regulations promulgated by the Water Quality Control Commission at 20.7.5 NMAC and New Mexico Environment Department at 20.7.6 – 20.7.7 NMAC.

SUBORDINATE OBLIGATIONS. Other obligations payable from the Pledged Revenues issued with a lien on the Pledged Revenues subordinate to the lien of the Loan Agreement and Note as may be listed in this Ordinance.

Section 2. RATIFICATION. All action before now (consistent with the provisions of the Ordinance) by the Council, the officers, and employees of the Borrower, directed toward the Loan Agreement and the Note, is ratified, approved, and confirmed as a result of this document.

Section 3. FINDINGS. The Governing Body of the Borrower declares that it has considered all relevant information and data and makes the following findings:

(A) The execution and delivery of the Loan Agreement and the Note pursuant to the Act to provide funds to finance the Project, is necessary and in the interest of the public health, safety, and welfare of the residents of the Borrower.

(B) The money available for the Project from all sources other than the Loan Agreement is not sufficient to pay when due the cost of the Project.

(C) The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement and Note.

Section 4. SYSTEM. The System shall continue to constitute a Wastewater Collection and Treatment System and shall be operated and maintained as such.

Section 5. AUTHORIZATION OF PROJECT. The acquisition and construction of the Project and payment of eligible items as set forth in the Regulations from proceeds of the Loan Agreement and Note is hereby authorized at a cost up to the principal Loan amount of \$-25,000,000 excluding any cost of the Project to be paid from any source other than the proceeds of the Loan Agreement and Note.

Section 6. AUTHORIZATION OF LOAN AGREEMENT.

(A) For the purpose of protecting the public health, conserving the property, and protecting the general welfare of the borrowing community it is hereby declared necessary that the Borrower execute and deliver the Loan Agreement and Note to be payable and collectible

solely from the Pledged Revenues. The NMED has agreed to disburse the proceeds according to the terms of the Loan Agreement to the Borrower over the construction period of the Project. The principal Loan amount of the Note up to \$25,000,000 without the adoption of another Ordinance amending the Ordinance by the Governing Body of the Borrower, *and the annual interest rate on that principal amount shall not exceed 0.01% percent per annum. Interest shall be computed as a percentage per year on the outstanding principal amount on the Loan on the basis of a three hundred sixty-five (365) day year, actual number of days lapsed.* The final maturity date on the Note shall not extend beyond the agreed upon useful life of the project. The Loan shall be repaid in equal annual installments in the amount and on the dates provided in the Loan Agreement with the first annual installment due no later than one year after completion of the project. The Borrower must maintain a debt service coverage ratio of no less than 1.2 and must obtain the written consent of the NMED before issuing additional obligations secured by the Pledged Revenues.

(B) If the Borrower fails to satisfy any federal grant requirements or conditions, the Borrower may be required to refund any federal grant funds disbursed to the Borrower from NMED.

(C) The form of the Loan Agreement and the Note are approved. The Council is hereby authorized and directed to execute and deliver the Loan Agreement and the Note and any amendments to the Loan Agreement or Note to be executed after completion of the Project with such changes consistent with the Ordinance. The approval by an Authorized Officer of these documents in their final forms shall constitute conclusive evidence of their approval and compliance with this section.

(D) From the date of the initial execution and delivery of the Loan Agreement and the Note, Authorized Officers, agents, and employees of the Borrower are authorized, empowered, and directed to conduct such acts and to execute all such documents as may be necessary to comply with the provisions of this Ordinance, the Loan Agreement, and the Note.

Section 7. SPECIAL LIMITED OBLIGATIONS. All Funds disbursed pursuant to the Loan Agreement and the Note shall be special limited obligations of the Borrower and shall be payable and collectible solely from the Pledged Revenues which are irrevocably pledged as set forth in this Ordinance. The NMED may not look to any general or other fund for the payment on the Loan Agreement and the Note except the designated special funds pledged. The Loan Agreement and the Note shall not constitute indebtedness or debts within the meaning of any constitutional, charter or statutory provision or limitation, nor shall they be considered or be held to be general obligations of the Borrower and shall recite that they are payable and collectible solely from the Pledged Revenues.

Section 8. OPERATION OF PROJECT. The Borrower shall operate and maintain the Project so that it will function properly over its structural and material design life.

Section 9. USE OF PROCEEDS. The NMED shall disburse Funds pursuant to the Loan Agreement for NMED approved costs incurred by the Borrower for the Project or to pay contractors or suppliers of materials for work performed on the Project as set forth in the Loan Agreement.

Section 10. APPLICATION OF REVENUES.

(A) OPERATION AND MAINTENANCE. So long as the Loan Agreement and the Note are outstanding, either as to principal or interest, or both, the Borrower shall pay for the operation

and maintenance expenses of the System, approved indirect charges and any amounts for capital replacement and repair of the System as incurred.

(B) PARITY OBLIGATIONS AND OTHER APPROVED DEBT(S). The Borrower shall pay the principal, interest, and administrative fees (if applicable) of parity obligations and other approved debts which are secured from the Pledged Revenues as scheduled.

(C) EQUITABLE AND RATABLE DISTRIBUTION. Obligations of the Borrower secured by the Pledged Revenues on parity with the Loan Agreement and the Note, from time to time outstanding, shall not be entitled to any priority one over the other in the application of the Pledged Revenues, regardless of the time or times of their issuance or creation.

(D) SUBORDINATE OBLIGATIONS. The Pledged Revenues used for the payment of Subordinate Obligations shall be applied first to the payment of the amounts due the Loan Agreement and the Note, including payments to be made to other obligations payable from the Pledged Revenues which have a lien on the Pledged Revenues on parity with the Loan Agreement and the Note.

Section 11. LIEN OF LOAN AGREEMENT AND NOTE. The Loan Agreement and the Note shall constitute irrevocable liens upon the Pledged Revenues with priorities on the Pledged Revenues as set forth in this Ordinance. The Borrower hereby pledges and grants a security interest in the Pledged Revenues for the payment of the Note and any other amounts owed by the Borrower to the NMED pursuant to the Loan Agreement.

Section 12. OTHER OBLIGATIONS. Nothing in the Ordinance shall be construed to prevent the Borrower from issuing bonds or other obligations payable from the Pledged Revenues and having a lien thereon subordinate to the liens of the Loan Agreement and the Note. The Borrower must obtain the written consent of the NMED before issuing additional obligations secured by the Pledged Revenues.

Section 13. DEFAULT. The following shall constitute an event of default under the Loan Agreement:

(A) The failure by the Borrower to pay the annual payment due on the repayment of the Loan set forth in the Loan Agreement and Note when due and payable either at maturity or otherwise; or

(B) Default by the Borrower in any of its covenants or conditions set forth under the Loan Agreement (*other than a default described in the previous clause of this section*) for sixty (60) days after the NMED has given written notice to the Borrower specifying such default and requiring the same to be remedied.

UPON OCCURRENCE OF DEFAULT:

(A) The entire unpaid principal amount of the Interim and Final Promissory Note plus accrued interest and any fees thereon may be declared by the NMED to be immediately due and payable and the Borrower shall pay the amounts due under Note from the Pledged Revenues, either immediately or in the manner required by the NMED in its declaration, but only to the extent funds are available for payment of the Note. However, if insufficient funds are available for payment of the Note(s), the NMED may require the Borrower to adjust the rates charged by the System to ensure repayment of the Note.

(B) If default by the Borrower is of covenants or conditions required under the federal grant, the Borrower may be required to refund the amount of the Loan disbursed to the Borrower from NMED.

(C) The NMED shall have no further obligation to make payments to the Borrower under the Loan Agreement.

Section 14. ENFORCEMENT; VENUE. The NMED retains the right to seek enforcement of the terms of the Loan Agreement. If the NMED and the Borrower cannot reach agreement regarding disputes as to the terms and conditions of this Loan Agreement, such disputes are to be resolved promptly and expeditiously in the District Court of Santa Fe County. The Borrower agrees that the District Court for Santa Fe County shall have exclusive jurisdiction over the Borrower and the subject matter of this Loan Agreement and waives the right to challenge such jurisdiction.

Section 15. REMEDIES UPON DEFAULT. Upon the occurrence of any of the events of default as provided in the Loan Agreement or in this Ordinance, the NMED may proceed against the Borrower to protect and enforce its rights under the Ordinance by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained in the Ordinance for the enforcement of any proper legal or equitable remedy as the NMED may deem most effective to protect and enforce the rights provided above, or to enjoin any act or thing which may be unlawful or in violation of any right of the NMED, or to require the Borrower to act as if it were the trustee of an express trust, or any combination of such remedies. Each right or privilege of the NMED is in addition and cumulative to any other right or privilege under the Ordinance or the Loan Agreement and Note and the exercise of any right or privilege by the NMED shall not be deemed a waiver of any other right or privilege.

Section 16. DUTIES UPON DEFAULT. Upon the occurrence of any of the events of default as provided in this Ordinance, the Borrower, in addition, will do and perform all proper acts on behalf of and for the NMED to protect and preserve the security created for the payment of the Note to ensure the payment on the Note promptly as the same become due. All proceeds derived from the System, so long as the Note is outstanding, shall be treated as revenues. If the Borrower fails or refuses to proceed as required by this Section, the NMED, after demand in writing, may proceed to protect and enforce the rights of the NMED as provided in the Ordinance and the Loan Agreement.

Section 17. TERMINATION. When all obligations under the Loan Agreement and Note have been paid, the Loan Agreement and Note shall terminate and the pledge, lien, and all other obligations of the Borrower under the Ordinance shall be discharged. The principal amount of the Note, or any part thereof, may be prepaid at any time without penalty at the discretion of the Borrower and the prepayments of principal shall be applied as set forth in the Loan Agreement.

Section 18. AMENDMENT OF ORDINANCE. This Ordinance may be amended with the prior written consent of the NMED.

Section 19. ORDINANCE IRREPEALABLE. After the Loan Agreement and Note have been executed and delivered, the Ordinance shall be and remain irrevocable until the Note has been fully paid, terminated, and discharged, as provided in the Ordinance.

Section 20. SEVERABILITY CLAUSE. If any section, paragraph, clause, or provision of the Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or

unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of the Ordinance.

Section 21. REPEALER CLAUSE. All bylaws, orders, Ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, Ordinance or Ordinance, or part thereof, heretofore repealed.

Section 22. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after its post adoption publication.

ADOPTED this 26th day of July 2022.

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

Randall T. Rytí,
Council Chair

ATTEST: (Seal)

Naomi D. Maestas,
County Clerk

Los Alamos County

Debt Profile - Current Debt																									
Net System Revenue of the Joint Utility System																									

	Senior Lien		Subordinate Lien										Super Subordinate Lien														Total		
Debt	2010 NMFA PPRF Loan PPRF-2461	2014 NMFA PPRF Loan PPRF-3150	Proposed NMFA DW Loan DW-5456	Proposed NMFA DW Loan DW-5637	Proposed NMFA DW Loan DW-5638	2019 NMED Loan CWSRF 083	Proposed NMED Loan CWSRF 110	2018 NMED Loan CWSRF 1438143R	2009 NMED Loan CWSRF 09L ARRA	NMFA WTB Loan WTB-0063	NMFA WTB Loan WTB-0089	NMFA WTB Loan WTB-0156	NMFA WTB Loan WTB-0157	NMFA WTB Loan WTB-0220	NMFA WTB Loan WTB-0221	NMFA WTB Loan WTB-0318	NMFA WTB Loan WTB-0340	NMFA WTB Loan WTB-3557	NMFA WTB Loan WTB-4826	NMFA WTB Loan WTB-5426	NMFA WTB Loan WPF-5081	NMFA WTB Loan WPF-5673							
Par Rate	\$ 13,085,000	\$ 21,690,000	\$ 3,709,892	\$ 857,000	\$ 2,700,000	\$ 6,500,000	\$ 25,000,000	\$ 7,029,504	\$ 150,000	\$ 65,080	\$ 79,912	\$ 147,500	\$ 50,000	\$ 600,000	\$ 140,000	\$ 562,400	\$ 182,000	\$ 53,840	\$ 320,000	\$ 1,300,000	\$ 360,000	\$ 2,000,000							
Issue Date	5.36%	5.10%	1.00%	1.00%	1.00%	2.38%	0.01%	1.00%	3.00%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%							
Call Date	8/12/2010	8/13/2014	10/8/2021	Pending	Pending	4/12/2019	Pending	11/8/2018	2009	39178	39759	40375	40385	40851	40921	42184	42460	42776	43903	Pending	Pending	Pending							
Source	8/12/2020 NMFA	8/13/2024 NMFA	N/A	N/A	N/A	N/A NMED	NMED	N/A NMED	N/A NMED	4/6/2008 NMFA	11/7/2009 NMFA	7/16/2011 NMFA	7/26/2011 NMFA	11/4/2012 NMFA	1/13/2013 NMFA	6/29/2016 NMFA	3/31/2017 NMFA	2/10/2018 NMFA	3/13/2021 NMFA	NMFA	NMFA	NMFA	Total Debt Service	Total Revenue	Total Debt Service Coverage				
Pledge	NSR of Joint Utility System	NSR of Joint Utility System	NSR of Joint Utility System	NSR of Joint Utility System	NSR of Joint Utility System	NSR of the Wastewater Utility	NSR of Joint Utility System	NSR of the Wastewater Utility	NSR of Joint Utility System	NSR of the Wastewater Utility	NSR of the Water Utility System	NSR of the Water Utility System	NSR of the Water Utility System	NSR of the Water Utility System	NSR of Water Utility System	NSR of Water Utility System	NSR of Joint Utility System	NSR of Joint Utility System	NSR of Joint Water and Wastewater Utility System	NSR of the Water Utility System	NSR of the Wastewater Utility	NSR of the Water Utility System	NSR of the Water Utility System						
Term	20 years	20 years	25 years	25 Years	25 Years	20 years	20 years	20 years	20 years	20 years	20 years	20 years	20 years	20 years	20 years	20 years	20 years	20 years	20 years	20 years	20 years	20 years	20 years						
2022	\$ 1,253,863	\$ 729,375	\$ 20,920	\$ -	\$ -	\$ -	\$ -	\$ 460,153	\$ 15,783	\$ 3,342	\$ 4,190	\$ 7,570	\$ 2,566	\$ 31,702	\$ 7,186	\$ 28,990	\$ 9,735	\$ 2,772	\$ 16,473	\$ -	\$ -	\$ -	\$ 2,594,619	\$ 8,860,597	3.41				
2023	\$ 1,254,372	\$ 725,660	\$ 37,099	\$ -	\$ -	\$ -	\$ -	\$ 460,153	\$ 15,783	\$ 3,341	\$ 4,190	\$ 7,570	\$ 2,566	\$ 31,699	\$ 7,185	\$ 28,990	\$ 9,735	\$ 2,773	\$ 16,473	\$ -	\$ 18,531	\$ -	\$ 2,626,121	\$ 13,862,066	5.28				
2024	\$ 1,239,579	\$ 730,925	\$ 168,454	\$ 38,914	\$ 122,598	\$ 412,049	\$ 1,251,313	\$ 460,153	\$ 15,783	\$ 3,342	\$ 4,190	\$ 7,570	\$ 2,566	\$ 31,697	\$ 7,186	\$ 28,990	\$ 9,735	\$ 2,772	\$ 16,473	\$ 66,720	\$ 18,532	\$ 102,646	\$ 4,742,187	\$ 7,698,950	1.62				
2025	\$ 1,223,138	\$ 639,660	\$ 168,454	\$ 38,914	\$ 122,598	\$ 412,049	\$ 1,251,313	\$ 460,153	\$ 15,783	\$ 3,342	\$ 4,190	\$ 7,571	\$ 2,566	\$ 31,696	\$ 7,185	\$ 28,989	\$ 9,735	\$ 2,772	\$ 16,474	\$ 66,720	\$ 18,531	\$ 102,646	\$ 4,634,479	\$ 7,839,896	1.69				
2026	\$ 1,210,048	\$ 640,710	\$ 168,455	\$ 38,914	\$ 122,598	\$ 412,049	\$ 1,251,313	\$ 460,153	\$ 15,783	\$ 3,342	\$ 4,190	\$ 7,570	\$ 2,566	\$ 31,693	\$ 7,186	\$ 28,990	\$ 9,736	\$ 2,773	\$ 16,473	\$ 66,720	\$ 18,531	\$ 102,646	\$ 4,622,436	\$ 7,621,283	1.65				
2027	\$ 1,189,720	\$ 636,295	\$ 168,454	\$ 38,914	\$ 122,598	\$ 412,049	\$ 1,251,313	\$ 460,153	\$ 15,783	\$ 3,341	\$ 4,190	\$ 7,570	\$ 2,567	\$ 31,691	\$ 7,185	\$ 28,989	\$ 9,735	\$ 2,773	\$ 16,474	\$ 66,720	\$ 18,532	\$ 102,646	\$ 4,597,691	\$ 11,914,137	2.59				
2028	\$ 1,177,264	\$ 639,195	\$ 168,454	\$ 38,914	\$ 122,598	\$ 412,049	\$ 1,251,313	\$ 460,153	\$ 15,783		\$ 4,190	\$ 7,571	\$ 2,566	\$ 31,689	\$ 7,185	\$ 28,989	\$ 9,735	\$ 2,772	\$ 16,473	\$ 66,720	\$ 18,531	\$ 102,646	\$ 4,584,790	\$ 20,071,384	4.38				
2029	\$ 1,152,072	\$ 636,375	\$ 168,454	\$ 38,914	\$ 122,598	\$ 412,049	\$ 1,251,313	\$ 460,153	\$ 15,783			\$ 7,570	\$ 2,566	\$ 31,687	\$ 7,185	\$ 28,989	\$ 9,736	\$ 2,772	\$ 16,473	\$ 66,720	\$ 18,532	\$ 102,646	\$ 4,552,587	\$ 14,692,405	3.23				
2030	\$ 1,129,752	\$ 638,015	\$ 168,454	\$ 38,914	\$ 122,598	\$ 412,049	\$ 1,251,313	\$ 460,153	\$ 15,783			\$ 7,571	\$ 2,566	\$ 31,684	\$ 7,186	\$ 28,989	\$ 9,736	\$ 2,773	\$ 16,473	\$ 66,720	\$ 18,531	\$ 102,646	\$ 4,531,905	\$ 13,206,694	2.91				
2031		\$ 633,935	\$ 168,455	\$ 38,914	\$ 122,598	\$ 412,049	\$ 1,251,313	\$ 460,153	\$ 15,783					\$ 31,681	\$ 7,185	\$ 28,990	\$ 9,736	\$ 2,773	\$ 16,473	\$ 66,720	\$ 18,531	\$ 102,646	\$ 3,387,933	\$ 11,588,963	3.42				
2032		\$ 632,953	\$ 168,454	\$ 38,914	\$ 122,598	\$ 412,049	\$ 1,251,313	\$ 460,153						\$ 31,679	\$ 7,185	\$ 28,989	\$ 9,736	\$ 2,772	\$ 16,473	\$ 66,720	\$ 18,531	\$ 102,646	\$ 3,371,164	\$ 8,577,408	2.54				
2033		\$ 636,200	\$ 168,454	\$ 38,914	\$ 122,598	\$ 412,049	\$ 1,251,313	\$ 460,153							\$ 28,989	\$ 9,736	\$ 2,772	\$ 16,473	\$ 66,720	\$ 18,531	\$ 102,646	\$ 3,335,548	\$ 8,577,408		2.57				
2034		\$ 633,485	\$ 168,454	\$ 38,914	\$ 122,598	\$ 412,049	\$ 1,251,313	\$ 460,153							\$ 28,989	\$ 9,736	\$ 2,772	\$ 16,473	\$ 66,720	\$ 18,532	\$ 102,646	\$ 3,332,834	\$ 8,577,408		2.57				
2035		\$ 168,454	\$ 38,914	\$ 122,598	\$ 412,049	\$ 1,251,313	\$ 460,153								\$ 28,989	\$ 9,736	\$ 2,773	\$ 16,473	\$ 66,720	\$ 18,531	\$ 102,646	\$ 2,699,348	\$ 8,577,408		3.18				
2036		\$ 168,454	\$ 38,914	\$ 122,598	\$ 412,049	\$ 1,251,313									\$ 9,735	\$ 2,773	\$ 16,473	\$ 66,720	\$ 18,531	\$ 102,646	\$ 2,210,205	\$ 8,577,408		3.88					
2037		\$ 168,455	\$ 38,914	\$ 122,598	\$ 412,049	\$ 1,251,313										\$ 2,773	\$ 16,473	\$ 66,720	\$ 18,532	\$ 102,646	\$ 2,200,472	\$ 8,577,408		3.90					
2038		\$ 168,455	\$ 38,914	\$ 122,598	\$ 412,049	\$ 1,251,313										\$ 2,773	\$ 16,473	\$ 66,720	\$ 18,531	\$ 102,646	\$ 2,200,470	\$ 8,577,408		3.90					
2039		\$ 168,454	\$ 38,914	\$ 122,598	\$ 412,049	\$ 1,251,313											\$ 16,473	\$ 66,720	\$ 18,531	\$ 102,646	\$ 2,197,697	\$ 8,577,408		3.90					
2040		\$ 168,454	\$ 38,914	\$ 122,598	\$ 412,049	\$ 1,251,313											\$ 16,473	\$ 66,720	\$ 18,531	\$ 102,646	\$ 2,197,697	\$ 8,577,408		3.90					
2041		\$ 168,455	\$ 38,914	\$ 122,598	\$ 412,049	\$ 1,251,313											\$ 16,473	\$ 66,720	\$ 18,531	\$ 102,646	\$ 2,197,698	\$ 8,577,408		3.90					
2042		\$ 168,454	\$ 38,914	\$ 122,598	\$ 412,049	\$ 1,251,313											\$ 16,473	\$ 66,720	\$ 18,531	\$ 102,646	\$ 2,181,224	\$ 8,577,408		3.93					
2043		\$ 168,454	\$ 38,914	\$ 122,598	\$ 412,049	\$ 1,251,313												\$ 66,720		\$ 102,646	\$ 2,162,693	\$ 8,577,408		3.97					
2044		\$ 168,454	\$ 38,914	\$ 122,598																	\$ 329,966	\$ 8,577,408		25.99					
2045		\$ 168,454	\$ 38,914	\$ 122,598																	\$ 329,966	\$ 8,577,408		25.99					
2046		\$ 168,454	\$ 38,914	\$ 122,598																	\$ 329,966	\$ 8,577,408		25.99					
2047		\$ 168,454	\$ 38,914	\$ 122,598																	\$ 329,966	\$ 8,577,408		25.99					
2048		\$ 168,453	\$ 38,914	\$ 122,598																	\$ 329,965	\$ 8,577,408		25.99					
Total	\$ 12,080,037	\$ 11,224,521	\$ 4,269,372	\$ 972,840	\$ 3,064,956	\$ 8,240,979	\$ 25,026,258	\$ 6,949,549	\$ 173,613	\$ 23,392	\$ 33,520	\$ 75,702	\$ 25,661	\$ 380,303	\$ 86,223	\$ 434,842	\$ 155,767	\$ 49,905	\$ 329,463	\$ 1,334,395	\$ 370,625	\$ 2,052,915	\$ 77,354,838						



County of Los Alamos

Staff Report

July 12, 2022

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: B.

Index (Council Goals): * 2022 Council Goal - Enhancing Support and Opportunities for the Local Business Environment

Presenters: Daniel Ungerleider, Economic Development Administrator and Paul Andrus, Community Development Director

Legislative File: OR0951-22

Title

Incorporated County of Los Alamos Ordinance No. 718: An Ordinance Terminating the Economic Development Project for Public Support of TNJLA LLC, a New Mexico Corporation

Recommended Action

I introduce, without prejudice, Incorporated County of Los Alamos Code Ordinance No. 718 and ask the staff to assure that it is published as provided in the County Charter.

County Manager's Recommendation

The County Manager recommends that Council introduce this Code Ordinance.

Body

The purpose of this Ordinance is to terminate the economic development agreement with TNJLA LLC ("TNJLA") facilitated by the Local Economic Development Act ("LEDA"). If approved, Ordinance No. 718 (Attachment A) terminates the Project Participation Agreement ("PPA") as agreed to by TNJLA in the executed Waiver and Release Agreement attached with Ordinance No. 718. The Waiver and Release Agreement outlines the process by which TNJLA releases and discharges the County from any future obligations in relation to the original PPA.

Brief History of the Project with TNJLA:

Pursuant to the State's Local Economic Development Act, Sections 5-10-1 through 5-10-17 NMSA 1978 and County Ordinance No. 695 adopted by the Los Alamos County Council on November 16, 2019 (Attachment B), the County and TNJLA entered into a Project Participation Agreement ("PPA") dated November 16, 2019, pursuant to which the County agreed to transfer certain County-owned property located on the 20th Street Extension, platted and recorded in Los Alamos County Records as Instrument Document No. 231237 ("Real Property"), the value of which was appraised at One Million Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000.00).

Pursuant to the PPA, the transfer of the Real Property from County to TNJLA was conditioned upon TNJLA securing a constructing financing commitment in an amount sufficient to support the development of an extended stay hotel facility, including a 250 to 300-person banquet-style conference center, and a minimum of 1,800 square feet of stand-alone food and beverage space on the 20th Street Extension properties in Los Alamos County (the "Project"). TNJLA was unable to provide evidence to the County of having secured a construction financing commitment in an amount sufficient to support the Project. As such, the County-owned Real Property has not

been transferred. Subsequently, TNJLA has requested that the County agree to terminate the PPA. On June 23, 2022, TNJLA and the County executed a Waiver and Release Agreement, in which TNJLA agreed to waive and release County from any and all rights and obligations it has or could exercise under the PPA. In turn, the County agrees to pay the sum of Seventeen Thousand Dollars (\$17,000.00) in consideration of all claims and demands against the County to the date of this agreement.

This Ordinance and attached executed Waiver and Release Agreement provides an orderly path forward for both parties, and if approved, makes the County whole.

Proposed Public Hearing Schedule

It is anticipated that the public hearing for this ordinance will be held on August 9, 2022.

Alternatives

Council denies the recommendation and asks staff to return with alternative recommendations.

Fiscal and Staff Impact/Planned Item

There should be minimal staff impact and the County would be made whole.

Attachments

A - Incorporated County of Los Alamos Code Ordinance No. 718

B - Incorporated County of Los Alamos Code Ordinance No. 695

INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 718

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

WHEREAS, Ordinance No. 695, adopted by the Los Alamos County Council on October 15, 2019, authorized public support of TNJLA LLC ("TNJLA") economic development project ("Project") in accordance with the Local Economic Development Act, Section 5-10-1 through 5-10-13 NMSA 1978, as amended; and

WHEREAS, the Incorporated County of Los Alamos ("County") and TNJLA entered into a Project Participation Agreement on November 16, 2019 ("PPA"); and

WHEREAS, TNJLA proposed to acquire, develop and construct an extended stay hotel facility, including a 250-300-person banquet-style conference center, and a minimum of 1,800 square feet of stand-alone food and beverage space on the 20th Street Extension properties in Los Alamos County; create and maintain for fifteen (15) years a minimum of seventeen (17) full-time jobs based within the County; and promote Los Alamos County as a good and desirable place to visit, live, and work under the terms of the PPA; and

WHEREAS, TNJLA agreed to complete the Project and be fully open for by November 15, 2023; and

WHEREAS, County, subject to the terms of the PPA, agreed to provide public support to TNJLA for the Project in the form of a transfer of real property, specifically certain County-owned property located on the 20th Street Extension, platted and recorded in Los Alamos County Records as Document No. 231237 (together, the "Real Property"), the value of which was appraised at One Million Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000.00); and

WHEREAS, in accordance with the PPA, transfer of the Real Property from County to TNJLA was conditioned upon TNJLA securing a construction financing commitment in an amount sufficient to support the Project; and

WHEREAS, to date, TNJLA has not provided to County evidence of having secured a construction financing commitment in an amount sufficient to support the Project, such that the County-owned Real Property has not been transferred to TNJLA; and

WHEREAS, TNJLA requested that County agree to terminate the PPA; and

WHEREAS, TNJLA agreed to unconditionally waive and release any and all rights and obligations it has or could exercise under the PPA in a Waiver and Release Agreement, effective June 23, 2022, which is attached hereto as Exhibit "A" ("Agreement"); and

WHEREAS, TNJLA agreed to release County from all obligations, claims and causes of action arising from the PPA and its termination in the Agreement; and

WHEREAS, under the conditions expressed herein, the Council of the Incorporated County of Los Alamos agrees to terminate the PPA.

NOW, THEREFORE, THE INCORPORATED COUNTY OF LOS ALAMOS ORDAINS:

Section 1. The Project for TNJLA as evidenced by the PPA is hereby terminated.

Section 2. County shall, by all necessary and appropriate means and as detailed in the Agreement, ensure all obligations owed to County by TNJLA LLC are fulfilled, and, if necessary, pursue all remedies, legal or equitable, to which County is entitled.

Section 3. The County Council, the Council Chair, other County officials, the County Manager, and County staff are hereby authorized to take all action necessary to carry out the provisions of this Ordinance.

Section 4. Should any section, paragraph, clause, or provision of this Ordinance, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this ordinance.

Section 5. This Ordinance shall become effective thirty (30) days after its post adoption publication.

ADOPTED this 9th day of August 2022.

INCORPORATED COUNTY OF LOS ALAMOS

**Randall T. Ryti,
Council Chair**

ATTEST:

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

WAIVER AND RELEASE AGREEMENT

This WAIVER AND RELEASE AGREEMENT (the "Agreement") is entered into by TNJLA LLC ("TNJLA") and the Incorporated County of Los Alamos, New Mexico ("County"), and together with TNJLA, the "Parties") as of June 23, 2022 ("Effective Date").

1. Pursuant to the Local Economic Development Act, NMSA 1978, Sections 5-10-1 through 5-10-17, and Ordinance No. 695 adopted by the Los Alamos County Council on October 15, 2019, County and TNJLA entered into a Project Participation Agreement ("PPA") dated November 16, 2019, pursuant to which County agreed to transfer certain County-owned property located on the 20th Street Extension, platted and recorded in Los Alamos County Records as Instrument Document No. 231237 ("Real Property"), the value of which was appraised at One Million Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000.00); and
2. Pursuant to the PPA, the transfer of the Real Property from County to TNJLA was conditioned upon TNJLA securing a construction financing commitment in an amount sufficient to support the Project; and
3. TNJLA has not provided evidence to County of having secured a construction financing commitment in an amount sufficient to support the Project, such that the County-owned Real Property has not been transferred; and
4. TNJLA has requested that County agree to terminate the PPA; and
5. TNJLA agrees to unconditionally waive and release any and all rights and obligations it has or could exercise under the PPA; and
6. TNJLA agrees to release County from all obligations, claims and causes of action arising from the PPA and this Agreement.



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Page(s): 5 Naomi D Maestas - County Clerk
Los Alamos County, NM UBALDO BARELA - Deputy



7. TNJLA, for itself, its subsidiaries, affiliates, agents, assigns, attorneys and all other persons or entities to whom or for whose conduct the County its agents, representatives, successors, assigns, and insurers may be liable, agrees to forever release and discharge the County, its agents, representatives, successors, assigns, and insurers from any obligations, claims for relief, consequences, causes of action, costs, direct and consequential damages, liabilities or claims of any kind, known or unknown, arising or which may in the future arise from the PPA and this Agreement.

8. TNJLA acknowledges that the consideration received in exchange for this Agreement is intended to and does forever release and discharge County, its agents, representatives, successors, assigns, and insurers from any obligations, claims for relief, consequences, causes of action, costs, direct and consequential damages, liabilities or claims of any kind, known or unknown, arising or which may in the future arise from the PPA and agrees to waive any right to assert in the future any claims not known or suspected, even though if such claims were known, such knowledge could materially affect the terms of this Release.

9. The undersigned, on behalf of TNJLA and its legal representatives, successors and assigns, hereby represents and warrants that: (A) he or she is competent to execute this Release, (B) he or she is authorized to execute this Release on behalf of TNJLA, (C) TNJLA has fully informed itself of the terms, contents, conditions and effect of this Release, (D) TNJLA has had the opportunity for benefit and advice of counsel of his or her own choosing before executing this Release, (E) except for the above-noted consideration, no promise or representation of any kind had been made to TNJLA concerning the subject matter of this Release, (F) TNJLA has relied solely and completely upon its own judgment and the advice of counsel of its own choosing before the execution of this Release, (G) TNJLA fully understands that this Release operates as a full,

TNJLA RELEASE AND WAIVER AGREEMENT

complete and final release of any and all claims that have been asserted or could have been asserted by TNJLA against County relating to any and all claims arising from the PPA and this Agreement, and (H) TNJLA has not assigned, sold or otherwise attempted to convey any right, claim or interest that is the subject of this Release.

10. The parties agree as follows:

- A. TNJLA hereby unconditionally waives and releases any and all rights and obligations it has or could exercise under the PPA.
- B. The Incorporated County of Los Alamos shall pay the sum of SEVENTEEN THOUSAND DOLLARS (\$17,000.00) in consideration of all claims and demands against County to the date of this Agreement, regardless of whether such claims and demands were asserted in the incidents.
- C. TNJLA, for itself, its subsidiaries, affiliates, agents, assigns, attorneys and all other persons or entities to whom or for whose conduct the County, its agents, representatives, successors, assigns, and insurers may be liable, hereby fully and unconditionally dismiss, release and forever discharge County and its successors, assigns, elected officials, employees, agents and insurers, from any obligations, claims for relief, consequences, causes of action, costs, direct and consequential damages, liabilities or claims of any kind, known or unknown, arising or which may in the future arise from the PPA and hereby waives any right to assert in the future any claims not known or suspected, even though if such claims were known, such knowledge could materially affect the terms of this Release.

TNJLA RELEASE AND WAIVER AGREEMENT

- D. TNJLA acknowledges that the consideration received under this Release and Settlement Agreement is intended to and does release and discharge the Released Parties, their agents, representatives, successors, assigns, and insurers from any claims or consequences arising from the incident and hereby waives any right to assert in the future any claims not known or suspected, even though if such claims were known, such knowledge would materially affect the terms of this Agreement.
- E. TNJLA acknowledges that the Released Parties have not made any promises or representations other than those recited in this Release and Settlement Agreement to induce them to enter into agreement.
- F. The terms of this Release and Settlement Agreement are contractual, fully enforceable, and are not mere recitals.
- G. This Release and Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of New Mexico.
- H. In the event that any paragraph or portion of this Release and Settlement Agreement should be later determined unenforceable, all other paragraphs of agreement shall remain in full force and effect. However, if the essential terms of this Agreement are held to be illegal or invalid, then this Agreement shall be equitably interpreted to fulfill the parties' intent to (1) terminate the PPA and (2) release the County from any liability, damages, or claims pursuant to the terms of the Release by TNJLA or its successors in interest in consideration for SEVENTEEN THOUSAND DOLLARS (\$17,000).

TNJLA RELEASE AND WAIVER AGREEMENT

I. This Agreement contains the entire agreement between TNJLA and the Released Parties with regard to the matters set forth herein. There are no other understandings or agreements, oral or otherwise, between the parties except as expressly set forth herein.

RELEASOR:

TNJLA LLC, a New Mexico limited liability company,

By: Tushar Patel
Tushar Patel, Chief Executive Officer

NOTARY:

State of New Mexico

County of BERNALILLO

Signed or attested before me on 6TH JUNE, 2022, by Tushar Patel.

N. Patel
Signature of notarial officer



OFFICIAL SEAL

NANDA PATEL

Notary Public - State of New Mexico

My Commission Expires: 07-14-24

ACKNOWLEDGED by RELEASEE:

INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO, a political subdivision of the state of New Mexico,

By: Steven Lynne
Steven Lynne, County Manager

NOTARY:

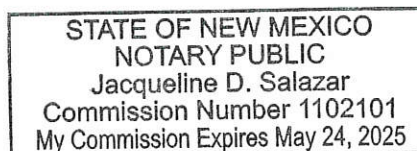
State of New Mexico

County of Los Alamos

Signed or attested before me on 23rd June, 2022 by Steven Lynne.

Jacqueline D. Salazar
Signature of notarial officer

My commission expires: May 24, 2025



TNJLA RELEASE AND WAIVER AGREEMENT

INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 695

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

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

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

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

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

- a. Company is a private for-profit development business that has an established track record of successful hotel projects in New Mexico. The application includes information about the Company's financials and its leadership team;
- b. Company's economic activity meets County's objective of expansion of the tax base by generating increased taxes from new construction, and from Company purchases such as equipment and supplies;
- c. Company's economic activity meets County's objective of increased job and income opportunities by proposing to create a minimum of seventeen (17) Full-Time Equivalent jobs based within the County, and maintain said employees over fifteen (15) years; and
- d. Company shall make a good faith effort to promote County as a good and desirable place to visit, live and work.

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

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

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Page(s): 10 Naomi D Maestas - County Clerk
Los Alamos County, NM Francella M Montoya - Deputy



ATTACHMENT B

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

Section 6. Company has requested that the Incorporated County of Los Alamos provide the following grant of public support as an economic development project: Transfer, by quitclaim deed, all rights, title and interests possessed by County to certain County-owned property defined as Eastern Area 3 Tract **NN** Lots 6C; 5C; 4C; 3C; 2C; and 1C located on 20th Street Extension, platted and recorded in Los Alamos County Records as Instrument No. 231237 (together, the "Real Property"). The Real Property has an appraised value of One Million Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000.00) This requested public support for Company's Project is referred to herein as the economic development "Project Grant."

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

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

terminated by County and County's investment recovered;

g. The time period for which County shall retain an interest in the activity of Company; and

h. Any other requirements imposed by state law, county ordinance, rule or regulation not specifically identified in this ordinance.

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

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

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

Section 11. Should any section, paragraph, clause or provision of this ordinance, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

Section 12. This Ordinance shall become effective on November 16, 2019, thirty (30) days after notice of its adoption.


ADOPTED this 15th day of October, 2019.

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



**Sara C. Scott
Council Chair**
OF LO

ATTEST: (Seal)

2019: 
Naomi Aestas Toss VA
Los Alamos County Clerk

61340

PROJECT PARTICIPATION AGREEMENT

This Project Participation Agreement ("Agreement") is made and entered into as of November 16, 2019, by and between the Incorporated County of Los Alamos, an incorporated County of the State of New Mexico ("County") and TNJLA LLC, a New Mexico Corporation qualified to do business in New Mexico ("TNJLA").

RECITALS

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

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

B. County has adopted Ordinance No. 695 providing for the public support of TNJLA's "Project", as defined herein, in the form of a grant of "Real Property", and certain capital improvements as further defined below, which is the "Project Grant." The value of the Real Property the Project Grant is One Million Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000.00). TNJLA shall acquire, develop and construct an extended stay hotel facility, including a 250 - 300-person banquet style conference center, and a minimum of 1,800 square feet of stand-alone food and beverage space on the 20th Street Extension properties in Los Alamos County ("Project").

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

1. Meets the objective of economic diversification by constructing a hotel, conference center facility and food and beverage space;
2. Meets the objective of expansion of the tax base by generating increased taxes for property tax, New Mexico Gross Receipts Tax and Lodger's Tax revenues via the increase in number of hotel rooms available in Los Alamos;
3. Meets the objective of increased job and income opportunities by proposing to generate seventeen (17) new primary jobs at the hotel, conference center, food and beverage, and business operations within County no later than twelve (12) months of the Project obtaining a Certificate of Occupancy;
4. Meets County's objective of economic diversification by enriching the hospitality offerings in Los Alamos by creating an 86-room extended stay hotel;
5. Meets County's objective of expansion of the tax base by creating a conference center that shall accommodate up to 250 - 300 people seated banquet style for local events and Los Alamos National Laboratory meetings;
6. Meets County's objective of economic diversification by enriching the hospitality offerings in Los Alamos by creating a stand-alone food and beverage space;

EXHIBIT "A"

ATTACHMENT B

7. Meets County's objective of recruiting and retaining businesses that utilize Los Alamos locations for events and meetings, and that offer existing businesses the opportunity to provide catering services for events and meetings; and

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

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

AGREEMENT

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

1. Contributions of County.

A. *Project Grant.* Subject to the terms and conditions of this Project Participation Agreement, County agrees to transfer, by quitclaim deed, with all rights, title and interests possessed by County in the property defined as Eastern Area 3 Tract NN Lots 6C; 5C; 4C; 3C; 2C; and 1C located on 20th Street Extension, platted and recorded in Los Alamos County Records as Instrument No. 231237 (together, the "Real Property"). The Real Property has an appraised value of One Million Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000.00).

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

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

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

2. Contributions of TNJLA.

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

- (i) an 86-room TownePlace Suites hotel and conference center to accommodate 250 - 300 people banquet style; and
- (ii) a minimum of 1,800 square feet of stand-alone food and beverage space.

B. *Employment.* TNJLA shall create a minimum of seventeen (17) Full Time Equivalent Jobs based in Los Alamos County, New Mexico, and maintain said employees over the fifteen (15) year term of this Agreement. As used herein, a "Full Time Equivalent Job" is

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

C. *Conference Center.* TNJLA shall continuously operate a conference center that shall accommodate 250 - 300 people banquet style for the entire fifteen (15) year term of this Agreement. County shall be entitled to use the conference facilities up to four (4) times per year at no charge for room fees, and only cleaning and catering fees shall be charged as appropriate and commercially reasonable. County must make reservations at least thirty (30) days in advance for their use of the facility unless mutually agreed upon and shall not displace a paying customer.

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

E. In choosing an operator or owner of the stand-alone food and beverage space, TNJLA shall solicit locally, regionally, and nationally.

3. Performance Review and Measurement.

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

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

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

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

A. *Real Property.* TNJLA agrees to permit new construction within twelve (12) months of acquisition of the Real Property from County. If TNJLA fails to permit new construction within twelve (12) months, and County has acted in a commercially reasonable manner and has not unreasonably withheld approval, and there is no force majeure (as defined below), then TNJLA

shall be required to return with all rights, title and interests in the Real Property unencumbered by any liens, mortgage or other debt, to County by Quit Claim Deed.

B. *Financial Guarantee.* TNJ LA's principals agree to provide a Financial Guarantee in an amount equal to One Million Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000.00) to the benefit of County which is secured by a subordinated interest on the project property in an amount equal to One Million Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000.00), as well as personal guarantees from both Tushar Patel and Jayesh Patel in an amount equal to One Million Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000.00), both with an effective date that is the same date of transfer by quitclaim deed of the Real Property to TNJLA. County shall have the right to recoup its Financial Guarantee, as provided for in this Agreement, from both sources of security, but not in a total amount that exceeds the amount of the Financial Guarantee existing at the time of default as defined below. The overlapping portions that the Financial Guarantee are provided by the personal guarantees defined herein shall expire six (6) months after a Certificate of Occupancy is issued for the hotel/conference center. The Financial Guarantee secures performance of TNJLA's obligations under this Agreement. The Financial Guarantee shall be reduced by Ten Percent (10%) of the original amount at the completion of each year in years one (1) through nine (9), and shall reduce by an additional Five Percent (5%) at end of year ten (10), and shall reduce by an additional One Percent (1%) at the completion of each of years eleven (11) through fifteen (15). The Financial Guarantee shall be Zero Dollars (\$0.00) at the end of the fifteenth (15'h) year. In the event of a termination necessitating the exercise of the guarantee, the language of this Agreement controls as it pertains to the amount of the guarantee amount required to satisfy County demands.

5. Termination and Recovery of Investment.

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

- (i) Failure of TNJLA to fulfill, in whole or in part, any Performance Measure or other obligation required by this Agreement; including but not limited to:
 - a. *Annual Progress Report and Job Reporting.* The creation and retention of a minimum of seventeen (17) jobs must be verified on an annual basis as part of the Progress Report.
 - b. *Continuous Operation of Conference Center.* TNJLA shall demonstrate in writing via an Affidavit that they continuously operate a conference center for 250 - 300 people banquet style for the duration of this Agreement, verification of operation via Affidavit shall be demonstrated within the Annual Progress Report.
- (ii) TNJLA ceases operations of the Project prior to the end of the fifteen (15) year term of this Agreement.
- (iii) TNJLA sells or assigns the Project or any portion thereof, without the written consent of County. However, should TNJLA propose a sale or assignment of the Project or any portion thereof to a qualified buyer who shall assume and meet all obligations of this Agreement, County approval shall not be unreasonably withheld.
- (iv) TNJLA fails to complete the Project and be fully open for operation within forty-eight (48) months of the Effective Date of this Agreement. County shall act in a commercially reasonable manner when approving, inspecting and granting Certificate of Approval.

- (v) The discovery by County that any representation, warranty, or covenant made by TNJLA in connection with this Agreement was false, materially misleading, erroneous, or breached in any material respect.

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

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

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

6. **Term.** The term of this Agreement shall commence on the Effective Date of this Agreement and continue for fifteen (15) years unless terminated sooner, as provided herein. TNJLA has the right to return the Real Property and terminate this Agreement if, despite commercially reasonable efforts, it is unable to timely permit new construction within twelve (12) months of acquisition of the Real Property from County.

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

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

9. **Notices.** All notices and communications required or permitted under this Agreement (including change of address and facsimile or telephone number set forth below) shall be in writing and shall be deemed given to, and received by, the receiving party: (i) when

hand-delivered to the street address of the receiving party set forth below; (ii) when sent by facsimile transmission to the facsimile number of the receiving party set forth below; (iii) one (1) day after deposit with a national overnight courier addressed to the receiving party at the street address set forth below; or (iv) five (5) days after deposit in the U. S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving party at the mailing address set forth below.

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

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

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

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

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

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

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

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

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

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

INCORPORATED COUNTY OF LOS ALAMOS

Attest:

By: _____
Harry Burgess, County Manager

Naomi D. Maestas, County Clerk

APPROVED TO FORM:

J. Alvin Leaphart, County Attorney

TNJLA, Inc.,
a New Mexico Corporation

By: _____
Name: _____
Title: _____



County of Los Alamos

Staff Report

July 12, 2022

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: A.

Index (Council Goals):

Presenters: Geoff Rodgers, Airport Manager and Eric Martinez, Deputy Public Works Director

Legislative File: OR0947-22b

Title

Incorporated County of Los Alamos Ordinance No. 715, An Ordinance Authorizing the County Manager or Designee to Execute or Amend existing Lease Agreements for Hangars at the Los Alamos County Municipal Airport

..Recommended Motion

I move that Council adopt Incorporated County of Los Alamos Ordinance No. 715, an Ordinance authorizing the County Manager or Designee to execute lease agreements and amendments thereto for portions of the Airport on commercially reasonable terms substantially similar to the lease forms attached to Ordinance No. 715 as Attachments 1 and 2. I further move that, upon passage, the Ordinance be published in summary form.

..County Manager's Recommendation

The County Manager recommends that Council adopt Incorporated County of Los Alamos Ordinance No. 715.

Body

The purpose of the proposed ordinance is to update the non-commercial and commercial leases for County owned hangars at the airport. Current lease language provides a list of prohibited maintenance tasks that may be performed in the hangars and the prohibits construction of experimental and home-build aircraft. By providing a list of prohibited tasks, anything not listed would be assumed to be allowed as well as prohibits an FAA mechanic from working on an aircraft in the hangars. The new language allows for aircraft maintenance in accordance with FAA regulations and industry standards. Additionally, the fastest growing segment of general aviation is home-build aircraft. The updated language will align the airport with this market trend. The language will require a tenant to notify the airport manager of intent to construct an aircraft in writing and provide a timeline for completion of construction.

Alternatives

The County Council may deny Incorporated County of Los Alamos Ordinance No. 715.

Attachments

- A - Incorporated County of Los Alamos Ordinance No. 715
- B - Attachment 1- Incorporated County of Los Alamos Ordinance No. 715
- C - Attachment 2- Incorporated County of Los Alamos Ordinance No. 715
- D - Notice of Publication

INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 715

**AN ORDINANCE AUTHORIZING THE COUNTY MANAGER
OR DESIGNEE TO EXECUTE LEASES FOR HANGARS
AT THE LOS ALAMOS COUNTY MUNICIPAL AIRPORT**

WHEREAS, the Incorporated County of Los Alamos ("County") is the fee simple owner of the Los Alamos County Municipal Airport ("Airport"); and

WHEREAS, pursuant to Article II, Chapter 14 of the Code of Ordinances of the Incorporated County of Los Alamos ("the Code"), the County Council ("Council") is vested solely and exclusively with the legal authority to sell, lease, exchange or otherwise transfer County-owned real property and interests in County-owned real property; and

WHEREAS, pursuant to Article II, Chapter 14 of the Code, Council may transfer a property interest in County-owned real property pursuant to Section 3-54-1, N.M.S.A. (1978) because Article 10, Section 6 of the New Mexico Constitution vests County with all the powers granted to municipalities by state statute; and

WHEREAS, Section 3-54-1(A), N.M.S.A. (1978) provides that a municipality may lease any municipal facility or real property of any value normally leased in the regular operations of such a facility or real property without being subject to referendum; and

WHEREAS, County has normally leased hangars located at the Airport in the regular operations of the Airport; and

WHEREAS, Ordinance No. 544, adopted October 6, 2009, authorized the County Manager or designee to execute ground leases at the Airport whereby County leased the surface of the land to a tenant allowing the tenant to construct and own an improvement to the land, namely an airport hangar; and

WHEREAS, subsequent to the enactment of Ordinance No. 544, County acquired in fee simple certain airport hangars located at the Airport; and

WHEREAS, thereafter, Council adopted Ordinance No. 692, adopted February 19, 2019, authorizing the County Manager or designee to enter into hangar leases for County-owned land on commercially reasonable terms in accordance with the attachments to Ordinance No. 692; and

WHEREAS, a review of the existing leases revealed the need for certain revisions to the form of leases in order to comport to the current operations of the Airport; and

WHEREAS, the purpose of this Ordinance is to further delegate Council's authority over certain County-owned property to the County Manager or designee for the purpose of executing and amending existing lease agreements for the airport hangers owned in fee by County; and

WHEREAS, Section 203 of the Los Alamos County Charter provides that any lease or authorization to lease real property owned by County shall be by ordinance; and

WHEREAS, Council desires to authorize the County Manager or designee to enter into and amend existing leases for hangars owned in fee by County on commercially reasonable terms substantially according to the lease forms attached hereto as Attachments 1 and 2.

NOW, THEREFORE, BE IT ORDAINED that:

SECTION 1. Finding. The Incorporated County of Los Alamos is authorized to lease real property pursuant to the provisions of Section 3-54-1(A), N.M.S.A. (1978).

SECTION 2. Authorization to Lease the Premises; Execution of Lease and Amendments by Authorized Officers. The County Manager, or designee, is hereby authorized to execute lease agreements and amendments thereto for portions of the Airport on commercially reasonable terms substantially according to the lease forms attached hereto as Attachments 1 and 2.

SECTION 3. This authorization is in addition to the authority granted by Ordinance Nos. 544 and 692 authorizing the County Manager or designee to execute and amend certain ground leases for hangars at the Airport.

SECTION 4. Effective Date. This Ordinance shall become effective thirty (30) days after publication of notice of its adoption.

ADOPTED this 12th day of July 2022.

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

Randall T. Rytí,
Council Chair

ATTEST: (Seal)

Naomi D. Maestas,
County Clerk

INCORPORATED COUNTY OF LOS ALAMOS
LOS ALAMOS COUNTY AIRPORT
NON-COMMERCIAL [HANGAR or STORAGE AREA] LEASE
AGREEMENT

This Lease ("Lease") is entered into this ____ day of _____, 20____ by and between the Incorporated County of Los Alamos, an incorporated county of the State of New Mexico ("County"), and _____ ("Tenant"), collectively referred to herein as the "Parties".

1. Legal Description and Lease of Premises.

County hereby leases to the Tenant and the Tenant hereby leases from County the following described aircraft [*hangar or storage area*] ("Premises"), being a part of the Los Alamos County Airport ("Airport"), Los Alamos County, New Mexico; to-wit:

[*Hangar or Storage Area*] No. ____ as shown on the Airport Property layout maintained by the Airport Manager which is incorporated here by reference.

2. Rent.

(a) Tenant will pay County monthly rent for the Premises as follows:

The Tenant will pay to the County a monthly rent in the amount of _____ (\$ _____) during the initial term. All rent for any partial month shall be pro-rated at the rate of 1/30th of the monthly rent for each day the Premises are occupied pursuant to this Lease. The rent for the first month is payable in full at the time of delivery to County of an executed original of this Lease and thereafter on or before the first day of any subsequent month this Lease is in force and effect.

(b) All rent and other charges become delinquent ten (10) days after the date they are due, at which time County will impose a penalty charge of interest at the rate of two percent (2 %) per month pro-rated daily from the due date until paid on the amount owing, which penalty shall be immediately due and owing. If all charges, including but not limited to the delinquent penalty, are not paid within twenty (20) days after written notice of the default in payment is sent to Tenant, County may immediately terminate this Lease and exercise all rights of default as provided herein.

(c) Tenant shall not be entitled to refund of the rent, in whole or in part, after this Lease is executed by both parties, if County terminates this Lease for cause. If Tenant terminates this Lease, then County shall refund an amount equal to the then-current monthly rent

divided by thirty (30) and multiplied by the number of calendar days remaining in the month, less a processing fee of \$50. If County terminates this Lease without cause, Tenant shall receive a refund of a part of the rent as described above.

- (d) After the Initial Term, and for each Renewal Term, the monthly rent for that Renewal Term shall be adjusted based the most recent federal CPIU, US City Average, all items (1982-84=100) as prepared by the US Bureau of Labor Statistics. County may also adjust rent based on market conditions. Tenant will be notified no later than thirty (30) days before the applicable monthly rent is due.

3. Lease Term.

- (a) **Initial Term.** The term of this Lease shall begin on _____, 20____, and expire on _____, 20____.
- (b) **Renewal Terms.** This Lease shall continue in effect from year to year, being automatically renewed after each year, unless either party gives written notice of termination, with or without cause, to the other party at least thirty (30) days prior to the end of the initial Lease term or any renewal term thereafter, or unless this Lease is terminated under any other provisions of this Lease. County does not guarantee any future renewal terms.

4. Termination and Surrender. The parties may terminate the Lease as provided herein, provided that the termination of this Lease shall not affect the obligations or liabilities previously incurred or accrued under this Lease.

- (a) **Mutual Termination.** This Lease may be terminated at any time by written agreement of the Parties.
- (b) **Termination by Tenant.** This Lease may be terminated at any time by Tenant upon thirty (30) days written notice. Upon the termination of this Lease, Tenant shall quietly and peacefully remove itself and its property from the Premises and surrender the possession thereof to County. Upon termination of this Lease, County may, in its discretion, declare any property that has not been removed from the Premises as abandoned property subject to removal and disposal without liability of any kind to County, and repair any resulting damage, and Tenant agrees to promptly reimburse County for any and all costs and expenses County may incur.
- (c) **Termination by County.** County may terminate this Lease at any time upon thirty (30) days written notice. If County terminates this Lease without cause, County shall refund an amount equal to the then-current monthly rent divided by thirty (30) and multiplied by the number of calendar days remaining in the month. If County terminates this Lease for cause, Tenant shall not be entitled to refund of the rent, in whole or in part.

5. Use of Premises.

- (a) **Authorized Use.** Tenant agrees the Premises shall only be used for those purposes directly involved with, makes possible, facilitates, is related to, assists in, or is required for the safe operation of an aircraft and/or the aeronautical activities expressly authorized in this Lease, and for no other purposes, without the express written consent of the Airport Manager.
- (b) **Occupancy.** Tenant agrees to occupy the Premises only while engaged in activities necessary to directly support the authorized use of the Premises. Tenant shall not use the Premises as a residence, office, or crew-quarters.
- (c) **Commercial Activities.** Tenant shall not use Premises to conduct commercial activities.
- (d) **Storage of Aircraft.** Tenant may store an aircraft ("Aircraft"), in the Premises, in which Tenant has an ownership or leasehold interest. Aircraft must be maintained in an airworthy condition as evidenced by a Federally issued Airworthiness Certificate and aircraft log books. County may, upon thirty (30) days written notice, remove, relocate and/or store any non-airworthy aircraft at Tenant's sole expense. Tenant shall notify Airport Manager within ten (10) days of selling and/or replacing Aircraft.
- (e) **Storage of Support Items.** Tenant may store, in the Premises, only those supplies, materials, parts, tools, equipment, and other items necessary, and limited to quantities sufficient, to directly support the authorized use of the Premises. All hazardous substances must be labeled, stored, used and disposed of in accordance with all local, state and federal requirements. All flammables shall be stored in approved safety containers and storage cabinets. Storage of flammables, including aircraft fuel external to the Aircraft, shall be limited to a maximum of five (5) gallons without the express written approval of the Airport Manager and Fire Marshall. Storage of support items shall not create a hazard or restrict access/movement of any stored Aircraft. Support items shall not be stored outside of the Premises. A vehicle may be parked in the Premises while the Aircraft, if any, is in use.
- (f) **Aircraft Maintenance.** Aircraft maintenance may be performed in and around the Premises provided that it is conducted in a manner consistent with Federal Aviation Regulations and industry standards for such work. ~~Aircraft maintenance shall not be performed in or around the Premises, except such minor maintenance as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic and as defined in 14 CFR Part 43. Such use is conditioned on the restrictions identified herein. Aircraft engine runs, taxi operations, fueling, defueling, welding, open flame soldering, charging batteries unattended, sanding, stripping, priming, painting, sealing, and fiberglass work in the Premises is prohibited~~
- (g) **Aircraft Construction.** In the event Tenant wishes to occupy the premises for the purpose of constructing an aircraft, Tenant shall notify the Airport Manager in writing and provide

a description of the aircraft to be constructed and the anticipated timeline for construction of the aircraft. Tenant shall provide, in writing, any other information the Airport Manager requests relating to the aircraft construction activities. ~~Aircraft construction shall not be performed in or around the Premises.~~

- (h) **Unauthorized Use.** Any unauthorized use of the Premises by the Tenant, its employees, agents or invitees, shall be considered a Tenant Event of Default, as described herein. The determination of whether Tenant is in material default of this Lease as a result of use shall be determined in the sole discretion of the Airport Manager.

6. Condition and Care of Premises.

- (a) **Condition of the Premises.** The Airport Manager and Tenant have inspected the Premises prior to the execution of this Lease and documented any existing defects and attached as reference to this Lease. Tenant hereby accepts the Premises in its present condition without any liability or obligation on the part of County to make any alterations, improvements or repairs of any kind which would constitute a change to the present condition of the Premises.
- (b) **Tenant Responsibility for Care.** Tenant shall keep the Premises, and the area immediately adjoining the Premises, neat, clean and free of grease, oil, rags, paper and other debris. Dust, fumes, noise and refuse shall be mitigated and contained in a manner as to not create a hazard or nuisance. Cleaning up of spills or other debris thereon shall be the responsibility of Tenant. Tenant shall immediately clean up any spills of hazardous substances and notify the fire department of any flammable liquid spills in excess of one (1) gallon. After ten (10) days written notice by County of an unacceptable condition, County will remedy the condition and bill Tenant for the expenses thereof, plus fifteen (15) percent, which Tenant agrees to pay within twenty (20) days of receipt of such billing statement.
- (c) **County Responsibility for Care.** County will maintain the structural components of the Premises, including doors and door mechanisms, and will maintain light fixtures, bulbs, and electrical components of the Premises, and perform normal building maintenance without additional cost to Tenant. County will provide snow removal in accordance with the Airport Rules and Regulations.
- (d) **Damage and Repairs.** Tenant shall immediately report to the Airport Manager any damage or defect to the Premises. Tenant shall be responsible for the cost to repair any damage to the Premises, or other County property, resulting from Tenant's direct actions, inactions, and/or neglect. In such circumstances, Tenant agrees to pay the costs of repair, plus fifteen (15) percent, within twenty (20) days of receipt of such invoice statement.

- (e) **Premises Doors and Security.** Tenant shall not place a personal lock on Premises doors and must use only the locks installed on the Premises by County. County shall provide Tenant keys for all Premises doors. Tenant shall be responsible for all costs associated with lost keys and/or damaged doors. Premises doors shall remain locked when not occupied. The large *[hangar or storage area]* door shall be operated in accordance with the following restrictions: 1) door locks and stays shall be unlocked, and the door, tracks, and threshold shall be clear during operation and, 2) door shall be closed and locked when wind speeds are equal to or greater than 40 MPH.
7. **Fire Safety.** Smoking is prohibited in or around the Premises. Extension cords, and/or surge protectors shall not be used to gain additional outlets, attached to any part of the structure of the Premises, extended through walls, ceilings, under doors or floor coverings, daisy-chained, or positioned such in a manner that could damage the cord. Existing wiring, outlets and/or fixtures shall not be modified. Access to county-provided fire extinguishers shall not be obstructed or obscured from view. Tenant shall immediately notify the Airport Manager if the fire extinguisher is discharged at any time, or a fire extinguisher is determined to be non-serviceable.
8. **Improvements to Premises.**
- (a) **Improvements to the Premises.** Modifications, additions, installations, attachments, painting, marking, defacing, drilling, cutting, bending, or any other type of alteration (collectively, “Improvements”) to the Premises is prohibited without the express written consent of the Airport Manager, which authorization may be given or denied in County’s sole discretion. Tenant shall make no Improvements other than those Improvements specifically authorized by County. Any authorized Improvements shall be made at the sole expense of Tenant.
- (b) **Removal of Improvements.** Upon the termination of this Lease, Tenant shall remove any Improvements and repair any resulting damage to the Premises, at its sole expense. County may, with express written consent, allow the Improvements to remain on the Premises without any payment or compensation to the Tenant.
9. **County Access to Premises.** County reserves the right to enter the Premises at any time and by whatever means necessary for purposes including, but not limited to making necessary repairs and improvements, supplying necessary services, inspecting for compliance, exhibiting to workers, contractors or perspective tenants, responding to emergencies, complying with a court order, or when County reasonably believes Tenant has abandoned or surrendered the Premises.
10. **Emergency Removal of Personal Property.** In the event of an emergency, or other similar situation, and reasonable notice is not possible or practical, County may remove, relocate

and/or store personal property, including Aircraft. County shall exercise reasonable care in removing, relocating and/or storing personal property, including aircraft, pursuant to this paragraph.

11. Substitution of Premises. County reserves the right to require the Tenant to use a substitute space, whether it has a *[hangar or storage area]*. If the substitution of the Premises is unacceptable to the Tenant, the Tenant may terminate this Lease.

12. Utilities and Services.

(a) **Electricity.** County shall provide electrical utility services to the Premises, the cost of which is included in the rent. Lights, fans, compressors, or other electrical equipment, other than engine heaters installed in the Aircraft, shall not be left on unattended. Use of electric area heaters or air conditioning units is strictly prohibited. County reserves the right to assess an additional fee for high electrical consumption by the Tenant as shall be determined in the sole discretion of the County.

(b) **Refuse.** Tenant shall supply any needed refuse containers within the Premises. County shall provide a refuse container for Tenant to use, in common with other Airport users, to dispose of refuse directly related to the support of the authorized uses of the Premises. Use of the refuse container to dispose of hazardous substances or refuse not directly related to the authorized uses of the Premises is strictly prohibited.

(c) **Waste Oil.** County shall provide a waste oil bowser for Tenant to use, in common with other Airport users, to dispose aircraft engine oil. Use of waste oil bowser to dispose of any fluids other than aircraft engine oil is strictly prohibited.

(d) **Aircraft Washing.** County shall provide an area for Tenant to use, in common with other Airport users, for aircraft washing. Use of the area is limited to aircraft only; washing of vehicles, equipment, parts or other personal property is strictly prohibited.

13. Use of Airport. Tenant shall have use, in common with other Airport users, of aircraft operating areas, public roads and parking lots during the pendency of the Lease. This Lease shall not be construed to convey to Tenant the exclusive use of any part of the Airport except the Premises described in Section 1 herein.

14. Closure of the Airport. County may close the Airport, or areas of the Airport, in the event of inclement weather, an emergency, at the request of the state or federal governments, as may be required by local, state or federal regulation, or as deemed necessary by the County. County will attempt, as circumstances permit, to provide reasonable advance notice of an Airport closure. Closure of the Airport by the County pursuant to this paragraph shall not abate or excuse the tenant for any duty or obligation under this lease.

15. Required Documentation. During the term of this Lease, Tenant shall acquire and keep current all licenses, certificates, registrations, insurances, and other documentation as required by local, state and federal regulations for the uses and activities associated with this Lease. Tenant shall submit the following documentation to the County and update any changes within ten (10) days:

(a) Aircraft Documents, if Storing an Aircraft:

- i. FAA Aircraft registration and contact information for all Aircraft owners.
- ii. Evidence of ownership or leasehold of Aircraft, if not registered to Tenant.
- iii. Current FAA Airworthiness Certificate.

(b) Proof of insurance: Current declarations page, listing County as additional insured, with minimums required herein.

16. Required Insurance. During the term of this Lease, Tenant shall maintain in force and effect the following insurance, listing County as an additional insured, in such minimum amounts as are specified in the New Mexico Tort Claims Act, Sections 41-4-1 et seq., NMSA (1978), as amended from time to time:

(a) Aircraft Liability Insurance: One Million Dollars (\$1,000,000.00) per occurrence, if storing an aircraft.

(b) General Liability Insurance for property damage, injury or death resulting from occurrences on the Airport: One Million Dollars (\$1,000,000.00) per occurrence.

17. Indemnity. Tenant hereby releases County from any loss or damage suffered by Tenant or any third party as a result of Tenant's use of the Premises and/or Airport, and Tenant hereby agrees to indemnify and hold harmless and defend County from and against all liabilities, claims, demands, settlements, actions, costs and expenses (including reasonable attorneys' fees) of any kind or nature, legal or equitable, arising from injury or death to persons or damages to property in any way arising out of, or related to, Tenant's use of the Premises, Airport or this Lease, provided, that said indemnification shall not extend to damages resulting from the negligent acts or willful misconduct of County, its employees, contractors or agents, and provided further that any such indemnification or defense shall be limited as specified in Tenant's insurance policy.

18. Compliance with Environmental, Health & Safety and Other Applicable Laws. Tenant shall comply with all applicable environmental, safety and health laws and regulations. Tenant shall not interfere with the environmental clean-up or restoration actions of County, or any of their contractors. Tenant shall also comply with any and all other applicable federal and state

laws, rules and regulations, all applicable provisions of the County Code, and the Airport Rules and Regulations.

19. Required FAA Provisions.

- (a) **Exclusive Rights.** Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Lease are non-exclusive and the County herein reserves the right to grant similar privileges to other Tenants.
- (b) **Title VI Nondiscrimination.** The Tenant for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Tenant will use the Premises in compliance with all other requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate the Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.
- (c) **General Civil Rights.** The Tenant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Tenant transfers its obligation to another, the transferee is obligated in the same manner as the Tenant. This provision obligates the Tenant for the period during which the property is used by the Tenant and the airport remains obligated Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

20. Default.

- (a) **Tenant Event of Default.** An “Tenant Event of Default” under this lease means the occurrence of any of the following:
 - i. Tenant breaches any provision of or defaults under this lease, and such breach or default is not cured or remedied within thirty (30) days after written notice of such breach or default, provided that County may extend said cure-period for an additional ninety (90)

days upon good cause shown, and provided further that County's remedies for default in rent payments shall not be subject to these notice requirements.

- ii. Tenant files a petition in bankruptcy or for reorganization or for any arrangement pursuant to any present or future federal bankruptcy act or under any similar federal or state law, or shall be adjudicated a bankrupt or insolvent or shall make an assignment for the benefit of its creditors.
- iii. A receiver, trustee or liquidator of Tenant or of all or substantially all of the property of Tenant, including the leased Premises, shall be appointed in any proceeding.

(b) Termination for Tenant Event of Default. Upon the occurrence of any Tenant Event of Default:

- i. County may terminate this Lease and the Term hereof without any right on the part of Tenant to waive the forfeiture by payment of any sum due or by performance of any other condition, term or covenant broken or in any other manner to reinstate this Lease; upon such termination, County shall be entitled to retain and to recover: (1) all Rent that shall have accrued through the date of termination, plus (2) any other reasonable amount necessary to compensate County for all damages, if any, caused by Tenant's failure to perform its obligations under this Lease (including, without limitation, reasonable attorneys' fees, disbursements and other charges, and costs of alterations of the Leased Premises); and
- ii. The County may terminate Tenant's right of possession and may repossess the Leased Premises by legal proceedings or otherwise, with or without terminating this Lease, after reentry or retaking or recovering of the Leased Premises, whether by termination of this Lease or not, County may re-let the same or a portion thereof for such rent and upon such terms as are commercially reasonable and be deemed advisable by County; and whether or not the Leased Premises are re-let, Tenant shall be liable for the losses and damages provided for and pursuant to Lease; provided however, if County seeks to recover lost rent from Tenant, County shall attempt to mitigate its losses by using good faith efforts to re-let the Leased Premises; and
- iii. County may exercise any other right, remedy, or privilege that may be available to it under this Lease or under applicable federal, state, or local law.

(c) Remedies. All remedies of County shall be cumulative and the election of one shall not preclude the exercise of another, at the same time or subsequently. County shall be required hereby to mitigate any of its damages hereunder. No termination of this Lease, cure by County of any Tenant Event of Default hereunder, repossession or re-letting of the Leased Premises, exercise of any remedy or collection of any damages shall relieve Tenant of any of its obligations hereunder.

(d) County Event of Default. In the event that County fails to perform or observe any obligations under this Lease, and any such failure is not cured or remedied within thirty (30) days after written notice of such breach or default (provided that such cure period shall

be extended by Tenant for up to an additional ninety (90) days if such breach or default cannot reasonably be cured within the initial thirty (30) days and the County demonstrates to Tenant that County is diligently attempting to cure the same), then such failure shall, unless and until cured or remedied, constitute a “**County Event of Default**” under this Lease; provided that any such breach or default shall not be on account of any action or inaction on the part of another party. Tenant shall have no claim or rights against County with respect to any failure by County unless an uncured County Event of Default shall exist. Upon such event of default, Tenant may terminate this Lease.

(e) **Force Majeure.** Neither Tenant nor County shall be in default under this Lease if such performance of any obligation, duty or act is delayed or prevented by or due to events of Force Majeure.

- i. Notwithstanding any other provision herein, the term “**Force Majeure**” shall mean any delay in completing or performing any obligation under this Lease which arises from acts of God, labor disputes, fire, freight embargos, unavoidable casualty, flood (assuming the Tenant has taken reasonable precautions), earthquake, epidemic, civil disturbance, terrorism, war, riot, sabotage (by persons other than Tenant, its agents, employees or assigns), the discovery of archeological remains or objects of antiquity, the discovery of Hazardous Materials in, on or under the Land other than those that were brought to the Land by the Tenant, its subcontractors, invitees or tenants, or other similar acts or conditions, each case only to the extent the event in question is beyond the reasonable control and without the fault or negligence of the delayed party or its respective agent, employee or assign.
- ii. In the case of delay due to Force Majeure, the time within which the Party must comply with any of the terms, covenants and conditions of this Lease shall be extended by a period of time equal to the period of time that performance by the Party is delayed or prevented by the causes specified above, provided that within thirty (30) days of the commencement of the cause of delay the Party shall have notified the other Party of the existence of such cause of delay.

21. Notices. Any notice required or permitted to be delivered pursuant to this Lease shall be deemed received when hand delivered to the other party or three (3) days after deposit in the United States mail, postage prepaid, addressed to County or Tenant, or emailed, as the case may be, at the address stated below:

County:
Los Alamos County Airport
c/o Airport Manager
1040 Airport Road
Los Alamos, New Mexico 87544
E-Mail: _____

Tenant:

Either party may give notice of change of address by following the notice procedure set out herein. Any such change of address shall be effective immediately upon receipt by the other party.

22. Successors and Assigns. The terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the successors and/or assigns of the parties hereto.

23. Applicable Law.

(a) **Jurisdiction.** This Lease shall be governed by New Mexico law. Venue for any judicial action shall be either in the First Judicial District Court in Los Alamos County, New Mexico or in the U.S. District Court, District of New Mexico.

(b) **State and Federal Law.** This Lease is subject to all applicable State and Federal laws as well as all articles and conditions of grant agreements entered into between County and the Federal Aviation Administration and the Division of Aviation, Department of Transportation of the State of New Mexico, and nothing contained herein shall be construed to prevent County from making such further commitments as it desires to make to the Federal Government or to the State of New Mexico so as to qualify for further expenditure of federal and/or state funds at the Airport.

(c) **Local Ordinances.** This Lease shall be subject and subordinate to all ordinances of the County of Los Alamos, the Rules and Regulations of the Airport and/or the Minimum Standards for Aeronautical Business Activities at the Airport, as the same may be in effect and amended from time to time.

24. No Waiver of Defaults. The failure of either party to take any action with respect to any default by the other party hereunder shall not be construed as a waiver or relinquishment of the non-defaulting party's right to the future performance of any such terms, covenants or conditions and the defaulting party's obligations in respect to such future performance shall continue in full force and effect.

25. Assignment. Tenant shall not assign this Lease in whole or in part or sublet the Premises without the prior express written consent of the Airport Manager and any attempted unauthorized assignment or subletting shall be void.

26. Liens, Attachments and Encumbrances. Should Tenant permit or cause to be filed of record any encumbrance, attachment or lien against the Premises, such filing shall be deemed a Tenant Event of Default unless cured by Tenant within ninety (90) days of the filing of such encumbrance, attachment or lien or unless within such ninety (90) day period Tenant shall initiate a contest of such encumbrance, attachment or lien in a court of competent jurisdiction.

27. Interpretation.

- (a) **Severability.** It is the intention of the parties hereto that the provisions of this Lease shall be severable with respect to declaration of invalidity of any provision contained herein. Should any provision be found to be void or unenforceable, the remaining provisions shall remain in full force and effect.
- (b) **Headings.** The paragraph headings are for convenience only and do not define, limit or describe the contents of such paragraphs.

28. Modification of Lease. Any modification of this Lease shall be binding only if evidenced in writing signed by both parties.

29. Entire Lease. This Lease constitutes the entire Lease between the parties regarding the subject matter hereof. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease.

30. Legal Recognition of Electronic Signatures. Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

31. Duplicate Original Documents. This document may be executed in counterparts, each of which shall be deemed an original.

(THIS SECTION INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the dates indicated.

TENANT:

Signature

Printed Name

Date: _____

Tenant's Telephone Numbers

Primary: _____

Alternate: _____

**INCORPORATED COUNTY OF
LOS ALAMOS:**

Steven Lynne
County Manager

Date

ATTEST:

Naomi D. Maestas
Los Alamos County Clerk

INCORPORATED COUNTY OF LOS ALAMOS
LOS ALAMOS COUNTY AIRPORT
COMMERCIAL [HANGAR or STORAGE AREA] LEASE AGREEMENT

This Lease ("Lease") is entered into this ____ day of _____, 20____ by and between the Incorporated County of Los Alamos, an incorporated county of the State of New Mexico ("County"), and _____ ("Tenant"), collectively referred to herein as the "Parties".

1. Legal Description and Lease of Premises.

County hereby leases to the Tenant and the Tenant hereby leases from County the following described aircraft [*hangar or storage area*] ("Premises"), being a part of the Los Alamos County Airport ("Airport"), Los Alamos County, New Mexico; to-wit:

[*Hangar or Storage Area*] No. ____ as shown on the Airport Property layout maintained by the Airport Manager which is incorporated here by reference.

2. Rent.

(a) Tenant will pay County monthly rent for the Premises as follows:

The Tenant will pay to the County a monthly rent in the amount of _____ (\$ _____) during the initial term. All rent for any partial month shall be pro-rated at the rate of 1/30th of the monthly rent for each day the Premises are occupied pursuant to this Lease. The rent for the first month is payable in full at the time of delivery to County of an executed original of this Lease and thereafter on or before the first day of any subsequent month this Lease is in force and effect.

(b) All rent and other charges become delinquent ten (10) days after the date they are due, at which time County will impose a penalty charge of interest at the rate of two percent (2 %) per month pro-rated daily from the due date until paid on the amount owing, which penalty shall be immediately due and owing. If all charges, including but not limited to the delinquent penalty, are not paid within twenty (20) days after written notice of the default in payment is sent to Tenant, County may immediately terminate this Lease and exercise all rights of default as provided herein.

(c) Tenant shall not be entitled to refund of the rent, in whole or in part, after this Lease is executed by both parties, if County terminates this Lease for cause. If Tenant terminates this Lease, then County shall refund an amount equal to the then-current monthly rent divided by thirty (30) and multiplied by the number of calendar days remaining in the

month, less a processing fee of \$50. If County terminates this Lease without cause, Tenant shall receive a refund of a part of the rent as described above.

- (d) After the Initial Term, and for each Renewal Term, the monthly rent for that Renewal Term shall be adjusted based the most recent federal CPIU, US City Average, all items (1982-84=100) as prepared by the US Bureau of Labor Statistics. County may also adjust rent based on market conditions. Tenant will be notified no later than thirty (30) days before the applicable monthly rent is due.

3. Lease Term.

- (a) **Initial Term.** The term of this Lease shall begin on _____, 20____, and expire on _____, 20____.
- (b) **Renewal Terms.** This Lease shall continue in effect from year to year, being automatically renewed after each year, unless either party gives written notice of termination, with or without cause, to the other party at least thirty (30) days prior to the end of the initial Lease term or any renewal term thereafter, or unless this Lease is terminated under any other provisions of this Lease. County does not guarantee any future renewal terms.

4. Termination and Surrender. The parties may terminate the Lease as provided herein, provided that the termination of this Lease shall not affect the obligations or liabilities previously incurred or accrued under this Lease.

- (a) **Mutual Termination.** This Lease may be terminated at any time by written agreement of the Parties.
- (b) **Termination by Tenant.** This Lease may be terminated at any time by Tenant upon thirty (30) days written notice. Upon the termination of this Lease, Tenant shall quietly and peacefully remove itself and its property from the Premises and surrender the possession thereof to County. Upon termination of this Lease, County may, in its discretion, declare any property that has not been removed from the Premises as abandoned property subject to removal and disposal without liability of any kind to County, and repair any resulting damage, and Tenant agrees to promptly reimburse County for any and all costs and expenses County may incur.
- (c) **Termination by County.** County may terminate this Lease at any time upon thirty (30) days written notice. If County terminates this Lease without cause, County shall refund an amount equal to the then-current monthly rent divided by thirty (30) and multiplied by the number of calendar days remaining in the month. If County terminates this Lease for cause, Tenant shall not be entitled to refund of the rent, in whole or in part.

5. Use of Premises.

- (a) **Authorized Use.** Tenant agrees the Premises shall only be used for those purposes directly involved with, makes possible, facilitates, is related to, assists in, or is required for the safe operation of an aircraft and/or the aeronautical activities expressly authorized in this Lease, and for no other purposes, without the express written consent of the Airport Manager.
- (b) **Occupancy.** Tenant agrees to occupy the Premises only while engaged in activities necessary to directly support the authorized use of the Premises. Tenant shall not use the Premises as a residence, office, or crew-quarters.
- (c) **Commercial Activities.** Tenant is authorized to use the Premises to operate the following aeronautical business, as defined and stipulated by the Airport Minimum Standards: *[Business]*. Said use shall be limited to Tenant and no other persons, entities or businesses. Should the Tenant not actively be engaged in the *[business]* for a period exceeding three (3) months, the County reserves the right to rescind its approval for such activities and/or terminate this Lease.
- (d) **Storage of Aircraft.** Tenant may store an aircraft ("Aircraft"), in the Premises, in which Tenant has an ownership or leasehold interest. Aircraft must be maintained in an airworthy condition as evidenced by a Federally issued Airworthiness Certificate and aircraft log books. County may, upon thirty (30) days written notice, remove, relocate and/or store any non-airworthy aircraft at Tenant's sole expense. Tenant shall notify Airport Manager within ten (10) days of selling and/or replacing Aircraft.
- (e) **Storage of Support Items.** Tenant may store, in the Premises, only those supplies, materials, parts, tools, equipment, and other items necessary, and limited to quantities sufficient, to directly support the authorized use of the Premises. All hazardous substances must be labeled, stored, used and disposed of in accordance with all local, state and federal requirements. All flammables shall be stored in approved safety containers and storage cabinets. Storage of flammables, including aircraft fuel external to the Aircraft, shall be limited to a maximum of five (5) gallons without the express written approval of the Airport Manager and Fire Marshall. Storage of support items shall not create a hazard or restrict access/movement of any stored Aircraft. Support items shall not be stored outside of the Premises. A vehicle may be parked in the Premises while the Aircraft, if any, is in use.
- (f) **Aircraft Maintenance.** Aircraft maintenance may be performed in and around the Premises provided that it is conducted in a manner consistent with Federal Aviation Regulations and industry standards for such work. ~~Aircraft maintenance may be performed in the Premises. Aircraft engine runs, taxi operations, fueling, defueling, welding, open flame soldering, charging batteries unattended, sanding, stripping, priming, painting, sealing, and fiberglass work in the Premises is prohibited.~~

- (g) **Aircraft Construction.** In the event Tenant wishes to occupy the premises for the purpose of constructing and aircraft, Tenant shall notify the Airport Manager in writing and provide a description of the aircraft to be constructed and the anticipated timeline for construction of the aircraft. Tenant shall provide, in writing, any other information the Airport Manager requests relating to the aircraft construction activities. ~~Aircraft construction shall not be performed in or around the Premises.~~
- (h) **Unauthorized Use.** Any unauthorized use of the Premises by the Tenant, its employees, agents or invitees, shall be considered a Tenant Event of Default, as described herein. The determination of whether Tenant is in material default of this Lease as a result of use shall be determined in the sole discretion of the Airport Manager.

6. Condition and Care of Premises.

- (a) **Condition of the Premises.** The Airport Manager and Tenant have inspected the Premises prior to the execution of this Lease and documented any existing defects and attached as reference to this Lease. Tenant hereby accepts the Premises in its present condition without any liability or obligation on the part of County to make any alterations, improvements or repairs of any kind which would constitute a change to the present condition of the Premises.
- (b) **Tenant Responsibility for Care.** Tenant shall keep the Premises, and the area immediately adjoining the Premises, neat, clean and free of grease, oil, rags, paper and other debris. Dust, fumes, noise and refuse shall be mitigated and contained in a manner as to not create a hazard or nuisance. Cleaning up of spills or other debris thereon shall be the responsibility of Tenant. Tenant shall immediately clean up any spills of hazardous substances and notify the fire department of any flammable liquid spills in excess of one (1) gallon. After ten (10) days written notice by County of an unacceptable condition, County will remedy the condition and bill Tenant for the expenses thereof, plus fifteen (15) percent, which Tenant agrees to pay within twenty (20) days of receipt of such billing statement.
- (c) **County Responsibility for Care.** County will maintain the structural components of the Premises, including doors and door mechanisms, and will maintain light fixtures, bulbs, and electrical components of the Premises, and perform normal building maintenance without additional cost to Tenant. County will provide snow removal in accordance with the Airport Rules and Regulations.
- (d) **Damage and Repairs.** Tenant shall immediately report to the Airport Manager any damage or defect to the Premises. Tenant shall be responsible for the cost to repair any damage to the Premises, or other County property, resulting from Tenant's direct actions, inactions, and/or neglect. In such circumstances, Tenant agrees to pay the costs of repair, plus fifteen (15) percent, within twenty (20) days of receipt of such invoice statement.

- (e) **Premises Doors and Security.** Tenant shall not place a personal lock on Premises doors and must use only the locks installed on the Premises by County. County shall provide Tenant keys for all Premises doors. Tenant shall be responsible for all costs associated with lost keys and/or damaged doors. Premises doors shall remain locked when not occupied. The large [*hangar or storage area*] door shall be operated in accordance with the following restrictions: 1) door locks and stays shall be unlocked, and the door, tracks, and threshold shall be clear during operation and, 2) door shall be closed and locked when wind speeds are equal to or greater than 40 MPH.
7. **Fire Safety.** Smoking is prohibited in or around the Premises. Extension cords, and/or surge protectors shall not be used to gain additional outlets, attached to any part of the structure of the Premises, extended through walls, ceilings, under doors or floor coverings, daisy-chained, or positioned such in a manner that could damage the cord. Existing wiring, outlets and/or fixtures shall not be modified. Access to county-provided fire extinguishers shall not be obstructed or obscured from view. Tenant shall immediately notify the Airport Manager if the fire extinguisher is discharged at any time, or a fire extinguisher is determined to be non-serviceable.
8. **Improvements to Premises.**
- (a) **Improvements to the Premises.** Modifications, additions, installations, attachments, painting, marking, defacing, drilling, cutting, bending, or any other type of alteration (collectively, “Improvements”) to the Premises is prohibited without the express written consent of the Airport Manager, which authorization may be given or denied in County’s sole discretion. Tenant shall make no Improvements other than those Improvements specifically authorized by County. Any authorized Improvements shall be made at the sole expense of Tenant.
- (b) **Removal of Improvements.** Upon the termination of this Lease, Tenant shall remove any Improvements and repair any resulting damage to the Premises, at its sole expense. County may, with express written consent, allow the Improvements to remain on the Premises without any payment or compensation to the Tenant.
9. **County Access to Premises.** County reserves the right to enter the Premises at any time and by whatever means necessary for purposes including, but not limited to making necessary repairs and improvements, supplying necessary services, inspecting for compliance, exhibiting to workers, contractors or perspective tenants, responding to emergencies, complying with a court order, or when County reasonably believes Tenant has abandoned or surrendered the Premises.
10. **Emergency Removal of Personal Property.** In the event of an emergency, or other similar situation, and reasonable notice is not possible or practical, County may remove, relocate

and/or store personal property, including Aircraft. County shall exercise reasonable care in removing, relocating and/or storing personal property, including aircraft, pursuant to this paragraph.

11. Substitution of Premises. County reserves the right to require the Tenant to use a substitute space, whether it has a *[hangar or storage area]*. If the substitution of the Premises is unacceptable to the Tenant, the Tenant may terminate this Lease.

12. Utilities and Services.

(a) **Electricity.** Tenant shall acquire and pay for electrical service to the Premises.

(b) **Refuse.** Tenant shall supply any needed refuse containers within the Premises. County shall provide a refuse container for Tenant to use, in common with other Airport users, to dispose of refuse directly related to the support of the authorized uses of the Premises. Use of the refuse container to dispose of hazardous substances or refuse not directly related to the authorized uses of the Premises is strictly prohibited.

(c) **Waste Oil.** County shall provide a waste oil bowser for Tenant to use, in common with other Airport users, to dispose aircraft engine oil. Use of waste oil bowser to dispose of any fluids other than aircraft engine oil is strictly prohibited.

(d) **Aircraft Washing.** County shall provide an area for Tenant to use, in common with other Airport users, for aircraft washing. Use of the area is limited to aircraft only; washing of vehicles, equipment, parts or other personal property is strictly prohibited.

13. Use of Airport. Tenant shall have use, in common with other Airport users, of aircraft operating areas, public roads and parking lots during the pendency of the Lease. This Lease shall not be construed to convey to Tenant the exclusive use of any part of the Airport except the Premises described in Section 1 herein.

14. Closure of the Airport. County may close the Airport, or areas of the Airport, in the event of inclement weather, an emergency, at the request of the state or federal governments, as may be required by local, state or federal regulation, or as deemed necessary by the County. County will attempt, as circumstances permit, to provide reasonable advance notice of an Airport closure. Closure of the Airport by the County pursuant to this paragraph shall not abate or excuse the tenant for any duty or obligation under this lease.

15. Required Documentation. During the term of this Lease, Tenant shall acquire and keep current all licenses, certificates, registrations, insurances, and other documentation as required by local, state and federal regulations for the uses and activities associated with this Lease. Tenant shall submit the following documentation to the County and update any changes within ten (10) days:

(a) **FAA Documents:** Current Operating Certificate or License.

(b) **Aircraft Documents, if Storing an Aircraft:**

- i. FAA Aircraft registration and contact information for all Aircraft owners.
- ii. Evidence of ownership or leasehold of Aircraft, if not registered to Tenant.
- iii. Current FAA Airworthiness Certificate.

(c) **Proof of insurance:** Current declarations page, listing County as additional insured, with minimums required herein.

16. Required Insurance. During the term of this Lease, Tenant shall maintain in force and effect the following insurance, listing County as an additional insured, in such minimum amounts as are specified in the New Mexico Tort Claims Act, Sections 41-4-1 et seq., NMSA (1978), as amended from time to time:

(a) **Aircraft Liability Insurance:** One Million Dollars (\$1,000,000.00) per occurrence, if storing an aircraft.

(b) **General Liability Insurance for property damage, injury or death resulting from occurrences on the Airport:** One Million Dollars (\$1,000,000.00) per occurrence.

17. Indemnity. Tenant hereby releases County from any loss or damage suffered by Tenant or any third party as a result of Tenant's use of the Premises and/or Airport, and Tenant hereby agrees to indemnify and hold harmless and defend County from and against all liabilities, claims, demands, settlements, actions, costs and expenses (including reasonable attorneys' fees) of any kind or nature, legal or equitable, arising from injury or death to persons or damages to property in any way arising out of, or related to, Tenant's use of the Premises, Airport or this Lease, provided, that said indemnification shall not extend to damages resulting from the negligent acts or willful misconduct of County, its employees, contractors or agents, and provided further that any such indemnification or defense shall be limited as specified in Tenant's insurance policy.

18. Compliance with Environmental, Health & Safety and Other Applicable Laws. Tenant shall comply with all applicable environmental, safety and health laws and regulations. Tenant shall not interfere with the environmental clean-up or restoration actions of County, or any of their contractors. Tenant shall also comply with any and all other applicable federal and state laws, rules and regulations, all applicable provisions of the County Code, and the Airport Rules and Regulations.

19. Required FAA Provisions.

- (a) **Economic Nondiscrimination.** Tenant agrees to 1) furnish commercial services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- (b) **Exclusive Rights.** Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Lease are non-exclusive and the County herein reserves the right to grant similar privileges to other Tenants.
- (c) **Title VI Nondiscrimination.** The Tenant for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Tenant will use the Premises in compliance with all other requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate the Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.
- (d) **General Civil Rights.** The Tenant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Tenant transfers its obligation to another, the transferee is obligated in the same manner as the Tenant. This provision obligates the Tenant for the period during which the property is used by the Tenant and the airport remains obligated Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

20. Default.

- (a) **Tenant Event of Default.** An “Tenant Event of Default” under this lease means the occurrence of any of the following:
 - i. Tenant breaches any provision of or defaults under this lease, and such breach or default is not cured or remedied within thirty (30) days after written notice of such breach or default, provided that County may extend said cure-period for an additional ninety (90)

days upon good cause shown, and provided further that County's remedies for default in rent payments shall not be subject to these notice requirements.

- ii. Tenant files a petition in bankruptcy or for reorganization or for any arrangement pursuant to any present or future federal bankruptcy act or under any similar federal or state law, or shall be adjudicated a bankrupt or insolvent or shall make an assignment for the benefit of its creditors.
- iii. A receiver, trustee or liquidator of Tenant or of all or substantially all of the property of Tenant, including the leased Premises, shall be appointed in any proceeding.

(b) Termination for Tenant Event of Default. Upon the occurrence of any Tenant Event of Default:

- i. County may terminate this Lease and the Term hereof without any right on the part of Tenant to waive the forfeiture by payment of any sum due or by performance of any other condition, term or covenant broken or in any other manner to reinstate this Lease; upon such termination, County shall be entitled to retain and to recover: (1) all Rent that shall have accrued through the date of termination, plus (2) any other reasonable amount necessary to compensate County for all damages, if any, caused by Tenant's failure to perform its obligations under this Lease (including, without limitation, reasonable attorneys' fees, disbursements and other charges, and costs of alterations of the Leased Premises); and
- ii. The County may terminate Tenant's right of possession and may repossess the Leased Premises by legal proceedings or otherwise, with or without terminating this Lease, after reentry or retaking or recovering of the Leased Premises, whether by termination of this Lease or not, County may re-let the same or a portion thereof for such rent and upon such terms as are commercially reasonable and be deemed advisable by County; and whether or not the Leased Premises are re-let, Tenant shall be liable for the losses and damages provided for and pursuant to Lease; provided however, if County seeks to recover lost rent from Tenant, County shall attempt to mitigate its losses by using good faith efforts to re-let the Leased Premises; and
- iii. County may exercise any other right, remedy, or privilege that may be available to it under this Lease or under applicable federal, state, or local law.

(c) Remedies. All remedies of County shall be cumulative and the election of one shall not preclude the exercise of another, at the same time or subsequently. County shall be required hereby to mitigate any of its damages hereunder. No termination of this Lease, cure by County of any Tenant Event of Default hereunder, repossession or re-letting of the Leased Premises, exercise of any remedy or collection of any damages shall relieve Tenant of any of its obligations hereunder.

(d) County Event of Default. In the event that County fails to perform or observe any obligations under this Lease, and any such failure is not cured or remedied within thirty (30) days after written notice of such breach or default (provided that such cure period shall

be extended by Tenant for up to an additional ninety (90) days if such breach or default cannot reasonably be cured within the initial thirty (30) days and the County demonstrates to Tenant that County is diligently attempting to cure the same), then such failure shall, unless and until cured or remedied, constitute a “**County Event of Default**” under this Lease; provided that any such breach or default shall not be on account of any action or inaction on the part of another party. Tenant shall have no claim or rights against County with respect to any failure by County unless an uncured County Event of Default shall exist. Upon such event of default, Tenant may terminate this Lease.

(e) **Force Majeure.** Neither Tenant nor County shall be in default under this Lease if such performance of any obligation, duty or act is delayed or prevented by or due to events of Force Majeure.

- i. Notwithstanding any other provision herein, the term “**Force Majeure**” shall mean any delay in completing or performing any obligation under this Lease which arises from acts of God, labor disputes, fire, freight embargos, unavoidable casualty, flood (assuming the Tenant has taken reasonable precautions), earthquake, epidemic, civil disturbance, terrorism, war, riot, sabotage (by persons other than Tenant, its agents, employees or assigns), the discovery of archeological remains or objects of antiquity, the discovery of Hazardous Materials in, on or under the Land other than those that were brought to the Land by the Tenant, its subcontractors, invitees or tenants, or other similar acts or conditions, each case only to the extent the event in question is beyond the reasonable control and without the fault or negligence of the delayed party or its respective agent, employee or assign.
- ii. In the case of delay due to Force Majeure, the time within which the Party must comply with any of the terms, covenants and conditions of this Lease shall be extended by a period of time equal to the period of time that performance by the Party is delayed or prevented by the causes specified above, provided that within thirty (30) days of the commencement of the cause of delay the Party shall have notified the other Party of the existence of such cause of delay.

21. Notices. Any notice required or permitted to be delivered pursuant to this Lease shall be deemed received when hand delivered to the other party or three (3) days after deposit in the United States mail, postage prepaid, addressed to County or Tenant, or emailed, as the case may be, at the address stated below:

County:
Los Alamos County Airport
c/o Airport Manager
1040 Airport Road
Los Alamos, New Mexico 87544
E-Mail: _____

Tenant:

Either party may give notice of change of address by following the notice procedure set out herein. Any such change of address shall be effective immediately upon receipt by the other party.

22. Successors and Assigns. The terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the successors and/or assigns of the parties hereto.

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- (a) **Jurisdiction.** This Lease shall be governed by New Mexico law. Venue for any judicial action shall be either in the First Judicial District Court in Los Alamos County, New Mexico or in the U.S. District Court, District of New Mexico.
- (b) **State and Federal Law.** This Lease is subject to all applicable State and Federal laws as well as all articles and conditions of grant agreements entered into between County and the Federal Aviation Administration and the Division of Aviation, Department of Transportation of the State of New Mexico, and nothing contained herein shall be construed to prevent County from making such further commitments as it desires to make to the Federal Government or to the State of New Mexico so as to qualify for further expenditure of federal and/or state funds at the Airport.
- (c) **Local Ordinances.** This Lease shall be subject and subordinate to all ordinances of the County of Los Alamos, the Rules and Regulations of the Airport and/or the Minimum Standards for Aeronautical Business Activities at the Airport, as the same may be in effect and amended from time to time.

24. No Waiver of Defaults. The failure of either party to take any action with respect to any default by the other party hereunder shall not be construed as a waiver or relinquishment of the non-defaulting party's right to the future performance of any such terms, covenants or conditions and the defaulting party's obligations in respect to such future performance shall continue in full force and effect.

25. Assignment. Tenant shall not assign this Lease in whole or in part or sublet the Premises without the prior express written consent of the Airport Manager and any attempted unauthorized assignment or subletting shall be void.

26. Liens, Attachments and Encumbrances. Should Tenant permit or cause to be filed of record any encumbrance, attachment or lien against the Premises, such filing shall be deemed a Tenant Event of Default unless cured by Tenant within ninety (90) days of the filing of such encumbrance, attachment or lien or unless within such ninety (90) day period Tenant shall initiate a contest of such encumbrance, attachment or lien in a court of competent jurisdiction.

27. Interpretation.

(a) **Severability.** It is the intention of the parties hereto that the provisions of this Lease shall be severable with respect to declaration of invalidity of any provision contained herein. Should any provision be found to be void or unenforceable, the remaining provisions shall remain in full force and effect.

(b) **Headings.** The paragraph headings are for convenience only and do not define, limit or describe the contents of such paragraphs.

28. Modification of Lease. Any modification of this Lease shall be binding only if evidenced in writing signed by both parties.

29. Entire Lease. This Lease constitutes the entire Lease between the parties regarding the subject matter hereof. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease.

30. Legal Recognition of Electronic Signatures. Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

31. Duplicate Original Documents. This document may be executed in counterparts, each of which shall be deemed an original.

(THIS SECTION INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the dates indicated.

TENANT:

Signature

Printed Name

Date: _____

Tenant Telephone Numbers:

Primary: _____

Alternate: _____

Tenant CRS No: _____

**INCORPORATED COUNTY OF
LOS ALAMOS:**

Steven Lynne
County Manager

Date

ATTEST:

Naomi D. Maestas
Los Alamos County Clerk

NOTICE OF ORDINANCE NO. 715

STATE OF NEW MEXICO, COUNTY OF LOS ALAMOS

Notice is hereby given that the Council of the Incorporated County of Los Alamos, State of New Mexico, has directed publication of Los Alamos County Ordinance No. 715. This will be considered by the County Council at an open meeting on Thursday, July 12, 2022, at 6:00 p.m., at the Los Alamos County Municipal Building: 1000 Central Avenue, Los Alamos, New Mexico 87544. The full copy is available for inspection or purchase, during regular business hours, in the County Clerk's Office: 1000 Central Avenue, Suite 240.

INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 715

AN ORDINANCE AUTHORIZING THE COUNTY MANAGER OR DESIGNEE TO EXECUTE LEASES FOR HANGARS AT THE LOS ALAMOS COUNTY MUNICIPAL AIRPORT

Council of the Incorporated County of Los Alamos

By: /s/ Randall T. Ryti, Council Chair

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

LA DAILY POST,

Publication Date: Thursday, June 30, 2022

Type of Publication: Notice of Public Hearing of Ordinance No. 715

Invoice: Los Alamos County Clerk's Office



County of Los Alamos

Staff Report

July 12, 2022

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: B.

Index (Council Goals): * 2022 Council Goal - N/A

Presenters: Juan Rael, Public Works Director

Legislative File: RE0499-22

Title

Approval of Incorporated County of Los Alamos Resolution No. 22-12 Endorsing the North Central Regional Transit District's FY2023 Budget Proposal, Approval of the FY2023 Los Alamos County Regional Service Plan and Direct the County Manager to Submit the FY2023 Los Alamos County Regional Service Plan to the North Central Regional Transit District Board of Directors

..Recommended Motion

I move that the Council approve Incorporated County of Los Alamos Resolution No. 22-12 Endorsing the North Central Regional Transit District's FY2023 Budget Proposal, Approve the FY2023 Los Alamos County Regional Service Plan and Direct the County Manager to Submit the FY2023 Los Alamos County Regional Service Plan to the North Central Regional Transit District Board of Directors.

County Manager's Recommendation

The County Manager recommends that Council approve the Resolution as presented.

Body

The North Central Regional Transit District (NCRTD) has proposed Regional Transit Gross Receipts Tax allocation to Los Alamos County for FY 2023 (July 1, 2022 - June 30, 2023) in the amount of \$1,821,640. Per NCRTD resolution, members are to submit locally approved service plans to the NCRTD Board of Directors for consideration and approval. The next NCRTD Board of Directors meeting will occur on August 5, 2022, where Resolution No. 22-12 and the accompanying Los Alamos County Service Plan will be considered. Staff has presented a service plan that exceeds the amount of the FY23 NCRTD award amount in order to show the need for additional funding in future years and assure the County can be fully reimbursed for the FY23 award.

Attachments

- A - Incorporated County of Los Alamos Resolution No. 22-12
- B - Legal Notice of Publication
- C - FY23 Service Plan

INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 22-12

A RESOLUTION ENDORSING THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT'S FY2023 BUDGET PROPOSAL, APPROVING THE FY2023 LOS ALAMOS COUNTY REGIONAL TRANSIT PLAN AND DIRECTING STAFF TO SUBMIT THE FY2023 LOS ALAMOS COUNTY REGIONAL TRANSIT PLAN TO THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT BOARD OF DIRECTORS FOR CONSIDERATION AND APPROVAL

WHEREAS, the North Central Regional Transit District ("NCRTD" or "District") was created in 2004 by agreement between the City of Espanola, the Incorporated County of Los Alamos, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, San Juan Pueblo (also known as Ohkay Owingeh), Santa Clara Pueblo, the City of Santa Fe, Santa Fe County, and Tesuque Pueblo; and

WHEREAS, the District has subsequently added Nambé Pueblo, Taos County, Town of Taos, Town of Edgewood, and the Village of Chama to its membership; and

WHEREAS, regional transit gross receipt taxes redistributed by NCRTD is an important and significant local funding source for transit; and

WHEREAS, the District has developed a funding allocation formula that allocates funding for regional transit services to the Incorporated County of Los Alamos ("County"); and

WHEREAS, NCRTD Resolution 2009-07 provides that "The NCRTD Board has the authority and duty to monitor the use of funds it furnishes to District members, to coordinate the overall transportation policy within its service area and to account to the State of New Mexico for its activities."; and

WHEREAS, the coordination of District members' service plans with NCRTD is key to an effective regional transit system; and

WHEREAS, each member must submit locally approved service plans to the NCRTD Board in order for such plans to be included in the NCRTD Regional Service Plan which ensures that transit services funded by the regional transit gross receipts tax meet the criteria established by NCRTD Resolution 2011-10, as amended, and that regional transit services are effectively coordinated by NCRTD; and

WHEREAS, the existing services provided by County have been deemed by the District to meet the definition of "regional public transit" as adopted by the NCRTD Board and incorporated into its financial policies by NCRTD Resolution 2011-10, as amended; and

WHEREAS, NCRTD has identified funding in its FY2023 operating budget to keep

the aforementioned regional services, operated by County, funded and running through FY2023;

and

WHEREAS, NCRTD shall reimburse County for said regional transit services, upon receipt of invoices for services delivered, up to an FY2023 total of ONE MILLION EIGHT HUNDRED TWENTY-ONE THOUSAND SIX HUNDRED FORTY DOLLARS (\$1,821,640.00).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE INCORPORATED COUNTY OF LOS ALAMOS that the Council hereby endorses the proposed FY2023 NCRTD budget that continues to fund regional transit services, as identified above, that the Incorporated County of Los Alamos currently provides on behalf of NCRTD, and that the regional services compose and are approved as the Los Alamos County Regional Transit Plan for FY2023, and upon approval by the NCRTD Board of Directors, are incorporated in the NCRTD Regional Service Plan.

PASSED AND ADOPTED this 12th day of July 2022.

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

**Randall T. Rytz,
Council Chair**

ATTEST: (Seal)

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

NOTICE OF RESOLUTION NO. 22-12

STATE OF NEW MEXICO, COUNTY OF LOS ALAMOS

Notice is hereby given that the Council of the Incorporated County of Los Alamos, State of New Mexico, has directed publication of Los Alamos County Resolution No. 22-12. This will be considered by the County Council at an open meeting on Tuesday, July 12, 2022, at 6:00 p.m., at 1000 Central Avenue, Los Alamos, New Mexico 87544. The full copy is available for inspection or purchase, during regular business hours, in the County Clerk's Office: 1000 Central Avenue, Suite 240.

INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 22-12

A RESOLUTION ENDORSING THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT'S FY2023 BUDGET PROPOSAL, APPROVING THE FY2023 LOS ALAMOS COUNTY REGIONAL TRANSIT PLAN AND DIRECTING STAFF TO SUBMIT THE FY2023 LOS ALAMOS COUNTY REGIONAL TRANSIT PLAN TO THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT BOARD OF DIRECTORS FOR CONSIDERATION AND APPROVAL

By: /s/ Randall T. Ryti, Council Chair

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

LA DAILY POST

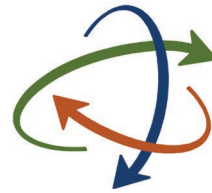
Publication Date: Thursday, June 30, 2022

Type of Publication: Notice of Public Hearing of Resolution No. 22-12

Invoice: Los Alamos County Clerk's Office



LOS ALAMOS



ATOMIC CITY
TRANSIT

**Los Alamos County (LAC) FY23 Service Plan
Submitted to the North Central Regional Transit District (NCRTD)
for the Distribution of Transit Gross Receipts Tax**

Tuesday, June 28, 2022

	<u>FY23 Cost Estimates</u>
<u>Continuation of Existing NCRTD Funded Routes</u>	
White Rock Connections (Park & Ride, White Rock & NCRTD Linked)	\$ 750,000
Enhanced Services (Park & Ride and White Rock Linked)	\$ 550,000
<i>Note: 30 minute service all day Route 3 & 4 Peak Service on Route 6 and Route 1</i>	
Route 11 Afternoon Express (White Rock to Los Alamos)	\$ 100,000
Pilot seasonal weekend service from White Rock to Los Alamos	\$ 200,000
Continuation of Existing NCRTD Routes:	\$ 1,600,000

LAC FY23 Billable Capital

Capital purchases (Vehicles, Bus Shelters & Bus Stops, AVA System, Upgrades to Bus Shelters, and Bus Stop Improvements, Upgrade or replacement of existing vehicle video & audio system, ITS equipment replacements)	\$ 300,000
--	------------

FY23 ESTIMATED BILLABLE: \$ 1,900,000

FY23 NCRTD GRT BUDGETED FOR LAC: \$ 1,821,640
Estimated Amount Underfunded in FY23: \$ (78,360)

Notes: Cost of routes and capital listed are estimates. Routes will be billed on a quarterly basis using the Allocated Cost Method, which allocates actual expenses by actual miles, hours, and vehicles. Actual costs of capital will be billed on a quarterly basis.



County of Los Alamos

Staff Report

July 12, 2022

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: A.

Index (Council Goals): * 2022 Council Goal - N/A

Presenters: Wayne Kohlrust, Project Manager, Juan Rael, Public Works Director and Linda Matteson, Deputy County Manager

Legislative File: 15681-22

Title

Consideration and Selection of a Conceptual Design Option for the Women's Army Corp (WAC) Building

..Recommended Motion

I move that Council select conceptual design option _____ for the WAC Building and proceed to final design of the project.

County Manager's Recommendation

The County Manager recommends that Council select conceptual design option 1a to move forward to final design.

Body

According to historical records, the Women's Army Corp. or WAC building was constructed in 1943 during the Manhattan Project as a dormitory to house members of the WAC. In 2019, the County was approached by the Christian Science Society about their desire to sell the property. County Council approved the purchase of the property and the sale closed in early 2020.

To determine an appropriate renovation and reuse of the property, the County contracted with Mullen-Heller Architecture under a services agreement to perform the design and public engagement services necessary to develop the project. To date, the design team has obtained public and stakeholder input through a series of public meetings and developed four concepts (Options 1, 1a, 2 and 3) along with estimated costs for the public and County Council to consider before proceeding on one preferred option for final design. Another part of the scope of services is to investigate the process to register the facility with the Register of Historic Places with the U.S. National Park Service and State of New Mexico Department of Cultural Affairs. This historic investigation is taking place in parallel with the design efforts so that the conceptual design options can be informed by the discovered historical features of the building. A major goal of the project is to assess the building and site, determine a programmed use through community engagement and provide construction documents that will meet the program needs, yet not lose the historic character and significance of the building.

Attachment B contains the draft Historic Evaluation and Preservation Plan for the building. This plan was developed by Mullen-Heller. The conceptual design options have been filtered through the Preservation Plan lens. Option 3, which disturbs the Character Defining Features more than the other three options, is in the least conformance to the Rehabilitation guidelines outlined in the

Preservation Plan. The plan is in final review with both Mullen-Heller and Los Alamos County and is expected to be finalized by the end of August 2022.

This item is an opportunity for staff and Mullen-Heller Architecture will share their work to date (Attachment A), including an update on the results of the public engagement process which took place in December and the historic evaluation. Mullen-Heller will also discuss in detail the four conceptual designs along with rough order of magnitude estimated costs associated with each option for Council consideration. To continue with development of final design and refined cost estimates, one concept needs to be selected.

Attachment C provides an evaluation matrix to serve as a qualitative tool to compare the four conceptual design options. This matrix considers the following criteria or attributes:

--Supports National Park Service/Manhattan Project National Historical Park: This criterion rates how each design option answers the questions, "Does the design support the NPS/MPNHP? Does design give MPNHP better or equal space to existing space?"

--Historic Fabric/Integrity: This criterion rates the level to which each design option maintains the original interior features and layout of the building

--Exhibit Space: This criterion rates the level to which each design option accommodates exhibit space

--Housing: This criterion rates how each design option accommodates housing including the quantity of units

--Maintenance & Operations: This criterion rates the complexity and level of effort for operations and maintenance involved with each design option (i.e. office space vs. housing vs. public access; multi-use and shared spaces; multiple lease and/or service agreements; etc.)

--Estimated Costs: Compares the preliminary estimated re-development or improvement costs associated with each design option.

County staff utilized this matrix as a basis for the staff recommendation for the conceptual option.

Once the conceptual design option is selected, the next steps on this project will be development of schematic design and construction/bid documents. It is anticipated that this project will go out for bid for construction in Spring 2023.

Alternatives

Council could ask for more options to be considered or explored before selection of an option is made.

Fiscal and Staff Impact/Planned Item

Funding for the project is comprised FY 2021 CIP funds in the amount of \$350,000 for design. A construction funding projected placeholder in the amount \$3,650,000 is currently shown in the Capital Improvement Project Fund Budget Summary for FY 2024 (FY 2023-2024 Biennial Budget).

Attachments

A - Council Presentation for 7-12-22

B - DRAFT Historic Evaluation and Preservation Plan for WAC Building

C - Option Evaluation Matrix



County Council Presentation

LAC Women's Army Corps Dormitory

07-12-2022

ATTACHMENT A



LOS ALAMOS
where discovery and innovation meet



Page 1 of 18

PRESENTATION OUTLINE

PROJECT INFORMATION AND COMMUNITY PROCESSpg 3

HISTORICAL RESEARCHpg 11

CONCEPTUAL DESIGNpg 17

County Council Presentation

LAC Women's Army Corps Dormitory

ATTACHMENT A



COUNTY BOARDS + COMMITTEES

Parks + Recreation

Historic Preservation

Transportation

STAKEHOLDERS

Manhattan Project
National Historical Park

Tourism Implementation
Task Force

Historical Society

Fire Marshal

Valles Caldera + Bandelier
National Monument

Community Services

Economic Development

Sustainability Task Force

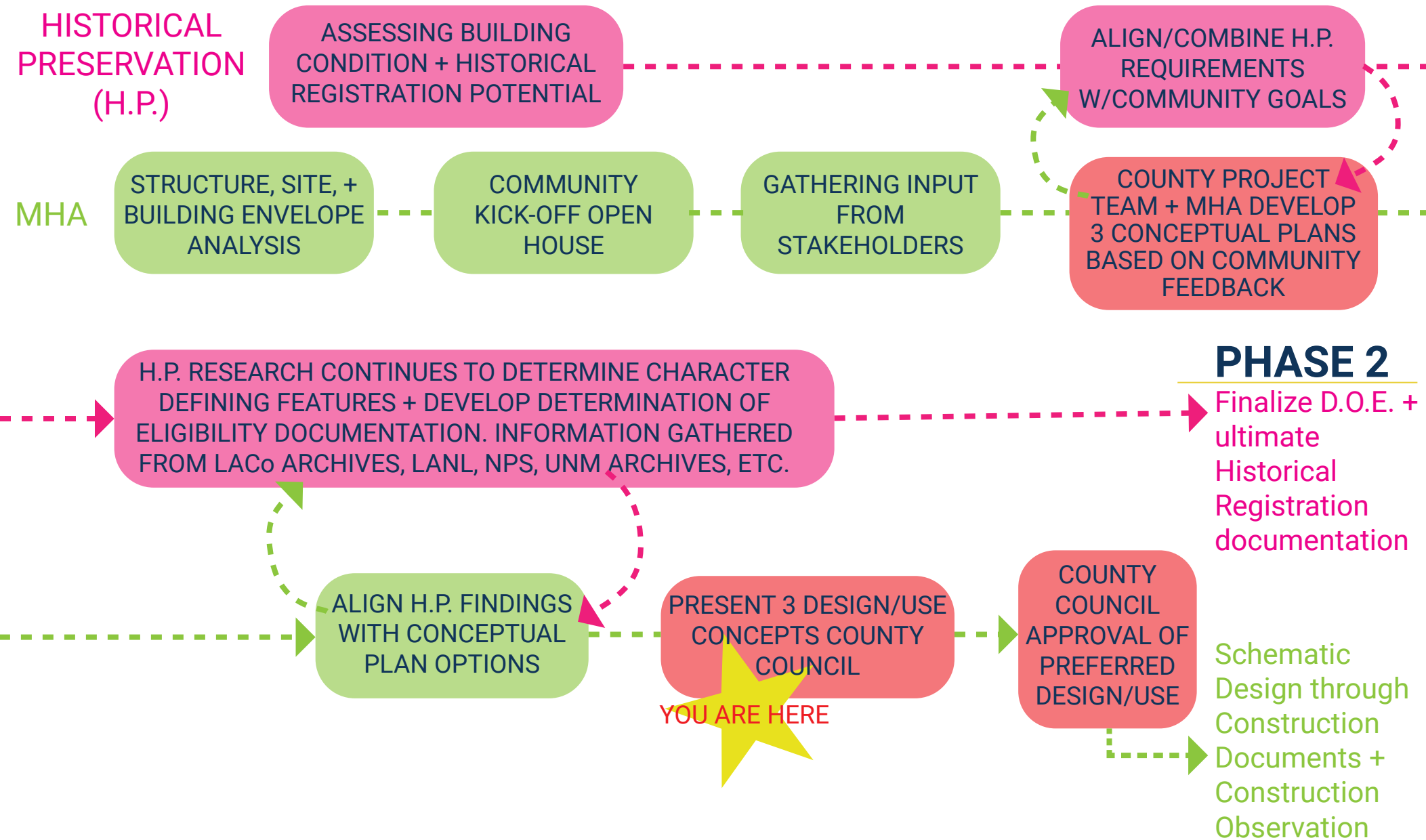
Chamber/MainStreet

Neighbors and Community at large

Stakeholders

LAC Women's Army Corps Dormitory

ATTACHMENT A



The Process

LAC Women's Army Corps Dormitory

Input-gathering stakeholder meetings were held the first week of December 2021.

*bold items were recurring suggestions

NEIGHBORHOOD FEEDBACK

- Restore/Rehab building
- Summer employee **housing**
- Historical museum dedicated to the WAC**
- Park Service/Visitor Center
- Preserve/restore a dorm room for visitors**
- Incorporate WAC into existing walking tour**/make site pedestrian friendly
- Connect WAC with the Urban Trail**
- Maintain quiet neighborhood feel
- Housing use may increase neighborhood activity/cause parking issues
- County to maintain landscape
- No bus parking, but bus drop-off is okay**

TOURISM TASK FORCE FEEDBACK

- LA Museum of Art Concept
- Restore as a boutique hotel
- Restore as **housing** for Bandelier National Park employees
- Learning Lab for youth associated with the history museum/display LAC historical artifact collection
- Historical museum dedicated to the WAC**
- Change entrance to north west door as that was the original entrance
- 24/7 exterior exhibits**
- Engage Creative district and local artists: each dorm room could be dedicated to one member of the WAC
- Incorporate WAC into existing walking tour**
- Provide outdoor gathering space on site
- No bus parking, bus drop-off is okay;** electric buses
- Security and cameras should be considered

HISTORIC PRESERVATION BOARD FEEDBACK

- Temporary **housing** for nursing students
- General temporary **housing**
- Historical museum dedicated to the WAC**
- Preserve/restore a dorm room for visitors**
- Bronze statue of WAC women
- 24/7 exterior exhibits**
- Connect WAC with the Urban Trail**
- Parks Service/Visitor Center use may be hard to find as it is not in the center of town
- Historical research conducted should include Los Alamos Historical Society input.

Public Input Gathered

LAC Women's Army Corps Dormitory

ATTACHMENT A

MHA and the County met with the community and stakeholders. The following project mission statement was developed from the feedback received:

PROJECT MISSION STATEMENT

First and foremost, the W.A.C. Dorm is a piece of Los Alamos history; it is one of two authentic Manhattan Project era buildings still standing and relatively unaltered. While some site improvements are needed for accessibility, rehabilitating the building exterior with the intention of achieving National Historic Register status and inclusion in the MNHP and walking tour are the highest priorities for Los Alamos County. The County intends to have the building listed on the NRHP either individually or, preferably, as a contributing resource to the Los Alamos Scientific Laboratory National Historic Landmark District.

The interior of the building will be updated to accommodate the modern, mixed-use functions. The interior renovation will strike a balance between modern efficiency and historical sensitivity, preserving the nostalgia of the W.A.C. Dormitory while serving the needs of a 21st century community. This mixed-use, flexible approach will transform the W.A.C. Dormitory into a national tourist destination, acting as a hub for the community; the W.A.C. will be a place for possible neighborhood gatherings, educational activities, and local exhibit space.

Project Mission Statement

LAC Women's Army Corps Dormitory

ATTACHMENT A

WAC DORM (CURRENTLY OUTSIDE PARK)

EXISTING MANHATTAN PROJECT NAT'L HISTORICAL PARK WALKING TOUR

FULLER LODGE

1 This grand building was built in 1928 as the Ranch School dining hall. It also served as nurses, staff, and guest quarters. Named for Edward P. Fuller, a staff member at the Ranch School, it is made of 771 massive pine logs, personally selected by architect John Gaw Meem and Ranch School director A.J. Connell. Fuller Lodge still serves as a public cultural event center.

MEMORIAL ROSE GARDEN

2 In 1947, the rose garden was started here by members of the Los Alamos Garden Club. At that time there was no cemetery, so rose bushes were planted in memory of those who died in Los Alamos. The garden club actively maintains the Rose Garden. It also serves as a popular place for weddings and other ceremonies. A Blue Star Memorial Byway site, and a Los Alamos National Laboratory memorial to those killed in the line of duty are located here.

ROMERO CABIN

3 Homesteading began on the Pajarito Plateau in the late 1800s. The Romero family built this cabin in 1913 on a nearby mesa. Like all homesteads on the plateau, it was acquired by the U.S. government for the Manhattan Project. In 1984, the cabin was moved downtown and rebuilt in 2010. It is open to the public on select days and during guided tours.

FIRE CACHE

4 Local homesteader Severo Gonzales Sr. built this stone building in the 1920s for the Los Alamos Ranch School to house firefighting equipment. Fires have always been a danger on the Pajarito Plateau due to droughts, log construction, and even wood burning stoves. The building is made of stone from the nearby Ancestral Pueblo Site.

THE BIG HOUSE

5 Across the street from the Romero Cabin was the site of the original main building for the Los Alamos Ranch School. The Big House design inspired the style of Fuller Lodge and other Ranch School structures. Students slept there year-round on screened porches as part of a physically, as well as academically, challenging education. The Big House contained a library and, during the war years, the non-broadcast radio station, KRS. In 1943, it also housed some of the first scientists who shared its one bathroom.

ANCESTRAL PUEBLO SITE

6 In roughly 1225 CE, this site was home to a group of Tewa-speaking people; ancestors of Pueblo groups now living along the Rio Grande. They built with blocks of tuff, the welded volcanic ash common in this area. Some rooms were for cooking and sleeping, while others were for storage.

BATHTUB ROW

7 These cottages were built for the Ranch School as residences and classrooms. Having the only bathtubs in town, these homes quickly acquired the name "Bathtub Row." J. Robert Oppenheimer lived in the house at the corner of Bathtub Row and Peach Street. This home is a private residence, and visitors are not allowed.

BATHTUB ROW (CONTD.)

7 The house next to the Oppenheimer house, now known as the Hans Bethe House, displays Cold War exhibits as part of the History Museum campus.

PERFORMING ARTS CENTER

8 The building near the corner of 15th and Nectar Streets was built as the Manhattan Project East Cafeteria. It is one of the few GI buildings left from WWII. Used by the growing post-war community as a recreation hall, it started serving as a playhouse in 1971, operated by the Los Alamos Little Theatre, a non-profit drama troupe.

POWER HOUSE

9 The building housing the diesel generators for the Los Alamos Ranch School was built in the early 1930s. In 1944, George Kistiakowsky, an explosives expert, and his new bride moved into it. As a joke, his friends carved a half-moon in the door of the attached shed the Army built. It is now used as administrative office space for the National Park Service.

HOPPER FIREPLACE

10 These rocks were part of the fireplace in the homestead cabin of William Mackwood "Mack" Hopper, who settled here in 1908. The chimney, probably made of stone from an Ancestral Pueblo site and put together with a mud/clay mortar, was rebuilt in 2016 for the Los Alamos Historical Society as an Eagle Scout project.

TOUCH THE SKY SCULPTURE

11 In May 2000, the county and adjacent lands were devastated by the 40,000-acre Cerro Grande wildfire. Nearly 400 Los Alamos homes were destroyed. This sculpture was erected a year later, commemorating the fire and community re-building.

ASHLEY POND

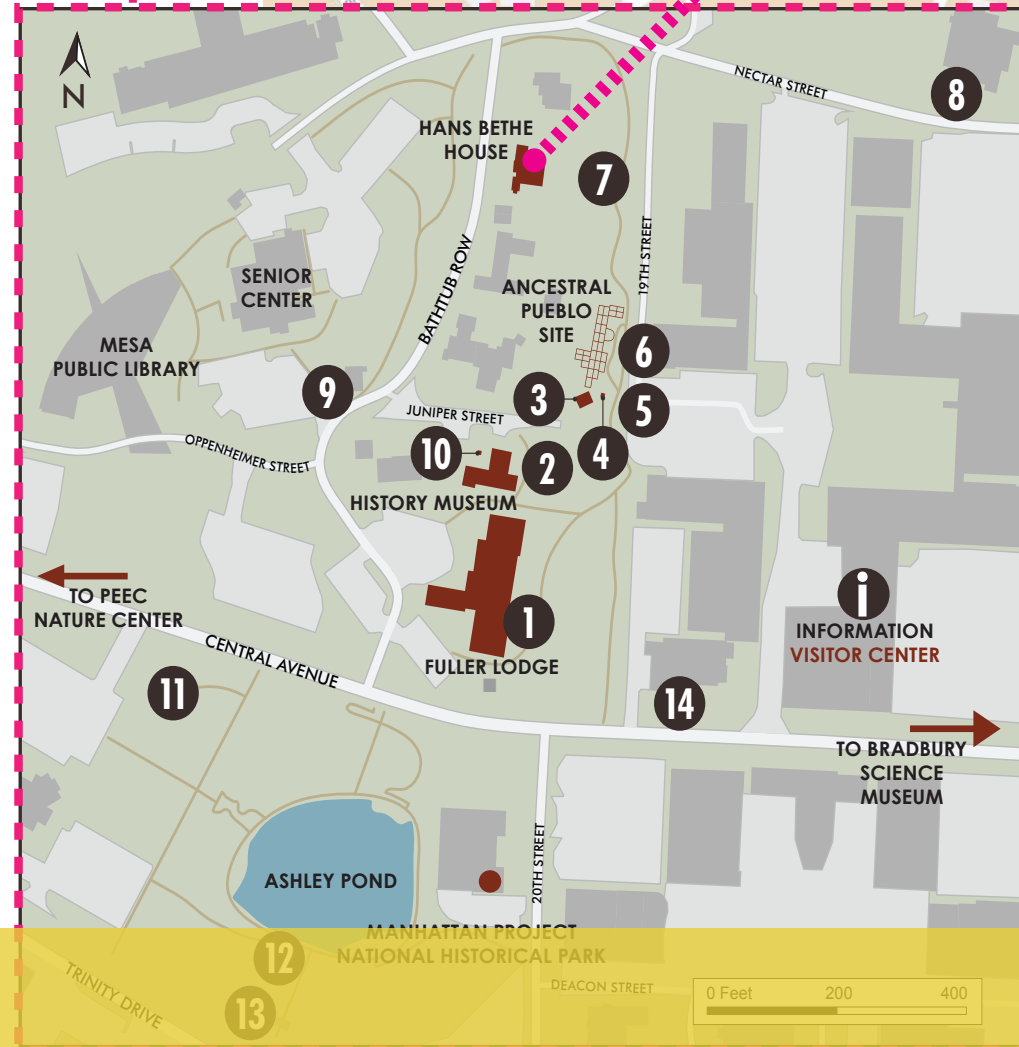
12 Ashley Pond began as a natural depression in the landscape. The Ranch School ensured its water supply by constructing a pipeline from a dam in Los Alamos Canyon. It was named for Ashley Pond Jr., the founder of the Los Alamos Ranch School, whose students could not resist the geographical pun. The boys used it for summer and winter sports. Blocks of ice were cut from the pond in the winter and stored in the Ice House. Ashley Pond Park contains a number of sculptures that are part of the county art collection curated by the Art in Public Places Board.

ICE HOUSE MEMORIAL

13 Today a memorial stands at the site of the Ranch School Ice House. During WWII, the nuclear core of the "Gadget" (the prototype atomic bomb) was assembled here and then transported to Trinity Site, 230 miles south near Socorro, NM. It was successfully detonated on July 16, 1945. During the Manhattan Project and for twenty years after, the technical area laboratories surrounded Ashley Pond (see cover photo). These buildings were removed by the mid-1960s.

POST OFFICE

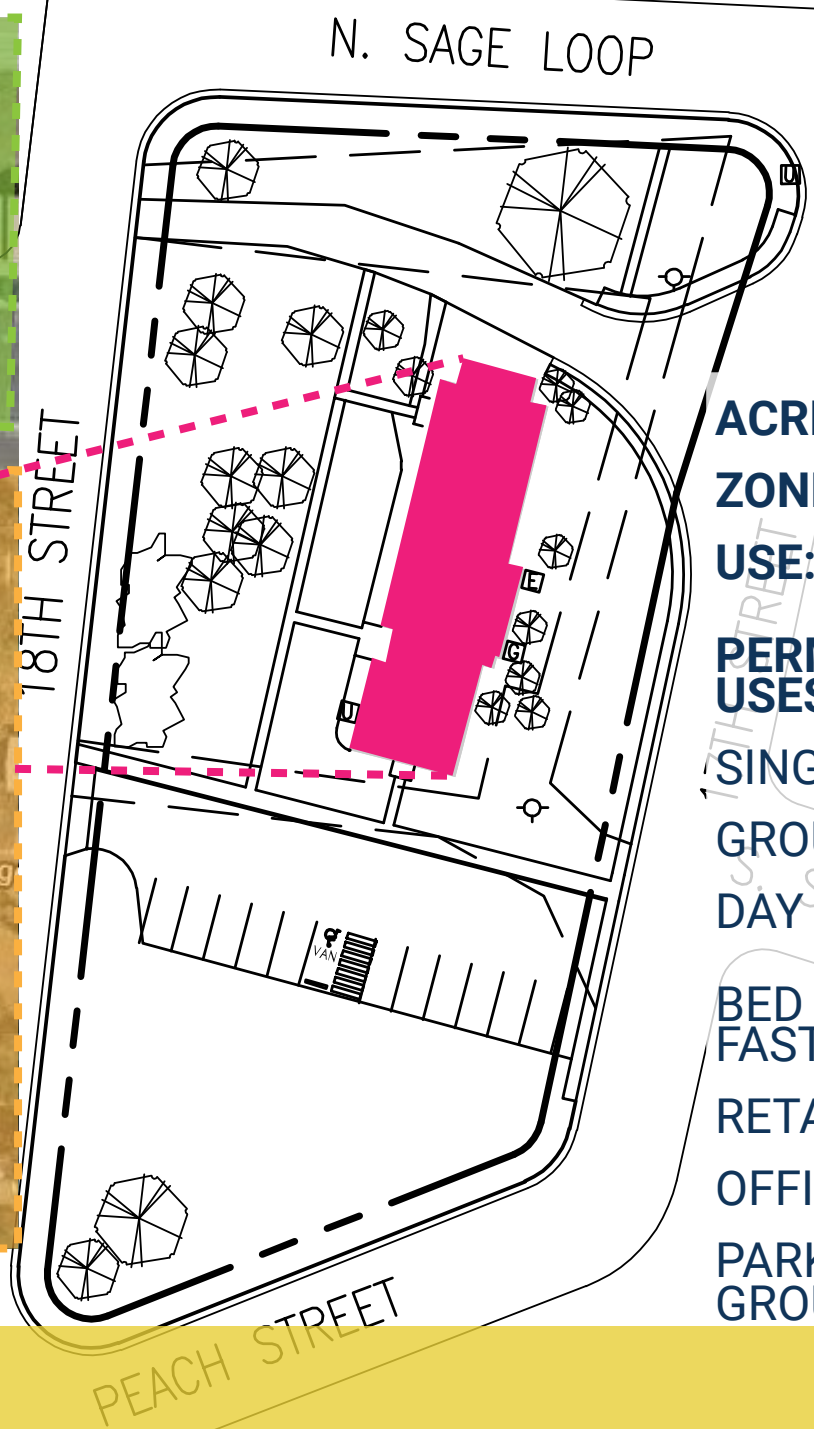
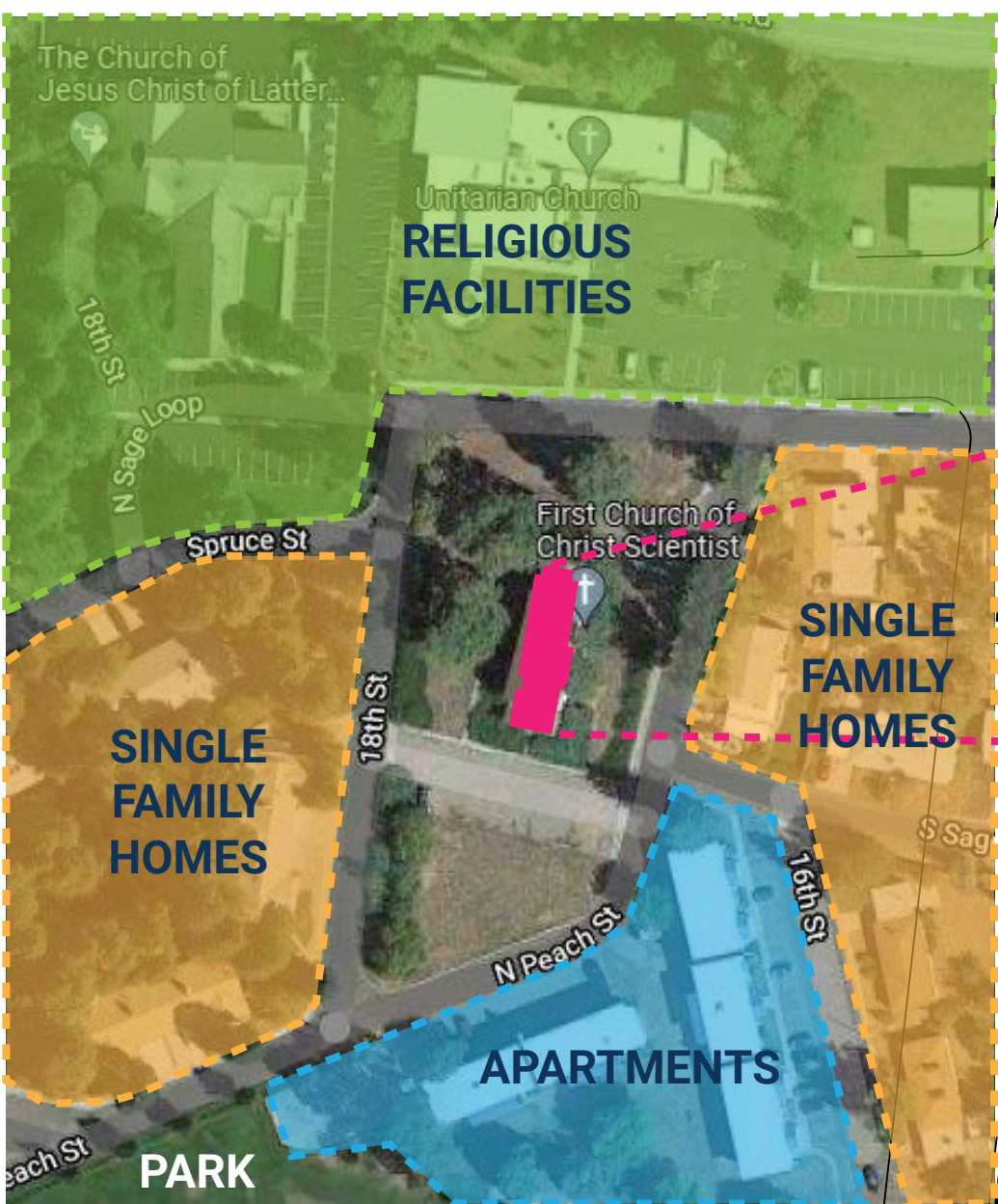
14 During WWII, mail to Los Alamos residents was simply addressed to P.O. Box 9662, Santa Fe, New Mexico. This Post Office, designed and built as part of the Community Center, opened at this location in 1948 on the site of the Ranch School Trading Post. Recently the Post Office was listed on the National Register of Historic Places.



Site Context

LAC Women's Army Corps Dormitory

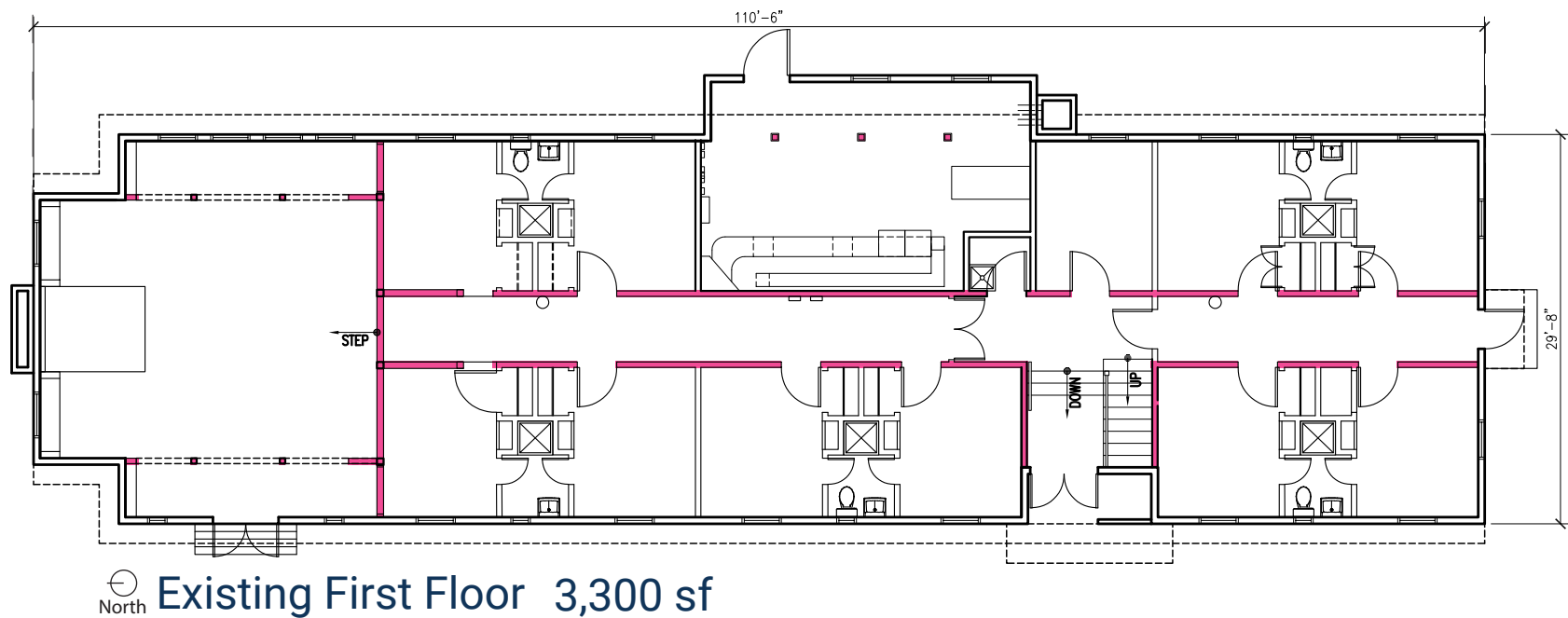
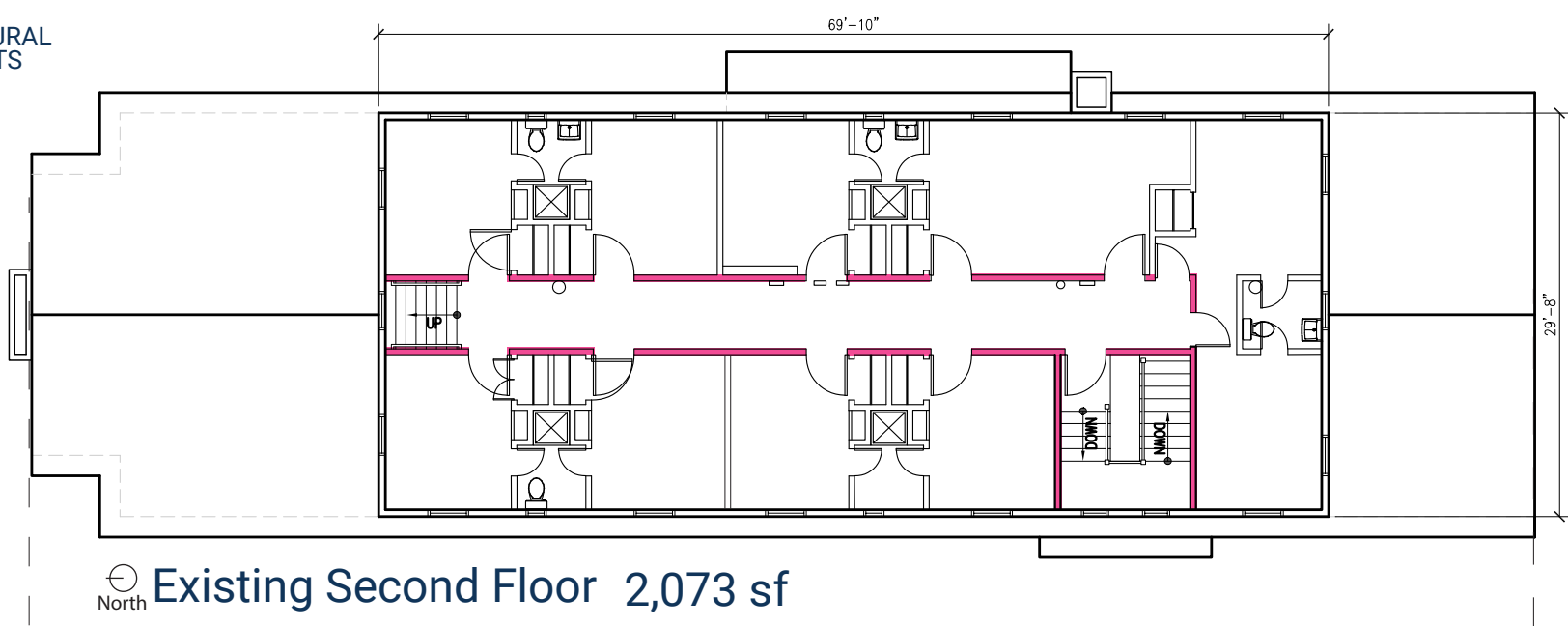
ATTACHMENT A



- ACRES:** 1.01
- ZONE:** R-1-8
- USE:** ASSEMBLY
- PERMISSIVE USES:**
 - SINGLE FAMILY
 - GROUP HOME
 - DAY CARE
 - BED & BREAK-FAST
 - RETAIL
 - OFFICES
 - PARKS & PLAY-GROUNDS

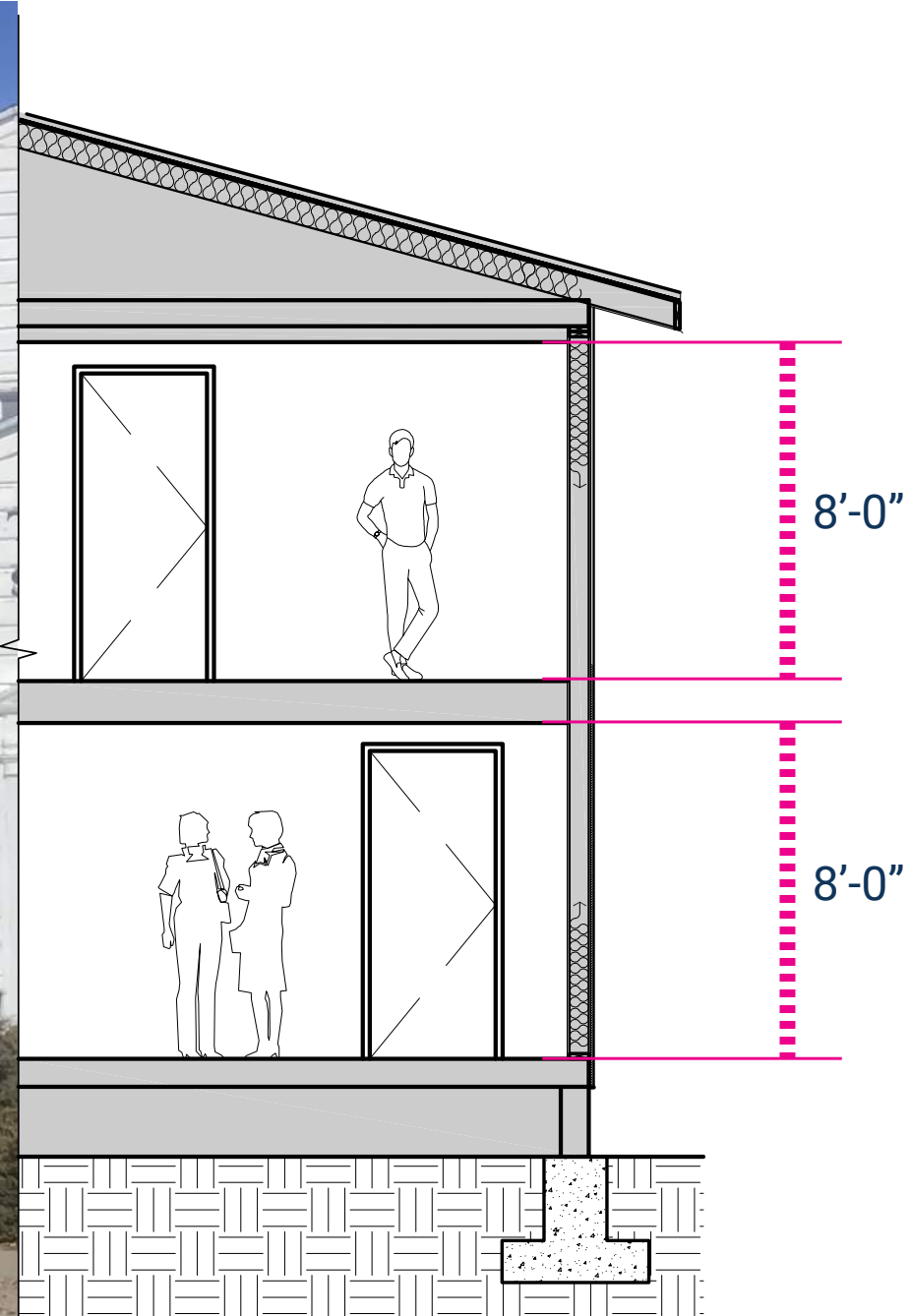
Site Context

LAC Women's Army Corps Dormitory



Existing Conditions

LAC Women's Army Corps Dormitory



Existing Conditions

LAC Women's Army Corps Dormitory

ATTACHMENT A

EXECUTIVE SUMMARY

The County authorized the systematic research and summary report as the first step in the path to nomination and acceptance on the National Register of Historic Places (NRHP). A draft report was complete in June 2022.

The report evaluates the historical significance of the WAC Dormitory to determine if the building is eligible for listing in the NRHP. The evaluation identifies the important aspects and features of this historic property with regard to the historic context, character-defining architectural features, and short- and long-term management recommendations.

THE PATH TO HISTORICAL REGISTRATION STATUS

In consultation with the County and National Park Service historians, it was determined that the project would apply for a Determination of Eligibility (DOE), as it is the most expeditious route to understanding if the property is significant relative to its place in history, and if its characteristics make it a good representative of properties associated with that aspect of the past. The proposed Conceptual Design Options for the property can then be measured against the findings so that the design conforms to the recommended rehabilitation treatments.

Once the DOE is achieved, the County can move forward confidently with construction knowing that the improvements will not negatively impact nomination to the NRHP.

Historical Preservation Findings

LAC Women's Army Corps Dormitory

SOURCES

from NRHP Evaluation & Preservation Plan

A site visit to Los Alamos on May 9 - 12, 2022 was conducted to document the property and collect relevant data. To develop the historic context and prepare the evaluation, research was conducted at the Los Alamos County Historical County Archives and the University of New Mexico Center for Southwest Research and Special Collections.

Contact for additional information was made with:

- Los Alamos National Laboratory
- U.S. Army Corps of Engineers, Albuquerque District
- National Park Service (NPS), Southwest Regional Office
- Department of Energy, Los Alamos Office

Information was obtained from the following individuals:

- Minesh Bacrania - provided a high-resolution photograph of the elevations.
- Ruth Helmick Lier - provided information on her residence in the dormitory after World War II.

Research was conducted at the following websites:

- NPS National Register of Historic Places (NRHP) Inventory
- Los Alamos National Laboratory publications
- Atomic Heritage Foundation
- DOE (DOE) Manhattan Project
- National Archives and Records Administration

Historical Preservation Findings

LAC Women's Army Corps Dormitory

EXTERIOR CHARACTER DEFINING FEATURES

- Original circulation patterns indicated by the placement of the sidewalks.
- Mature trees.
- Rectangular shape of the building, with smaller second story.
- Gabled shingle roof.
- Exterior white painted clapboard wood siding
- Wood-sashed multi-paned, double hung windows.
- Two west side double door entrances.
- Exterior wooden double doors.
- Projecting mechanical room.
- Two brick chimneys.



Historical Preservation Findings

LAC Women's Army Corps Dormitory

ATTACHMENT A

INTERIOR CHARACTER DEFINING FEATURES

- Interior layout or rooms.
- Separation of the private and public spaces.
- Repetitive size of each bedroom including amenities.
- Wood floors and interior doors.
- Layout and fixtures in bathrooms.
- Access to rooms from central hall.
- Lounge, with columns and carved capitals and all wood amenities.
- Original fixtures, including lights, mirrors, etc.



Historical Preservation Findings

LAC Women's Army Corps Dormitory

ATTACHMENT A

FURTHER RECOMMENDATIONS

NEW STRUCTURES:

Any new additions or structures on the property will be differentiated from the old; however, also be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and setting. Any additional structures should be separated if at all possible. New additions and adjacent or related new construction will be done in such a manner that if removed in the future, the essential form and integrity of the historic property and setting would be unimpaired.



Historical Preservation Findings

LAC Women's Army Corps Dormitory

ATTACHMENT A

CONCLUSIONS

The best way to preserve a building is to occupy it.

Giving the WAC Dormitory a new use and purpose is the best preservation strategy. The historical integrity should be maintained as much as possible, but providing a functional space for occupants will allow the building to last another 80 years.

- **The WAC Dormitory will be seeking National Register of Historic Places status under**
 - Association with an event(s) that made a significant contribution to the broad pattern of history, specifically with the Manhattan Project.
 - Design/Construction that has remained standing designed World War II Temporary housing unit built for the Manhattan project at Los Alamos.
- **This project will be a Rehabilitation,** under the Secretary of Interiors Standards for Treatment.
- **When considering conceptual floor plans,** note that not all original design elements must be saved. However, removal should be as minimal and purposeful as possible such that alterations do not destroy the overall character defining spaces, materials, and finishes.

Historical Preservation Findings

LAC Women's Army Corps Dormitory

COST IMPLICATIONS

REQUIRED IMPROVEMENTS

Regardless of the chosen plan or use, there are building and site upgrades required to meet current building, energy, and accessibility codes.

BUILDING

- NEW SEWER, WATER, & FIRE SUPPRESSION LINES
- NEW ROOF
- REHABILITATE SIDING
- UPDATE MECHANICAL
- NEW ELECTRICAL
- REHABILITATE WINDOWS/STORM WINDOW
- NEW GYPSUM BOARD & INSULATION
- ACCESSIBILITY: NEW LIFT & INTERIOR RAMP

SITE

- NEW SEWER, WATER, & FIRE LINES
- ACCESSIBILITY: NEW SIDEWALKS, STAIRS, & RAMPS
- NEW CURBS, GUTTERS, AND DRIVES
- NEW PARKING LOT
- NEW LANDSCAPING & IRRIGATION

Rehabilitation & Improvements to the existing building & site

Range in cost from \$2.6 to \$3.1 million

If chosen:

New Pavilion Restrooms

720 sf heated space x
\$600/sf = \$432,000

New Pavilion Patio

900 sf of covered space x
\$100/sf = \$90,000

¹ Conceptual cost estimate is 30% higher than the May 2020 conceptual cost estimate

² If less area is built out, the conceptual cost estimate decreases. Note the cost and square footage do not share linear scalability.

³ The construction industry is experiencing inflation and unpredictability

Conceptual Scope + Costs

LAC Women's Army Corps Dormitory

CONCEPTUAL FLOOR PLANS

1. NPS + VISITOR CENTER (INTERIOR RESTROOMS)
- 1a. NPS + VISITOR CENTER (EXTERIOR RESTROOMS)
2. NPS + VISITOR CENTER + EXHIBITS
3. NPS + VISITOR CENTER + EXHIBITS + HOUSING

Conceptual Floor Plans

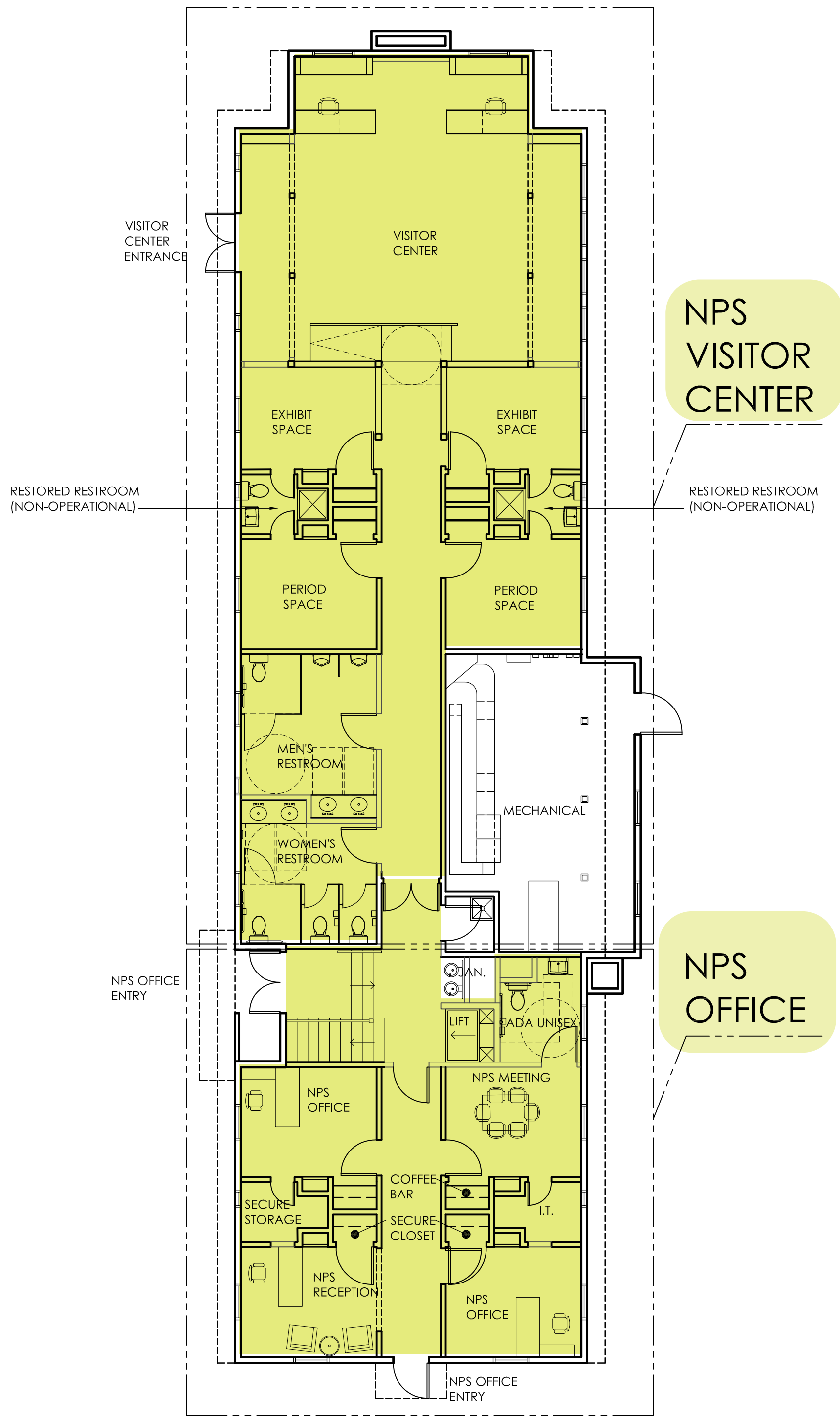
LAC Women's Army Corps Dormitory

ATTACHMENT A

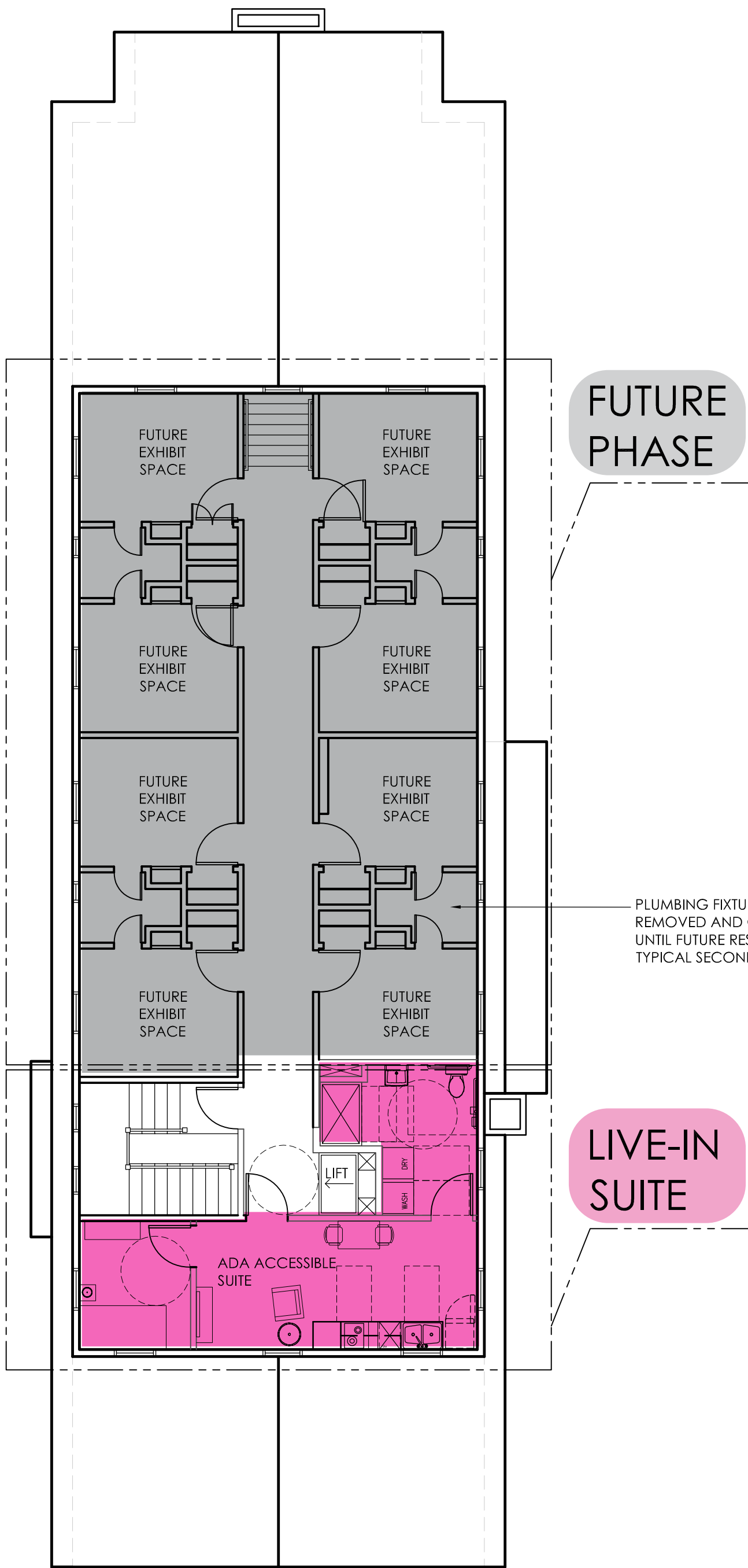
OPTION 1 | NPS + VISITOR CENTER

INTERIOR RESTROOMS

PROBABLE CONSTRUCTION COST: \$2,600,000



1 First Floor Renovation Plan
Scale: 1/8"=1'-0"



2 Second Floor Renovation Plan
Scale: 1/8"=1'-0"



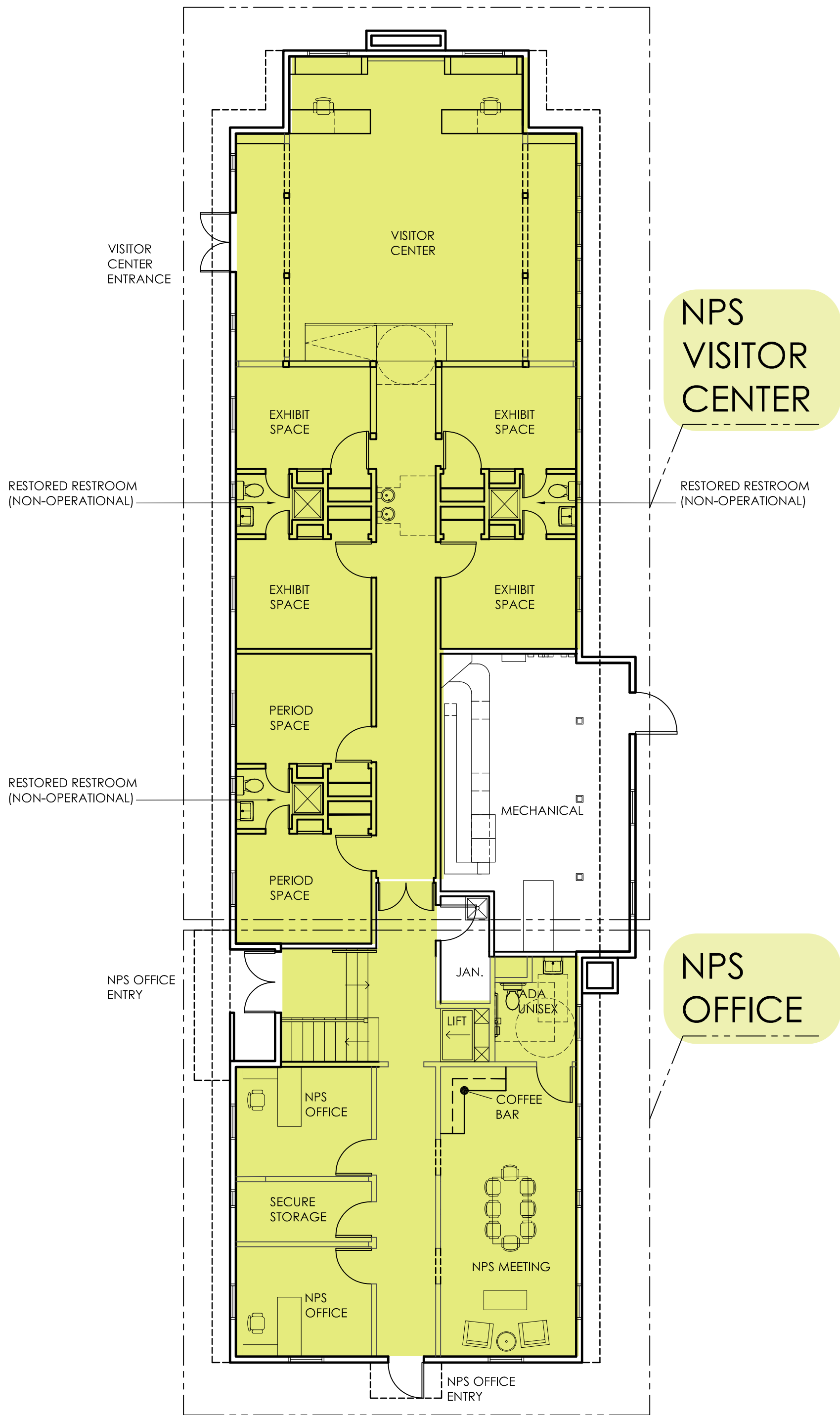
3 First Floor Site Renovation Plan
Scale: 1/16"=1'-0"



OPTION 1a | NPS + VISITOR CENTER

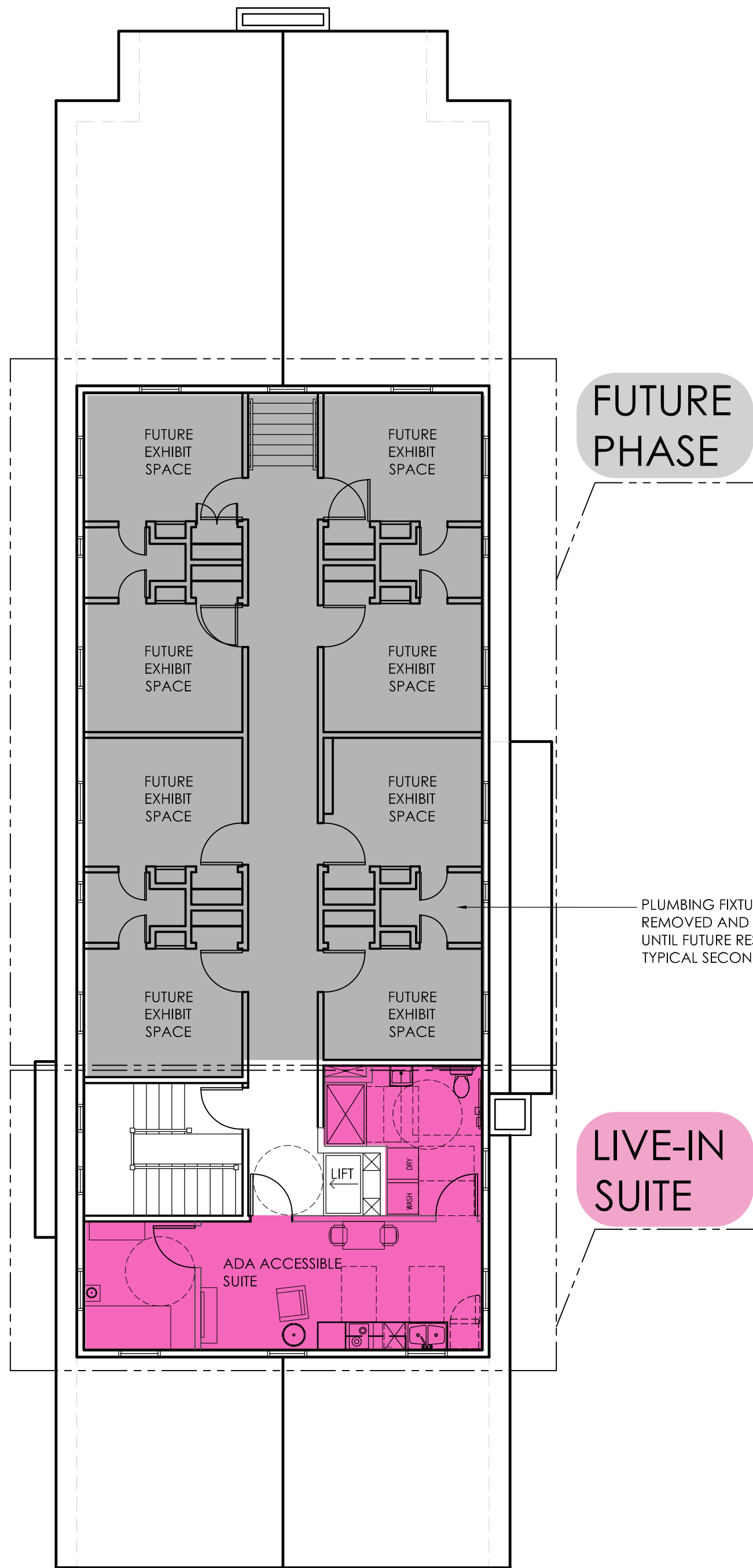
EXTERIOR RESTROOMS

PROBABLE CONSTRUCTION COST: \$3,100,000



NPS
VISITOR
CENTER

NPS
OFFICE



FUTURE
PHASE

LIVE-IN
SUITE



NEW PAVILION AND
RESTROOM

NEW CODE COMPLIANT
STAIR AND ADA RAMP

18TH STREET

17TH STREET

S. SAGE

PEACH STREET

1

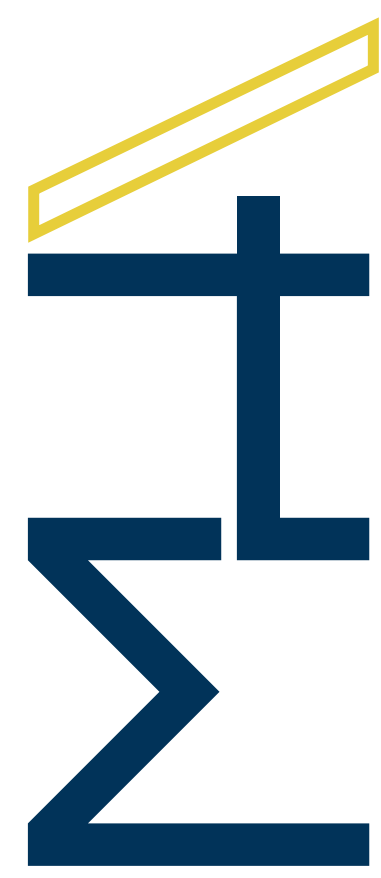
First Floor Site Renovation Plan
Scale: 1/16"=1'-0"

1

First Floor Renovation Plan
Scale: 1/8"=1'-0"

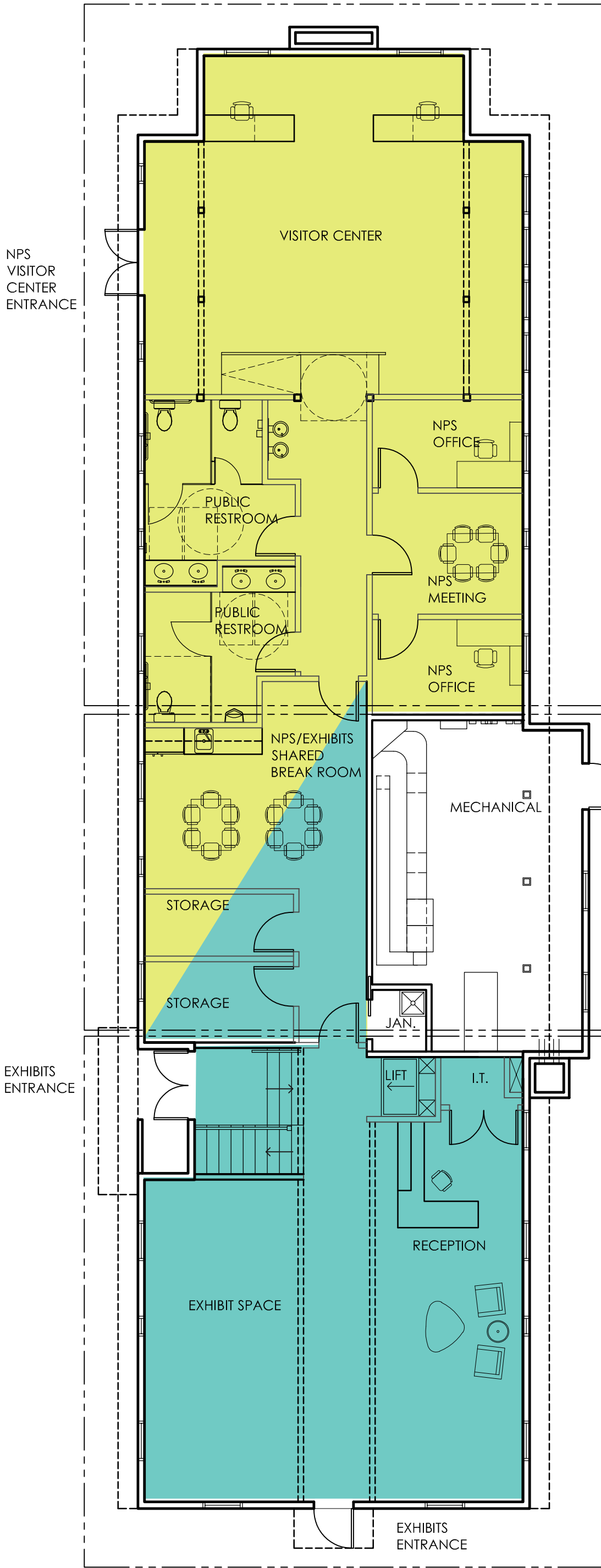
2

Second Floor Renovation Plan
Scale: 1/8"=1'-0"



OPTION 2 | NPS + VISITOR CENTER + EXHIBITS

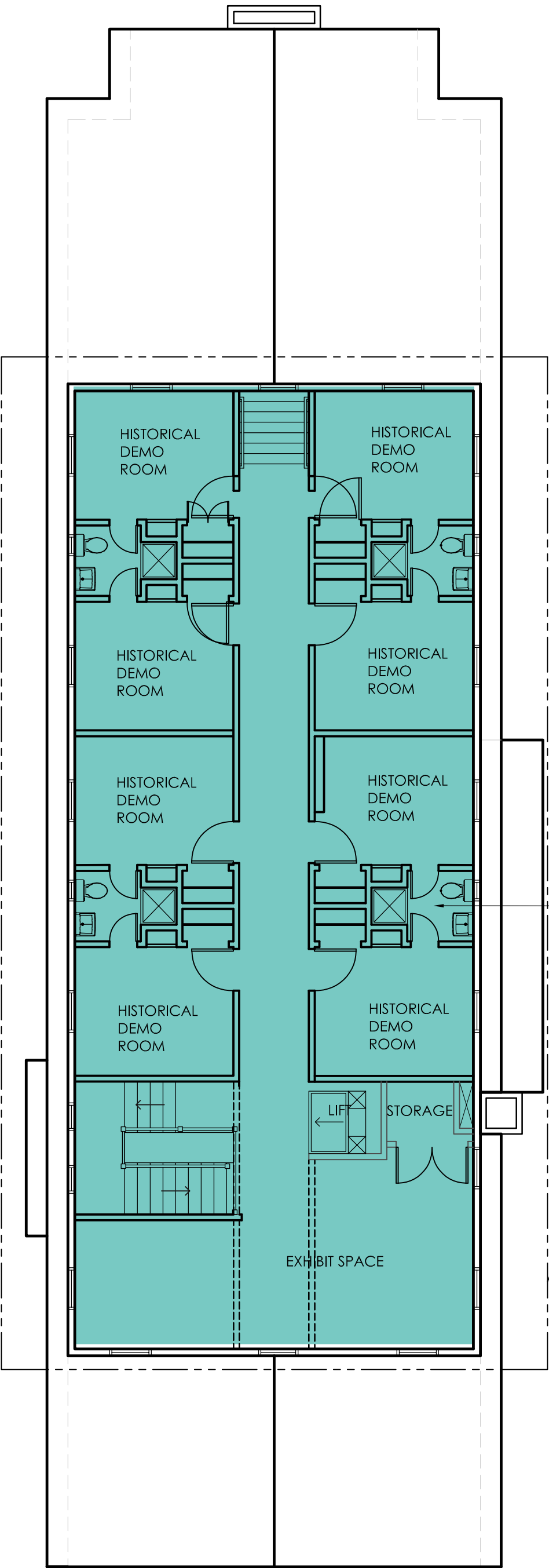
PROBABLE CONSTRUCTION COST: \$2,700,000



NPS
VISITOR
CENTER

SHARED
BACK OF
HOUSE

EXHIBITS



EXHIBITS

1 First Floor Renovation Plan
Scale: 1/8"=1'-0"

2 Second Floor Renovation Plan
Scale: 1/8"=1'-0"

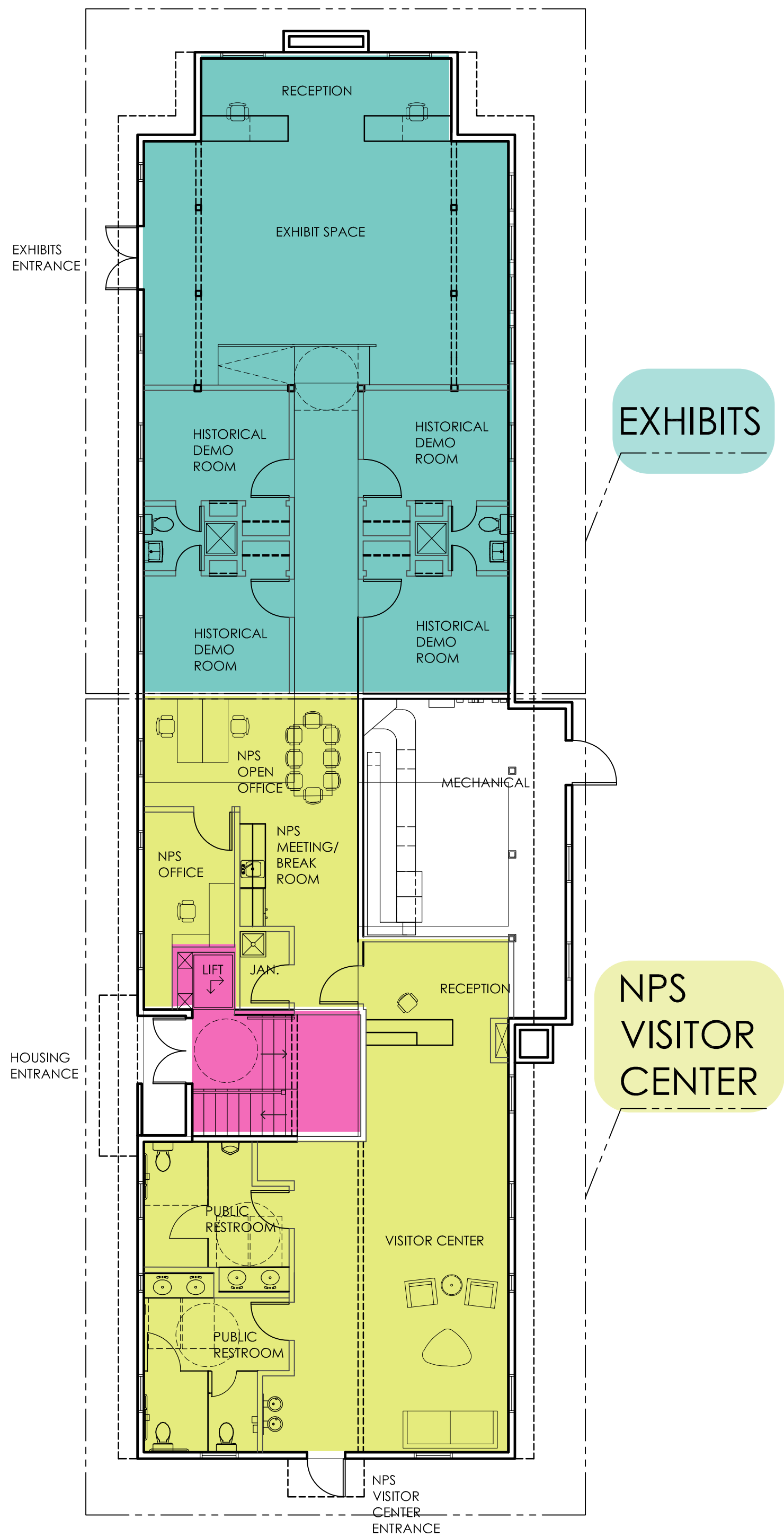


3 First Floor Site Renovation Plan
Scale: 1/16"=1'-0"

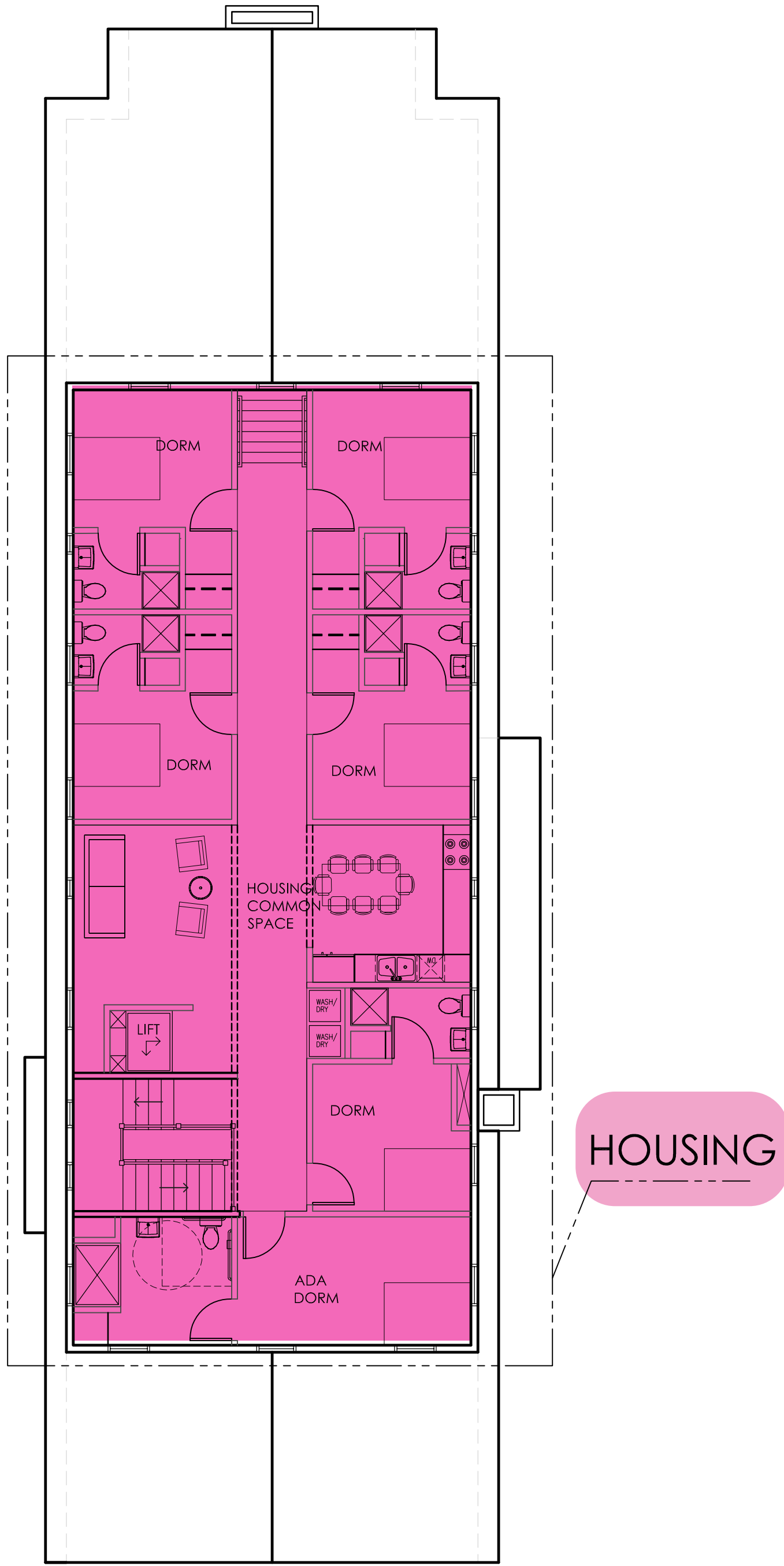


OPTION 3 | NPS + VISITOR CENTER + EXHIBITS + HOUSING

PROBABLE CONSTRUCTION COST: \$2,900,000



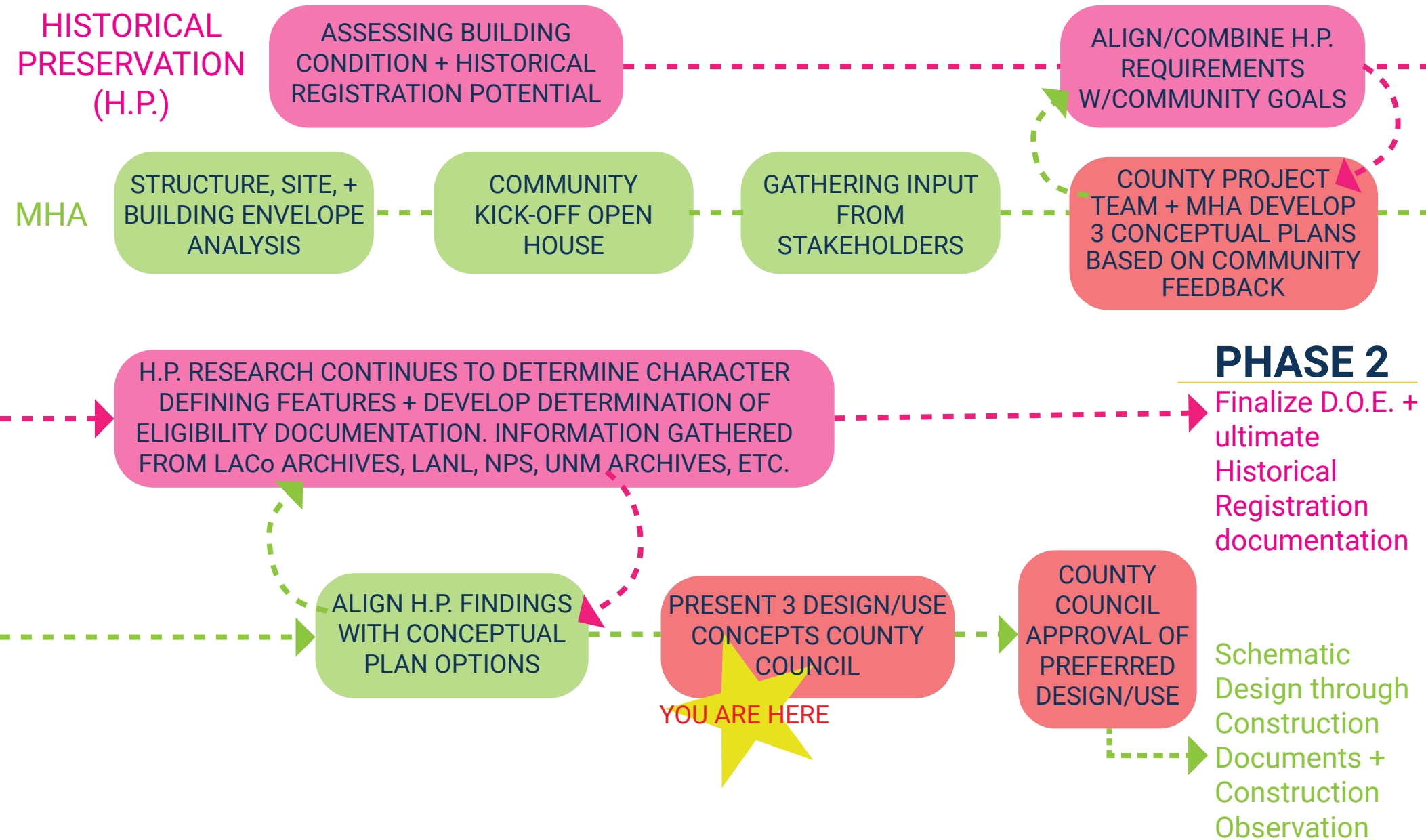
1 First Floor Renovation Plan
Scale: 1/8"=1'-0"



2 Second Floor Renovation Plan
Scale: 1/8"=1'-0"



3 First Floor Site Renovation Plan
Scale: 1/16"=1'-0"



The Process

LAC Women's Army Corps Dormitory

ATTACHMENT A

**National Register of Historic Places Evaluation and Preservation
Plan for Los Alamos County Women's Army Corps (WAC)
Dormitory**



Draft – June 2022

EXECUTIVE SUMMARY

Los Alamos County is planning to renovate the Women's Army Corps (WAC) Dormitory in Los Alamos, New Mexico for the purposes of re-using the building as a visitor center, exhibits, and offices. This report evaluates the historical significance of the WAC Dormitory to determine if the building is eligible for listing in the National Register of Historic Places (NRHP). The evaluation will identify the important aspects and features of the historic property with regard to the historic context, character-defining architectural features, and short- and long-term management recommendations. Based on the determination of eligibility, this report will also present recommended rehabilitation treatments for the WAC Dormitory. These recommendations take into consideration the County goals for the property.

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Acronyms and Abbreviations

ADA	American Disabilities Act
CFR	Code of Federal Regulations
DOE	Department of Energy
LANL	Los Alamos National Laboratory
MPNHP	Manhattan Project National Historic Park
NHPA	National Historic Preservation Act
NPS	National Park Service
NRHP	National Register of Historic Places
RaLa	radioactive lanthanum-140
WAAC	Women's Army Auxiliary Corps
WAC	Women's Army Corps

CHAPTER 1: INTRODUCTION

Project Purpose

The County of Los Alamos (County) is situated at the foot of the Jemez Mountains on the Pajarito Plateau with an elevation ranging from 6,200 feet to 9,200 feet. Los Alamos is known for the historic accomplishments of its largest employer, Los Alamos National Laboratory. Los Alamos Laboratory was established as part of the Manhattan Project, a top-secret mission during World War II to produce a nuclear bomb. During the Manhattan Project, a 20-person dormitory was built at the site. The construction drawings for the dormitory are dated April 1943 and the current address of the building is 1725 17th Street. This 20-person dormitory was one of four, two for women and two for men.

In the “Enabling Legislation for Manhattan Project National Historical Park (MPNHP),” eligible areas are defined for each dormitory. For Los Alamos, “the former dormitory located at 1725 17th Street” is specifically noted. In the MPNHP Foundation Document (January 2017), the Women’s Army Corps (WAC) Dormitory was identified in the related resources at Los Alamos as “park-eligible in the park legislation but not within the current park boundary.”

The County purchased the WAC Dormitory property from the Christian Science Society in early 2020. The County wants to preserve and restore the building and use the property for interpretative and office space.

Research

A site visit was conducted to Los Alamos on May 9 - 12, 2022 to document the property and collect relevant data. To develop the historic context and prepare the evaluation, research was conducted at the Los Alamos County Historical County Archives and the University of New Mexico Center for Southwest Research and Special Collections.

Contact for additional information was made with:

- Los Alamos National Laboratory
- U.S. Army Corps of Engineers, Albuquerque District
- National Park Service (NPS), Southwest Regional Office
- Department of Energy, Los Alamos Office

Information was obtained from the following individuals:

- Minesh Bacrania - provided a high-resolution photograph of the elevations.
- Ruth Helmick Lier - provided information on her residence in the dormitory after World War II.

Additional research was conducted on-line at the following websites:

- NPS National Register of Historic Places (NRHP) Inventory
- Los Alamos National Laboratory publications
- Atomic Heritage Foundation
- DOE (DOE) Manhattan Project
- National Archives and Records Administration

Resources used to develop the context for this building are included at the end of this report.

Evaluation Method

The NRHP was established by the National Historic Preservation Act (NHPA), and is a list of buildings, structures, objects, sites, and districts that have demonstrated significance to United States history, architecture, archaeology, engineering and/or culture. The NRHP is maintained by the Secretary of the Interior and is managed by the National Park Service Keeper of the Register. Regulations for listing a property in the NRHP were developed by the Department of the Interior and are found in 36 Code of Federal Regulations (CFR) Part 60. The NHPA requires that federal agencies identify historically significant properties that are eligible for listing in the NRHP and manage those properties accordingly by considering the effects of their undertakings on properties listed in or eligible for listing in the NRHP (referred to as historic properties).

To be eligible for the NRHP, a property must meet certain NRHP evaluation criteria established in 36 CFR Part 60.4. The National Park Service published National Register Bulletin 15: *How to Apply the National Register Criteria for Evaluation* (NPS 1995) to provide guidance when assessing a property's eligibility for listing in the NRHP. Properties eligible for listing are generally over 50 years old and meet one or more of the following criteria:

- Criterion A: association with an event(s) that made a significant contribution to the broad pattern of history.
- Criterion B: association with a historically significant person.
- Criterion C: embodiment of the distinctive characteristics of a period, construction technique, or type; representing the work of a master; possessing high artistic value; or representing a significant and distinguishable entity whose components may lack individual distinction.
- Criterion D: having yielded or having the potential to yield information significant to prehistory or history.

NRHP-eligible properties are classified as individual buildings, sites, structures, or objects. A building is a type of construction that is created to provide human shelter and can include houses, barns, hotels, churches, jailhouses, courthouses, etc. A structure is a building whose function is for something other than human shelter. An object is an artistic item that is usually small and simply constructed and moveable. A site is the location of an important event, human occupation, or activity, or building or structure (standing, in ruins, or removed) where the location retains historic, cultural, or archaeological value.

NRHP-eligible properties can also be classified as districts and landscapes. A district is a concentration, linkage, or continuity of sites, buildings, structures, and/or objects united historically or aesthetically by a plan or physical development. Districts are usually comprised of several types of resources that are connected and that express a visual sense of a historic setting. Landscapes can be purposefully designed landscapes that possess significance as a work of art; as a property that was purposefully designed by a master gardener, architect, or amateur based on a recognized design or style; as a property associated with a significant person, trend, or event; or as a property that has a relationship with architectural landscape theory or practice.

Integrity is defined by the National Park Service as a property's "ability to convey its significance." To be eligible for the NRHP, properties should retain most of the seven aspects of integrity. The aspects are:

1. Location—the original location
2. Design—the building layout and use of space, plan, form, and style

3. Setting—the environment of the resource
4. Materials—the construction and finishing materials used
5. Workmanship—the detail elements of craftsmen
6. Feeling—the sense of a particular time
7. Association—the link to event, person, or cultural resource.

When assessing integrity, the following actions should be taken:

- Determine which aspects of integrity are most important to the property using the historic context(s),
- Determine what characteristics the property must have to represent its significance, and
- Determine if those characteristics currently convey that significance, which may require a comparison to similar properties to make a determination.

Properties are sometimes modified to meet changing requirements and equipment needs. The modifications often extend the useful life of the property but can compromise its integrity to such a degree that it does not retain a sufficient level to be eligible for listing in the NRHP. Within a district, the majority of the properties from the district's period of significance must have integrity, including integrity of the plan or arrangement of properties within the district.

To evaluate the historic significance of a property, the historic context of the property must be established. The historic context is the pattern or trend of history that gives the property its meaning and importance and should focus on the theme, geographic limits, and period of time from which the property is being evaluated. A context places the property in a local, regional, or national pattern of history and provides a tool for comparing the history of the property to the history of the surrounding area. A historic context's theme should establish the area(s) of significance that the property represents and should describe how the property demonstrates that area(s) of significance. A list of often-used areas of significance include archaeology, agriculture, architecture, art, business, communications, community planning and development, conservation, economics, education, engineering, entertainment, ethnic heritage, exploration, health, industry, invention, landscape architecture, law, literature, maritime history, military, performing arts, philosophy, politics, religion, science, social history, and transportation.

A historic context also establishes a property's association with an event, person, architectural or engineering value, or potential to contain information. The physical features of a historic property that represent the area of significance and historic context should be documented as well. The historic context is the key to judging a property's significance. A historic property may be eligible for the NRHP under one or all criteria, it may have a broad range of dates or a specific date for its period of significance, and its level of significance can vary depending on which criterion and which period of significance is being defined.

In this report, chapter 2 provides the historic context for the WAC Dormitory. Chapter 3 provides a description of the property. Chapter 4 provides an NRHP evaluation of the dormitory. Chapter 5 provides preservation and treatment recommendations. Appendices include local ordinance, Secretary of Interior treatment standards and guidelines, copies of original plans (incomplete set), and report preparers resumes.

CHAPTER 2: HISTORIC CONTEXT

The Manhattan Project – Brief History

The Manhattan Project was a research and development undertaking during World War II that produced the first nuclear weapons. It was led by the United States with the support of the United Kingdom and Canada. From 1942 to 1946, the project was under the direction of Major General Leslie Groves of the US Army Corps of Engineers. Nuclear physicist Robert Oppenheimer was the director of the Los Alamos Laboratory that designed the actual bombs (NPS, The Manhattan Project website).

The Manhattan Project was a massive, top secret national mobilization of scientists, engineers, technicians, and military personnel charged with producing a deployable atomic weapon for use during World War II. The project began as a multifaceted effort requiring the rapid advancement of nuclear physics and multiple engineering strategies to produce functional weapons designs and critical quantities of fissile materials. Weapons of unprecedented destructive capacity were produced. The project included the Trinity Test on July 16, 1945, a few weeks before the United States dropped atomic bombs on Hiroshima and Nagasaki, Japan (NPS, The Manhattan Project website).

Coordinated by the U.S. Army, Manhattan Project activities were located in numerous locations across the United States. Three of the most significant locations that played an essential role in the Manhattan Project included Oak Ridge, Tennessee for uranium enrichment production facilities, semiworks plant for production and separation of plutonium, and administrative headquarters; Los Alamos, New Mexico for designing and testing the bomb; and Hanford, Washington for plutonium production facilities (NPS, The Manhattan Project website; DOE Manhattan Project website).

Radioactivity had been discovered before the beginning of the century; however, the prospect of releasing large amounts of energy by nuclear chain reaction was not realized until the announcement of the discovery of fission and its experimental confirmation in January 1939. Fall of that year, the United States took steps to study fission and chain reactions. The work was further stimulated by two significant events: entry of the United States into World War II on December 8, 1941, and initiation of the first nuclear chain reaction on December 2, 1942, in the Metallurgical Laboratory of the University of Chicago (Greenwood, 1974).

Wartime development of the atomic bomb itself was started in 1942 under direction of the Office of Scientific Research and Development. Dr. J. Robert Oppenheimer undertook investigation of its theoretical possibilities at the University of California in Berkeley with a small group of well-known physicists. By October their theoretical studies had progressed to the point where actual experimental work was necessary (Greenwood, 1974). Oak Ridge was considered for the location of this part of the project; however, it was decided that it should be in a remote location.

Several locations in the Southwest were surveyed as possible sites for the required new laboratory. On Oppenheimer's recommendation, the search for a suitable site was narrowed to the vicinity of Albuquerque, New Mexico, where Oppenheimer owned a ranch. In October 1942, Major John H. Dudley of the Manhattan District was sent to survey the area. He recommended a site near Jemez Springs, New Mexico. On 16 November, Oppenheimer and others toured the site. Oppenheimer feared that the high cliffs surrounding the site would make his staff feel claustrophobic, while the engineers were concerned with the possibility of flooding. The group then moved on to a site in the vicinity of the Los Alamos Ranch School. Oppenheimer was impressed and expressed a strong preference for the site, citing its natural beauty and views of the Sangre de Cristo Mountains, which, it was hoped, would inspire those who would work on the project (NPS, The Manhattan Project website).



Figure 2-1: The Road to Los Alamos

Source: <https://www.osti.gov/opennet/manhattan-project-history/Places/LosAlamos/la-making.html>

Los Alamos Laboratory

The decision was made to center the weapon research, called Project Y, at the Ranch School. Governing considerations for its choice were the secrecy and safety that its remote and isolated location provided. Mild winters offered opportunities for outdoor work throughout the year. In addition, log buildings at the Ranch School could easily accommodate the 100 or so scientists and their families who it was believed would be required to work on the project (Greenwood, 1974).

On November 25, 1942, the Under Secretary of War directed acquisition of the site which comprised about 800 acres of ranch property, 2,900 acres in homesteads and grazing land, and 45,000 acres in public domain land supervised by the Forest Service. In January 1943, the University of California was selected to operate the new laboratory, and a formal nonprofit contract was soon drawn with the Manhattan Engineer District of the War Department (The Manhattan Engineer District was the code name for the wartime nuclear research effort seeking development of an atomic bomb). The first scientists arrived on the "The Hill" in April to begin their historic research. During the period from 1943 to 1946, the laboratory was devoted to its secret wartime mission of developing an atomic weapon (Greenwood, 1974). Because it was secret, Los Alamos was referred to as "Site Y" or "the Hill". Birth certificates of babies born in Los Alamos during the war listed their place of birth as PO Box 1663 in Santa Fe (NPS, The Manhattan Project website).

Dr. Oppenheimer, as Laboratory Director, supervised the scientific research aimed at developing atomic weapons. Major General Leslie R. Groves of the Manhattan Engineer District assumed overall responsibility for the War Department. The list of scientific leaders at Los Alamos during the war years included many with diverse backgrounds and training: Enrico Fermi, Bruno Rossi, and Emilio Segre from Italy; Niels Bohr from Denmark; John von Neumann and Edward Teller from Hungary; Stanislaw Ulam from Poland; I. I. Rabi and Victor Weisskopf from Austria; Hans Bethe and Rolf Landshoff from Germany; George Kistiakowsky from Russia; a British contingent including Sir James Chadwick, Cyril

Smith, Otto Frisch, and W. G. Penney. Other well-known scientists who came to Los Alamos included Eric Jette, Robert Bacher, Philip Morrison, Robert Wilson, William Parsons, Joseph Kennedy, Kenneth Bainbridge, Richard Feynman, Edwin McMillan, John Manley, Nick Metropolis, Darol Froman, Donald Homig, L. D. P. King, Alvin Graves, Samuel Allison, Carson Mark, Charles Critchfield, Luis Alvarez, Norman Ramsey, and many, many others (Greenwood, 1974).

Two bomb designs were created at Los Alamos, which also created a significant theoretical hurdle. The first design, which used uranium, was a gun-type bomb: one mass would be shot at another to create a “supercritical” mass of the size required to begin a fission chain reaction. The design was rather straightforward, so the scientists were reasonably confident in its construction and execution. The second design was an implosion-type bomb that used plutonium and was unlike anything that had ever been made before. It required the core of the bomb to be surrounded by conventional explosives that, when detonated, would compress the core metal to criticality. The challenge was that the compression had to be completely uniform. This introduction of an implosion model required a great deal of theory and computation to predict how to make it work (McDonald, no date).

Theoretical studies first had proved the feasibility of a nuclear fission bomb. The next enormous step was to actual field test the bomb with full instrumentation. A desolate desert test site was picked - the Jornada del Muerto (Journey of Death) trail near Alamogordo, in southern New Mexico. The code name for the test was "Trinity." Preparation began in early spring of 1945. Final assembly of the gadgetry (test bomb) was made in a deserted ranch house on the night of July 12. Two days later the unit was elevated to the top of a 100-foot tower and tedious instrumentation began. By pre-dawn of July 16 all was ready, and at 5:29:45 a.m., there occurred the "unprecedented, magnificent, beautiful, stupendous, and terrifying" detonation of the world's first nuclear fission bomb, with an estimated force equivalent to 20,000 tons of Trinitrotoluene, or more commonly known as TNT (Greenwood, 1974).



Figure 2-2: Triunity Test July 16, 1945

Source: <https://www.osti.gov/opennet/manhattan-project-history/Places/LosAlamos/la-making.html>
https://www.osti.gov/opennet/manhattan-project-history/Resources/photo_gallery

Since 1943, the laboratory has also been making contributions to fundamental scientific knowledge and to peaceful applications of atomic energy. The world's first enriched-uranium reactor was designed and built at Los Alamos and began operation in 1944. The world's first plutonium-fueled reactor went into operation at Los Alamos in 1946. This was also the world's first fast-neutron reactor. The laboratory also developed a reactor using uranium phosphate fuel and another using molten plutonium, both for the first time anywhere. Several rocket propulsion reactors have been built and ground tested, with flight tests scheduled in the next few years. The laboratory conducts research in many other peaceful fields, including chemistry and metallurgy, biology and medicine, thermionic electricity, plasma physics, instrument development and electronic computing (Greenwood, 1974).

Women Civilians at Los Alamos

Manhattan Project leaders J. Robert Oppenheimer and General Leslie R. Groves scoured the country looking for anyone and anything that would help achieve their goal of building a “gadget.” They did not discriminate; women or men, young or old, Ph.D. or nominal technical experience—all were considered. The war was relentless, and people around the country were willing to disrupt their lives, leaving faculty positions or graduate studies, if it meant helping to end the fighting. Each individual who contributed to the Manhattan Project helped make possible a historic scientific achievement that was kept secret until the first atomic bomb was used in 1945 (McDonald, no date).

Only a small fraction of the women at Los Alamos worked as scientists. Most women found themselves at the Hill because their husbands had been recruited to work on the Manhattan Project. Women were isolated from the outside world and from intellectual life due to the stringent regulations which prevented scientists from discussing the project with their spouses. To limit the effects of life in an isolated community and keep up morale, the Los Alamos administration encouraged women to work. The majority of female residents were employed on a part-time basis as teachers, administrative assistants, laboratory technicians, nurses, and switchboard operators (Atomic Heritage Foundation, 2014).

During the Manhattan Project, 640 women worked at Los Alamos, about 11 percent of the total workforce (LANL 2018) and played a very important role in varying aspects of the Manhattan Project. Women participated in both a civilian and a military capacity (Atomic Heritage Foundation, 2014). The following are descriptions of contributions by a few women who worked at Los Alamos.

From a military standpoint, the WAC provided much of the administrative and clerical manpower and generally “filled-in” wherever they were needed. Civilian women worked as nurses, physicists, engineers, machine operators, maids, runners, drivers, chemists, typists, filers, doctors, inspectors, researchers, teachers, veterinarians, cryptographers, draftswomen, pipefitters, glass blowers, secretaries, and gauge watchers. In most instances they were over-worked and under-paid compared to their male counterparts. Although most of the women were white, there were also Hispanic, Native American, and African American women involved (Atomic Heritage Foundation, 2014).

In 1944, chemist Lilli Hornig conducted plutonium research at Los Alamos, where she was physically segregated from her male colleagues. “I worked in a cubbyhole ... I was really just cut off from everything else,” she said in an interview. “I don’t know if that was because we were women or because we were doing work that we had to be segregated, but I suspect the former because it wasn’t the only place that it happened to me” (LANL, 2018). Hornig felt that many men at that time were “not fond of women scientists generally” and often treated them as assistants rather than equals. “I was being asked to produce the readings, the data would go to someone else,” she remembered. “If I asked questions, that

was all right ... but I never engaged anybody in what we could call a technical discussion, and I resented that very much ... I was unhappy, and that was the working situation” (LANL, 2018).

Although common, this working situation was not typical for all women, or men at Los Alamos. In 1943, for example, nuclear physicist Jane Hamilton Hall received a raise “to bring her salary in line with those of comparable physicists on the project,” according to her division leader. In 1946, Hall’s performance review states that she was “not of secondary importance” on a project that she worked on with her husband. Hall went on to become the laboratory’s only female assistant director (LANL, 2018).

Hall, a physicist in Hanford, Washington, was also engaged in health physics and the pursuit of ways to protect radiation scientists working on the reactors. Hall and her husband had been working at the Metallurgical Laboratory in Chicago when they were recruited to help set up the reactors at Hanford; however, Hall was not allowed to work on the reactors with her husband again due to anti-nepotism rules, so she began research in the Health Physics Division. When Hall came to Los Alamos in late 1945, she worked on neutron diffusion and reactor research. In 1946, Hall and her husband worked as co-group leaders on a project to develop the world’s first fast plutonium reactor, called Clementine. This reactor would facilitate exploring the use of plutonium as a reactor fuel and enable further research about its use in weapons (McDonald, no date).

Mathematician Naomi Livesay, teaching assistant at the University of Illinois, received an invitation to join the Project in 1943. She was assigned to a group that would be programming a new IBM computer to calculate the predicted shock wave from an implosion-type bomb. Livesay had been trained at IBM headquarters and had used the machines for statistical research while working at Princeton, so she had the ideal background (McDonald, no date).

Prior to the arrival of the IBM machine, the term “computers” referred exclusively to individuals who were employed to do calculations by hand. Many of these computers were women, and quite a few were wives of Manhattan Project scientists. Some of the women had degrees in mathematics and the sciences and often took jobs as computers because of discrimination in their own fields. As a consequence, many of the women who became computers were vastly overqualified for their positions. At Los Alamos, approximately 20 computers worked in the T-5 Computation group by the end of the summer of 1943 (LANL, 2018). When the IBM machine arrived, Livesay was assigned to help supervise its use. The machine had to be programmed with wires and punch cards for each mathematical operation, and although it was faster than manual computation, it was still laborious. “One of our shock-wave calculations took us nearly three months, working six days a week, 24 hours a day, two operators per shift,” describes Livesay in her memoir. Once it was completed by the machine, she and her colleague would manually check the output. It would take her and another mathematician six to eight hours of intense work (McDonald, no date).

Dorothy McKibbin, a 45-year-old single mother and bookkeeper, was hired by J. Robert Oppenheimer in 1943 to be the first point of contact for Manhattan Project scientists before they headed “up the hill” from Santa Fe to Los Alamos. Known as the “first lady of Los Alamos,” she was the gatekeeper and was stationed in a nondescript adobe at 109 E. Palace Avenue in Santa Fe until the office closed in 1963 (LANL, 2018).

Librarian Charlotte Serber was the only female group leader of the Manhattan Project. She organized and protected secret documents in a space that featured a document room, a vault, and a ditto (copying) machine (LANL, 2018).

Mary Frankel, with degrees in both psychology and mathematics, became a junior scientist in the Computation group (T-5) in the Spring of 1943. She became an expert in using numerical methods to

solve physical equations and was in charge of setting up the problems for the staff to run on desk calculators (LANL, 2018).

Explosives technician, Frances Dunne, was recruited to work at Los Alamos in 1944 and was part of the assembly crew for the Trinity test the following year. She was the only woman in the Explosives Assembly group. Her small hands and manual dexterity were key considerations because she could adjust the trigger in the high-explosive shells of model weapons better than her male counterparts (LANL, 2018).

Nuclear physicist Elizabeth “Diz” Riddle Graves came to Los Alamos with her husband, Al Graves. When she arrived, Graves joined the Research Division and began applying her expertise to examining the role of neutrons in the gadget. The gadget relied on nuclear fission reactions. Fission happens when a heavy atom (such as uranium or plutonium) absorbs a neutron and splits. When this occurs, more neutrons are released, which can cause fission in other atoms. This potentially leads to a runaway chain reaction and a cataclysmic release of energy. Therefore, in order to control a fission reaction for use in a bomb, the scientists of the Manhattan Project had to understand how to control neutrons (McDonald, no date). Graves measured various materials and their ability to scatter high-energy neutrons. This work would help her group select a material to be used as a reflector to surround the core of the bomb. The reflector would keep neutrons inside, close to the core mass, so that the fission would continue and speed up the growth of the chain reaction. Graves also calculated neutron-multiplication effects in uranium metal in order to further understand how the neutrons would interact with the target element (McDonald, no date). During the first experimental test of the gadget, the Trinity test, Graves was pregnant, so she and her husband stayed at a cabin in Carrizozo, New Mexico, 50 miles from the test site, to observe and measure the explosion’s aftermath. They monitored the spread of radiation with a Geiger counter, the electromagnetic radiation with a shortwave radio (to see if it got disrupted), and the ground shock with a seismograph (McDonald, no date).

In an interview, physicist Joan Hinton recalled that during her time as a graduate student at the University of Wisconsin, she began to notice people were disappearing from her department. She also noticed that the Van de Graaff accelerator had gone missing. Then one day she received a letter offering her war-related work in New Mexico. When she went to the library to check out a book to read more about her destination, she found listed on the borrowing card the names of all the people who had disappeared from her department. Hinton accepted the job with the Manhattan Project and moved to Los Alamos to work with physicist Enrico Fermi’s group, building the first reactor to use enriched uranium for fuel. She also joined a second group that built reactors to test assemblies of enriched uranium and plutonium (McDonald, no date).

A significant effort was made by the Project leadership to recruit locally as well, which again included students. Floy Agnes “Aggie” Naranjo Lee was a member of the Santa Clara Pueblo who came to Los Alamos in 1945 when she finished her Bachelor of Science degree at the University of New Mexico (McDonald, no date). Lee worked as a technician in the hematology laboratory at Los Alamos. She collected and examined blood samples from Manhattan Project scientists, including Louis Slotin after a criticality-experimental accident that exposed him to a fatal dose of radiation in 1946. Lee, in an interview, described how Manhattan Project officials told the local public that Los Alamos was a “hideout for pregnant WACs. Santa Fe loved that story — they believed it” (LANL, 2018).

Physicist Elda Anderson, Ph.D. in atomic spectroscopy, is credited with preparing the first sample of nearly pure uranium-235 acquired by Los Alamos for experimentation (LANL, 2018). Anderson had been recruited to Los Alamos from Princeton University, where she worked in the Office of Scientific Research and Development. She was there on sabbatical from her position as Chair of the Physics Department at Downer College in Milwaukee, Wisconsin. Anderson’s time on Project Y was spent

examining the fission process and measuring parameters such as the number of neutrons produced per fission and the possible time delay before the emission of neutrons. Anderson's work at Los Alamos led to an interest in the emerging field of health physics: the study of protecting people and their environment from the effects of ionizing radiation (McDonald, no date).

After the war ended, many scientists left Los Alamos; they returned to their faculty positions or their graduate studies. Elda Anderson changed careers and became one of the founders of modern health physics. She became the first chief of education and training in the new Health Physics Division at Oak Ridge Laboratory. She established the professional certification agency, the American Board of Health Physics, and helped create the Health Physics Society, which now gives an annual Elda Anderson award for excellence (McDonald, no date).

Joan Hinton left physics completely after the war. Naomi Livesay and her husband moved to England to pursue their science careers and start a family. Agnes Naranjo returned to school, earned a Ph.D. in zoology, and pursued a career in radiation biology and cytogenetics. She served as director of the Department of Tissue Culture at the Pasadena Foundation for Medical Research and was a senior scientist at the Jet Propulsion Laboratory, also in Pasadena, California, before returning to Los Alamos to be a radiobiologist in the Laboratory's Mammalian Biology Group (McDonald, no date).

Some scientists never left Los Alamos and helped it transition into the national laboratory it is today. Elizabeth Graves continued to work on weapons, improving the ones that had been used in the war and exploring new ones. Her husband Alvin was injured in the Slotin incident, the accident in 1946 that killed his colleague, Louis Slotin. She was tasked with calculating the dosage of her husband's exposure without knowing he was the subject in question. Fortunately, Alvin survived, although he did suffer badly from radiation sickness. They both continued to work at the laboratory, and Elizabeth became a group leader in the Physics Division, where she remained until her death in 1972 (McDonald, no date).

Jane Hall also stayed at the laboratory. After building the Clementine reactor, Hall quickly moved into management, first as assistant technical associate director and then as the laboratory's assistant director in 1955. She was the first of only three women so far to act in this capacity. Hall ultimately became one of the country's most influential advisors on nuclear weapons when, in 1966, President Lyndon Johnson appointed Hall to a six-year term on the General Advisory Committee of the Atomic Energy Commission (McDonald, no date).

Women's Army Corps at Los Alamos

The Women's Army Corps was the women's branch of the United States Army. It was created as an auxiliary unit, the Women's Army Auxiliary Corps (WAAC) on 15 May 1942 by Public Law 77-554, and converted to an active duty status in the Army of the United States as the WAC on 1 July 1943. One of the purposes of the statute was to permit women to fulfill the work of Army men so that the men could serve overseas. However, the stated primary purpose was to increase the efficiency of the Army and make available to the national defense "the knowledge, skill and special training of the women of the Nation." Many women began enrolling for duty in the WAAC and welcomed the opportunity to be of service to their country during World War II (Bell, 1993).

Nearly 150,000 American women served in the Women's Army Corps during World War II. Many of these women served throughout the world with the Army Ground Forces, the Army Service Forces, and the Army Air Forces, in a variety of supporting, non-combat roles. The majority of WACs served with the Army Service Forces (Atomic Heritage Org, WAC 2018).

The WAC played a crucial role in the Manhattan Project. More than 400 WACs worked on the top-secret mission, primarily at the three major sites: Los Alamos, Oak Ridge, and Hanford. Hanford had the smallest group of WACs and Los Alamos had the largest group. A few WACs were also employed at office sites in New York, Washington D.C., and Chicago. The first detachments of the WAC were sent to project sites in 1943. Frances W. House served as the first commanding officer of the WAC detachments in the Manhattan District. She was succeeded by Arlene G. Scheidenhelm (Atomic Heritage Org, WAC 2018).

On April 17, 1943, the First Provisional WAAC Detachment was activated at Fort Sill, Oklahoma. A *History of Company "D" WAC Detachment, Manhattan District* prepared by the Los Alamos National Laboratory (LANL) states that the activation order was contained in a secret letter from the Adjutant General Army Services Forces, Washington, D.C. The letter also stated that due to the isolated position and undesirable living conditions of the Project, the War Department was cautious about bringing in too many WAACs at once. Consequently, the first group was used more or less as an experiment (Bell, 1993).

That first group six Auxiliaries: Leota T Germer, Florence E. Mallon, Ruth I. Millwright, Mabel B. Wolven, Frances E. Steele, and Anna E. Oliver, under the command of 3rd Officer, Helen E. Mulvihill, reported for duty at Los Alamos, New Mexico on April 21, 1943. Later they were joined by Mabel Wood, who came alone, then by Lee Brickhouse Klein and two others. Three of the original WAACs did not reenlist when the WAACs at Los Alamos were sworn into the regular Army, August 24, 1943. (Bell, 1993).

The working program for WACs was not well defined at first, and many were put on basic jobs, although many of them had technical qualifications; however, as they proved their abilities, they were placed in practically every department on the Project (Truslow, 1973). The women provided important support services, not only for post operations, but also in the Technical Area (where the science and laboratory buildings located). Some actively participated in the research and experiments. Others were accountants, bookkeepers, secretaries, clerks, record keepers, document clerks, draftsmen, commissary workers, workers in the Post Exchange, coordinators of transportation, travel and building equipment services, laboratory technicians, postal workers, payroll clerks, personnel office workers, fabricators of parts, supply and property clerks, telephone operators, medical technicians, motor pool drivers and dispatchers, librarians, cooks and scientists. (Bell, 1993; Truslow, 1973).

Security at Los Alamos was extremely tight. A number of WACs were assigned directly to the Security Office, working under Major Peer de Silva, Intelligence Officer, and his staff. They served as secretaries, typists, clerks, and cryptographers. They typed security questionnaires and worked on clearances. Newspapers and magazines were scanned for any references to Los Alamos or persons working there. People working in the technical area had had to pass high security checks before assignment. Many of the directives were handled orally but those which were put in writing were burned when there was no further need for them (Bell, 1993).

One WAC described duty "We fell out for roll call at 7 a.m. in full uniform. We were supposed to do daily calisthenics outdoors, but happily we quit after a brief try because Lieutenant Betty Miller could not stand the soldiers' cat calls and wolf whistles as they observed our exertions. We were excused from K.P. We shared West Mess with the SEDs (Special Engineer Detachment). The cooks were men; among them was Charles "Smokey" Stover who later owned the popular restaurant La Mesita in Pojoaque. Pretty young Spanish girls served the food onto our metal trays as the line moved quickly past and, even if the food was sometimes unappetizing, at least the servers were attractive. The menus were standard Army fare: meat, potatoes, gravy, vegetable, salad, bread and butter, dessert, horrible coffee, and, occasionally, a dish called 'Something on a Shingle.' Some of the WACs bulged so alarmingly on this husky diet that a

special WAC mess was eventually built where the menu leaned more to feminine requirements. No men were allowed except on specified occasions” (Roensch, 1993).

Some women in the WAC worked as scientists and engineers, while others began in clerical and service jobs, but trained and later transitioned to technical and research positions. Often overshadowed by the work of such historic luminaries as Dr. J. Robert Oppenheimer and physicist Enrico Fermi, several women at Los Alamos made significant contributions to Project Y, including Norma Gross, Mary Miller, and Myrtle Bachelder (NPS, Women's Army Corps Dorm).

Norma Gross, a chemist, joined the WAC during the war in order to stay near her husband, who was in the Army and had been assigned to Los Alamos (McDonald, no date). Gross, a chemist, produced radioactive lanthanum-140 (RaLa). The Fat Man bomb design included layers of explosive lenses that directed shock waves inward, compressing a plutonium core and forcing it to go supercritical (NPS, Women's Army Corps Dorm). The RaLa experiments investigated the symmetry of those explosive forces and provided crucial information for the design of the implosion-type weapon. Even with the extensive calculations that were being done to predict the feasibility of the implosion model, experiments were still needed to verify the compression on the core of the bomb. As the explosion compressed the core, the radiation of the gamma rays would decrease. By detecting and measuring the gamma rays, Gross and her coworkers could understand what was happening to the density inside the core to verify the compression model. These tests were the implosion experiments that most affected the final design of the implosion weapon, according to Los Alamos National Laboratory historian Ellen McGehee (McDonald, no date).

Dr. Mary Miller, PhD in chemistry, conducted foundational research into plutonium. She studied precious samples of this new metal, and developed the methodology for creating plutonium foils, which she fabricated herself. Miller established standards for collecting and studying plutonium that enhanced scientists’ understanding of the Trinity Test (NPS, Women's Army Corps Dorm).

Myrtle Bachelder led a group of WAC members who studied and measured the composition and purity of uranium sent to Los Alamos. The more conventional gun-type weapon designed by Project Y used uranium to sustain a chain reaction (compared to the implosion-type, plutonium-based weapon). Through spectroscopy, Bachelder discovered techniques for X-radiation and purification of uranium ores (NPS, Women's Army Corps Dorm).

Jane Heydorn arrived in Los Alamos in 1944 and began work as a telephone operator, monitoring calls for leaks of classified information. She later developed bomb-testing equipment as an electronics technician and then went on to operate Clementine, the world’s first fast neutron nuclear reactor (LANL, 2018).

Rebecca Diven graduated from USC in June of 1941 and specialized on national defense work at Cal Tech in 1943. She began her work for the Manhattan Project at Los Alamos in 1944, where she developed a quartz fiber microbalance to weigh extremely small amounts of plutonium (Atomic Heritage Foundation).

Between April 21, 1943, and December 31, 1945, there was a constant increase in the numbers of enlisted women in the WAC Detachment. On December 31, 1945, that total number assigned was 192. That did not include all who had served at Los Alamos because some of the women had been transferred or released from the service by that date. As the Army demobilized, the numbers decreased so that as of October 15, 1946, there were remaining only one officer and 32 enlistees (Bell, 1993). The detachment was deactivated on October 19, 1946. (LANL, 2018 and Bell, 1993).



Figure 2-3: WACs at Los Alamos

Source: <https://www.atomicheritage.org/history/womens-army-corps-wac>

After the war ended, the WACs, were demobilized from the Manhattan District. Many women left their wartime positions, and returned to their homes, or took on lower paid positions labelled as “women’s work.” Women were encouraged to do this to open up positions for returning male veterans. Other women involved in the Manhattan Project went on to have productive careers in science, technology, and other fields (NPS, Women's Army Corps Dorm). Norma Gross moved to New York and began teaching and doing research in organic chemistry (McDonald, no date). Some women continued to serve in WAC, and WAC remained as the women’s unit of the military. Some women did continue to serve in a variety of positions through the WACs in other U.S. conflicts such as the Korean War and the Vietnam War. In 1948, Congress passed the Women’s Armed Services Integration Act, guaranteeing that women would have a permanent place in U.S. military service. In 1978, the Army abolished the WAC and women were fully integrated into the regular Army, serving in the same units as men (Atomic Heritage Org, WAC 2018).

Los Alamos

Los Alamos, unlike Oak Ridge and Hanford, was a military post, with a military commander and staff, and various military units to perform post engineer and security functions. In many cases, for security reasons, project planners decided to provide on-site accommodations and community services for all military personnel and civilian scientists and technicians, as well as for their families. Nontechnical civilian employees working in unclassified jobs did not pose a security risk and could reside in neighboring small towns. They did, however, have access to on-site housing based on its availability and their family need (www.otis.gov LA-town).

As recently as 1942 there was nothing on Los Alamos Mesa except a few houses and buildings used by the Los Alamos Ranch School. Due to the isolation, secrecy and wartime shortages, the Manhattan Engineer District not only built a laboratory to develop an atomic bomb, but also a community to house its personnel and to service it. By direction, all construction was of a temporary nature. More than 5,000

persons were crowded into Army-style barracks, Quonset huts, barrack-style apartments, and a very few prefabricated houses. By the war's end crowded atop Los Alamos Mesa was a laboratory and a town (Los Alamos History 2021).

The stone and log buildings of the Los Alamos Ranch School for Boys formed the core of the community, with the new houses, dormitories, barracks, service, and other buildings of the nontechnical area located to the northeast and with the facilities of the technical area located to the south along the rim of Los Alamos Canyon. The school's Fuller Lodge housed visitors and a dining hall. The classrooms were converted to a Post Exchange and other shops. The arts and crafts building became lab director J. Robert Oppenheimer's house. The nearby masters' houses became residences for other top Project administrators. These houses were the only houses in Los Alamos to have tubs instead of showers, so this group of buildings quickly became known as "Bathtub Row" (www.otis.gov LA-town).

The unpredictable expansion of the bomb program consistently outran available housing. The total population in January 1943 was about 1,500. By the end of the year, it was estimated at 3,500 and in December 1944, it was 5,675. A year later, with a sharp increase during 1945, it was estimated at 8,200. There was an urgency at Los Alamos to complete facilities in the shortest possible time and at the lowest cost in terms of manpower and critical materials. Family housing units consisted of conventional houses, apartments, and duplexes, which the Army felt were of particular value for recruiting essential personnel and for ensuring security. These were supplemented by winterized hutments, hut apartments, and government and privately owned trailers. The combined capacity of these various types of housing could accommodate more than 600 families (www.otis.gov LA-town).

Single individuals resided in barracks or dormitories, with the best equipped dormitories reserved for unmarried scientific personnel. Civilian service personnel, such as firemen, janitors, and hospital attendants, occupied more cheaply built units. Most enlisted men had quarters in theater of operations-type barracks and enlisted women in modified mobilization-style units. To counter the unsatisfactory housing conditions, the isolation, and the strict security regulations, the Army gave considerable effort to providing residents with efficient, low-cost, and attractive food and service facilities. Meals were available to civilians at cost in several conveniently located mess halls and Army personnel ate at the regular military messes. Limited food service was available in the post exchanges. In March 1945, the post opened a new cafeteria specifically designed and operated to improve community morale. Open to everyone, it was better equipped, furnished, and decorated than the regular messes and served a more elaborate menu (www.otis.gov LA-town).

Commissary facilities began operations in March 1943 with privileges only available to Los Alamos residents; however, the majority of employees who lived offsite had little opportunity to do their shopping in nearby communities because of commuting distances. Consequently, the post commander ordered extension of commissary privileges to all who worked at Los Alamos. The Army set up the first "trading post" in a small log building of the ranch school in early 1943, but eventually opened outlets in several other locations, including one near the entrance of the technical area (www.otis.gov LA-town).

Life at Los Alamos

In almost every respect, life at Los Alamos was abnormal. From the makeup of the community to the insular, almost penal-like restrictions made necessary by the intense security, Los Alamos was unlike any other community in America. The first residents were remarkably homogeneous. Highly educated scientists, almost all-white males, and their families, they were in their twenties or thirties, healthy, and middle class. Some were recent arrivals to the country, but all shared a common purpose and a common employer (www.osti.gov la-life).

Work and security shaped life at Los Alamos. The official hours of work in the laboratory were eight hours a day for six days a week, but many groups, particularly research groups, worked more irregular and usually much longer hours. Work and what little non-work time existed was strictly controlled. Los Alamos was surrounded by a high barbed wire fence and armed guards, and secrecy became a way of life. Laboratory members were not allowed personal contact with relatives nor permitted to travel more than 100 miles from Los Alamos. A chance encounter with a friend outside the confines of Los Alamos had to be reported in detail to the security force. Letters were read and censored before mailing ([www.osti la-life](http://www.osti.gov/la-life)).

Soot from coal, wood and oil burning stoves and furnaces, and dust from the streets fell in endless layers on every surface. Winter snows and summer rains left streets and yards mired in mud. This was a significant change to the comfortable campus settings familiar to most on the staff. These conditions were offset somewhat by the beauty of the mountain setting and the conscious effort to promote educational, cultural, and recreational activities. In spring 1943, Walter Cook, a professor of education from the University of Minnesota, was brought in to design a model school system for gifted students. Scientists at the lab taught the more advanced students and provided lectures for a broader audience. More than 30 recreational and cultural organizations were formed, and home-grown talent provided concerts and amateur theater. Movies were shown several times a week. Outdoor activities included hiking, horseback riding, skiing, and ice skating. Golfers built a rough nine-hole golf course. Parties and dancing were popular on weekends. Alcohol was consumed freely when it could be obtained ([www.osti la-life](http://www.osti.gov/la-life)).

One woman resident wrote “there were the Officers' Club and the non-commissioned officers' club which many of the women enjoyed, especially on Saturday nights. The theatre building where movies were shown at least three nights a week was also used for Saturday night dance. Horseback riding was popular, and if one didn't know how to saddle up a horse, the MPs were cooperative in assisting them. Ice skating was a favorite pastime of many at the pond in the canyon - a beautiful place in winter surrounded by trees clothed with lace-like ice and snow. They skated to music provided by portable victrolas or radios” (Bell, 1993).

Los Alamos also grew more diverse over time. Ongoing construction as the lab and town grew brought construction workers, machinists, and other skilled workers. To relieve some of the constant labor shortage, General Leslie Groves brought in a contingent of the WAC in August 1943 and, beginning in late 1943, a group of enlisted personnel in the Special Engineer Detachment. By August 1944, military personnel made up 42 percent of the laboratory. Many became technicians, draftsmen, or scientific assistants. A few had master's degrees or doctorates, usually in the physical sciences. Some became junior scientists or higher. Despite the growing diversity, Los Alamos did have a class structure. At the top of the Hill society were the scientists and their families, followed by administrators and Army officers, other civilians, and finally the lower ranked enlisted men and women. Housing, dining facilities, and other perks of class and rank reflected these social realities. The inadequacy of the facilities at Los Alamos nonetheless encouraged neighbors to work together to solve their problems. The residents of Los Alamos developed a close-knit community during the war. A sense of excitement, of devotion, and of patriotism prevailed ([www.osti la-life](http://www.osti.gov/la-life)).

Housing

Dormitories were provided for single men and female civilians, and there were a few dormitories for married couples without children. All of the better dormitories were to house scientific personnel. Some rooms were made available to key personnel of the service organization working under the Commanding Officer. At the end of 1946, there were 36 dormitories with approximately 1,253 living quarters and 55 barracks providing another 1,496 individual units (Truslow, 1973).

Civilians and officers could bring families to Los Alamos; married noncommissioned officers could bring families no closer than Albuquerque. There were plenty of civilian dormitories for men, some for woman, and some for married couples. If a soldier married a civilian resident, they could live in her dorm as long as he fulfilled his Army duties. If a WAC married a civilian, she stayed in the WAC barracks. If a WAC married a soldier, each remained with his own outfit. If a WAC became pregnant, she was discharged and shipped out. By late 1945, so many soldiers and WACs had married that an apartment was set aside where couples could live together for 2-week periods on a rotating schedule. It was possible for married GIs to keep house together for two weeks out of three months (Roensch, 1993).

Troop housing was to have been 40 ft² per enlisted man and 50 ft² per enlisted woman, as provided by the war department circulars on the subject; however, the rapid growth of the military units and the lack of barracks space made it impossible to adhere to that policy. Housing structures used were Theatre of Operations type or modified mobilization type (also referred to as WWII temps) as in the case of WAC barracks buildings. Units housed were the Special Engineer Detachment, WAC Detachment, Military police Detachment, and the Provisional Engineer Detachment. Some barracks not in use by the Army were used for civilian barracks or converted dormitories (Truslow, 1973).

Barracks life for the women at Los Alamos was similar to that on almost any other Army post. The first groups to arrive were housed in apartments barren of furniture except for beds. In August 1943, the first WAC barracks, No. T-228, was completed and the women moved there. It had a capacity for housing at least 60 WACs. Later, as the unit grew, it was necessary to construct three additional barracks: T-240, T-40, and T-251. Because of its proximity to the central post, T-40 was used by nurses, medical WACs, and telephone operators who might be required on duty at any hour (Bell, 1993).

Each floor of Building T-228, the first barracks, was a long room without partitions. Beds were lined up side by side with an aisle in the middle. Heads of beds were toward the outside walls. Uniforms and shirts were hung on racks along the walls, and at the foot of each bed was a footlocker for other clothing. There were specific rules for the arrangement of the clothing in the footlocker. Shoes and boots were lined up under the bed. On the wall behind each bed was a cabinet to hold personal items - combs, brushes, make up, note paper, books, etc. The top floor of Building T-228 opened out onto a sunroof for top floor resident use. At the other end of the building was a stairway leading down to the latrine, first floor quarters and the exit (Bell, 1993).

One resident described T-40 as "soon we saw a series of familiar-looking two-story buildings painted green, residences for civilians. We stopped at the WAC orderly room and entered to report to our commanding officer Lt. Helen Mulvihill. She was delicate, self- possessed and friendly. Upon welcoming us, she sent us with an escort to our barracks. We found the usual bunks row on row, but not double-deckers. Each bunk had a cupboard and a footlocker. The floors were hardwood and waxed. It was an H-shaped barracks with about 50 bunks in each wing. The wings were connected by latrines, showers and laundry. The private individual showers and two private bathtubs were a luxury we had missed since joining the Corps" (Bell, 1993).

Every Saturday morning, the commanding officer formally inspected the premises. Friday night was dubbed "G.I. night." The WACs scrubbed the areas under and around their beds, saw that everything was in perfect order, shined their shoes, pressed their clothes and performed assigned tasks in the common areas. Fortunately, the WACs at Los Alamos were not subjected to KP (kitchen police) duty (Bell, 1993).



Figure 2-4: Men's Dormitory T-128 May 1946

Source: Los Alamos National Laboratory

Captain Helen E. Mulvihill Dean and six enrollees arrived from Fort Sill, Oklahoma on April 21, 1943. On May 17, 1943, she wrote:

"We are in new quarters. We now have our own little rambling cottage which the girls have named 'WAAC Shack.' It certainly is pretty with spyrea all around - and a border of iris and bed of tulips in bloom. We changed eating places today, and instead of eating at the regular mess, we are now eating at what used to be an expensive lodge. We are served our meal's on china plates and served in courses by handsome Mexican boys in brilliant satin shirts, white duck pants and brilliant scarves or cummerbunds" (Bell, 1993).

Later as new buildings at Los Alamos were completed, the WAC enlistees moved into a new barracks and the officers into another building. Lt. Dean (promoted from Captain) describes the new living conditions in a letter dated September 20, 1943:

"We've been moving all day for what I hope if our last move for the duration. My Jr. officer and I have a sort of suite of rooms. We each have a tiny room of our own and share a tiny bathroom with shower... Instead of having the girls scattered all over the post and my office being moved daily, we are now in one section - the girls in a nice new barracks and the company office, recreation room, and officers' quarters in another building" (Bell, 1993).

Mobilization Construction - World War II Temporary Housing

In 1940, the United States undertook one of the largest domestic construction projects in the history of this country: building facilities to train men and women for military service in World War II. The nation rose from the depression to meet the demands of the war. It also changed forever many design and

construction practices and techniques. In order to facilitate the mobilization program, the Quartermaster Corps' Construction Division and the Corps of Engineers' Construction Division were merged and by the beginning of 1942, the construction program proceeded under the direction of the Army Corps of Engineers. Since then, the Corps of Engineers has provided the engineering support to all Army installations for the construction and maintenance of its buildings and grounds. But never since then, has it had the challenge of World War II mobilization requirements (Legacy 1992).

In response to the German Army's invasion of continental Europe, the United States quickened mobilizing for war in June 1940. But before the U.S. soldiers could fight abroad, they had to be housed and trained in the continental United States. The building program began in earnest in the fall and, responding to current military events, rapidly surged forward. In fall 1939, the Army consisted of little more than 200,000 men, a number that was already straining the War Department's housing capacity. By November 1944, the Army was able to provide adequate housing for over 6 million troops in the United States. For the first time, the War Department needed to accommodate a substantial standing Army that would be stationed in the U.S. indefinitely. The Army needed immediate plans for accommodating all these incoming men (NPS, World War II Mobilization Effort).

The Army's two construction divisions, the Quartermaster General and the Army Corps of Engineers, established five principles to guide mobilization construction plans: speed, simplicity, conservation of materials, flexibility, and safety. Using these principles, the construction divisions drew up standard building plans for simple wood-frame structures; the buildings were made with inexpensive and prefabricated materials and could be constructed in assembly-line fashion (NPS, World War II Temporary Construction). Construction took place at break-neck speed, as a result of readily available labor resources and ingenuity with building materials. Construction crews at Fort Ord in Monterey, California boasted that they could finish a building every 54 minutes (NPS, World War II Mobilization Effort).

Some of the typical elements of the Army's WW II buildings include:

- Long, rectangular shape
- Gable roof
- Horizontal wood siding
- "aqua medias" (the 1st story projecting overhang) which provide protection from rain
- Multi-paned, double-hung windows (NPS, World War II Temporary Construction).

Only 270,000 out of the total 6 million troops were lodged in buildings labeled "permanent." A small number were billeted in tents. Most of these troops were lodged, fed, and supplied in more than thirty thousand "temporary" wooden buildings, nearly all of them constructed in a few short years (Legacy 1992). The Army built its mobilization structures with the expectation that they would be "temporary," lasting from five to 20 years. An Army inventory in March 1985 showed that nearly 24,000 of these "temporary" World War II buildings were still standing and that a large but undetermined number were still in use (Legacy 1992).

While the existence of these buildings testifies to the soundness of Army construction, their condition nevertheless deteriorated in subsequent years. As maintenance costs climbed higher, it became clear to military planners that the Army of the 1980s could no longer be housed either comfortably or inexpensively in 1940s Army barracks. By early February 1984, a plan was approved to raze over 38 million square feet of World War II-era buildings by 1990, which constituted over a third of the Army's inventory of such buildings (Legacy 1992).

Los Alamos Post WWII

After the war, the country plunged into the Cold War, and it was determined that the Laboratory would continue. In 1947, the Atomic Energy Commission took over operations of the Laboratory programs. The Los Alamos Technical Area was moved across the Canyon to the South Mesa, where it is still located today. By mid-1947, the first permanent housing units for the new Laboratory site were being occupied. From that time on apartment and housing construction has been a priority program. All of the original temporary technical facilities were demolished, including the icehouse and several of the Ranch School structures. As fiscal year 1950 ended (July 1, 1950), Los Alamos had approximately 2,800 houses and apartments on four mesas. It has 1,225 dormitory rooms, and 160 trailer spaces in its Trailer Park. Comparatively few of the temporary wartime housing units from the original site remained, and they were scheduled for eventual removal (Los Alamos History, 2021).

The Zia Company was contracted to run the Los Alamos Laboratory and the community of Los Alamos in 1946. They managed the town until the early 1960s and continued to manage the Laboratory until 1986. The dormitory was used for housing teachers after the war.

Ruth Helmick Lier came to Los Alamos in August 1951 at the age of 22 to teach Science at the New Los Alamos High School on Diamond Drive. The Los Alamos Schools/AEC assigned her to a room on the second floor of a "Priority teachers' dormitory." Lier's dorm was next door to the WAC dorm. Lier described her experience. "Due to the many fire hazards of these wooden dorms, it was forbidden in 1951 to cook or have any heating elements in our rooms (no electric coffee makers or hair dryers in those days). I had one outlet to use to plug-in an electric-radio Clock (purchased at the original Metzgers Hardware store). In the great room downstairs near fireplace was a tiny cooking area along a wall with small stove with oven and a small sink. It was used for making snacks, popcorn, boil coffee or tea, cookies etc. All the singles from the various types of dorms downtown ate 3 meals a day at the cafeteria next to the Post Office in Central Ave. This was about 3 blocks across the community center to the cafeteria and a social spot. The building had beautiful hardwood floors so no carpet. The Zia maids cleaned, waxed and polished all our floors daily, including our rooms (Lier, 2021)."

Today, the Landmark District consists of the nine extant structures of the Ranch School; the Fuller Lodge, currently used as the community center; the house directly to the north of the lodge, which is used a museum; the small stone powerhouse at 2150 Juniper Street, which is used by the Red Cross; and the five private residences which constituted "Washtub Row," from 1964 Juniper Street through 1300 and 1350 20th Street to 1967 and 1984 Peach Street. The private houses were purchased by Laboratory scientists who have continued on at Los Alamos, and the few alterations have largely been in terms of new rooms, porches, and windows. On the southern shore of Ashley Pond is a memorial shelter, built on the site of the icehouse, out of icehouse stones. In the 1950s, the WAC Dormitory was leased to, and later purchased by, the Christian Science Society. The Society sold the building to Los Alamos County in 2019. The Society preserved much of the dormitory's original 1940s style.

CHAPTER 3: DESCRIPTION OF THE DORMITORY

Existing Conditions

The existing site consists of the two-story dormitory building, driveways on the north and south side of the building as well as concrete sidewalks and landscaping. Both parking lots have access on 17th Street and 18th Street. The north driveway has very large turning radii to 17th street. It appears that the north driveway was a street in the 1940s. The asphalt parking lots and driveways are weathered with potholes. The sidewalks are narrow and in poor condition with some possible trip hazards. The site perimeter walks do not conform to current zoning requirements. The landscaping consists of mature over-story trees along with overgrown juniper bushes and grasses (figure 3-1).



Figure 3-1: Dormitory Landscape

Source: J. Aaron

The building is a rectangular, two-story building with a one-story extension on the north and south ends. The building, as were most buildings at Los Alamos, was designed by W. C. Kruger, a prominent Albuquerque architect. He modified the World War II temporary 20-man dormitory plans. The first floor is approximately 112 feet by 30 feet, and the second floor is approximately 70 feet by 30 feet. The first story roof peak is 16' 6" and the second story roof peak is 24 feet 6 inches. Total square footage is 5,373 ft².

The building exterior is clapboard wood siding with corner boards, both painted white. The window sashes are also wood painted white. The partially exposed concrete foundation has been covered with a brick veneer. The gabled roof is covered with asphalt shingles. The original elevation drawings call out wood shingles (figure 3-2). The roof rafter tails, also painted white, overhang the exterior walls about 24 inches. There are no gutters or down spouts.

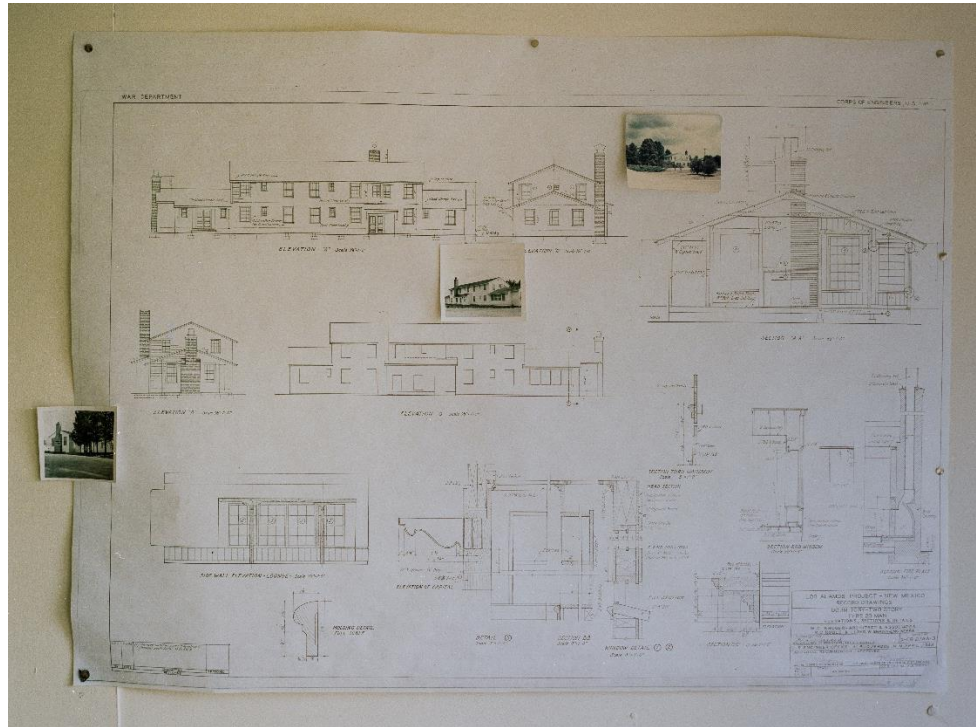


Figure 3-2: Dormitory Elevation Drawings

Source: Minesh Bacrania

The windows are wood sashed windows. In the bedrooms, there is one six over six double hung sash window. Each bathroom has a four-over-four double hung sash window. The panes in the bathroom window are textured obscured glass. The lounge on the first floor (the sanctuary while a church) has four abutting six over six sash windows on the east and west elevations (approximate 3' by 5' opening). The north elevation has a 12-over-12 wood sash window flanking each side of the brick fireplace chimney. Most of the larger bedroom windows and east and west sanctuary window sets are flanked by wood shutters, painted black. The bedroom and lounge window have hooks for hanging screens. The second-floor north elevation has two six-over-six double hung windows in the bedrooms with a fire escape window at the end of the central hallway. The fire escape window has nine lights. The second-floor south elevation has two six-over-six double hung windows in the bedrooms with a small central window with three horizontal lights. Black louvered shutters were added at a later date around most of the larger windows.

The dormitory has three entrances. There are two doors on the west elevation and one on the south elevation. The north end of the west elevation has double wood doors. The doorway is approximately three and a half steps up from the ground to the lounge floor. The steps and landing are capped with red brick and flanked by metal pipe railing. It is not known if the original steps were capped in brick. To date, original floor plans have not been located and trees obscure the views of the entrance in historic photographs. The doors are solid wood with three lower panels and two-over-two fixed lights. The

entrance on the south end of the west elevation is recessed in a space about 3 feet deep by 8 feet. The double doors are also solid wood with three lower panels and two-over-two fixed lights. This entrance is at ground level. The recess was once enclosed with a partial wood slat wall with screens and double screen doors (figure 3-3). There is also a single door on the south elevation. The original elevation drawing (shown above) does not show this door. Photographs of other matching dormitories also do not show a door on this elevation. It has a storm door which is broken, and a wood door with three lower panels and two-over-two fixed lights. A concrete sidewalk and small concrete landing are in front of the door. The door is approximately one foot above ground. This door is flanked by Doric pilasters and an entablature surmounted by an acorn pediment (figure 3-4).



Figure 3-3: Dormitory West Entrances and Elevation

Source: J. Aaron



Figure 3-4: South Entrance and Elevation

Source: J. Aaron

On the east elevation is a one-story mechanical room approximately 16-feet by 24-feet. It projects out from the east elevation by about 4 feet. It has two six-over-six wood sashed, double hung windows, (the lower half of the southernmost window is boarded up), a door of vertical wood slats and two small louvered vents covered with wire mesh (figure 3-5). The room has unfinished plywood walls and houses the electrical and mechanical equipment for the dormitory. There are notes and signatures written on the walls by previous repair persons and visitors (figure 3-6), including a noted motor change on April 25, 1944.



Figure 3-5: Mechanic Room on East Elevation

Source: J. Aaron

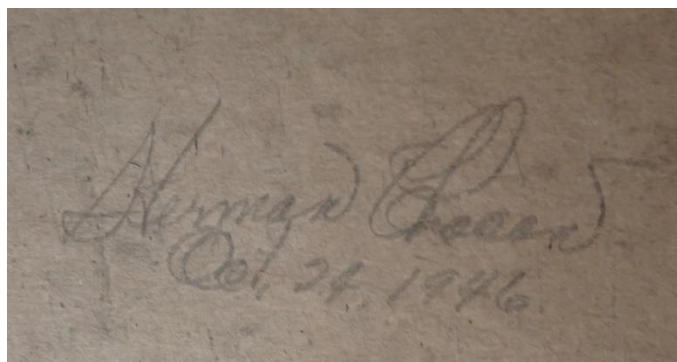


Figure 3-6: Signature on Mechanical Room Wall

Source: J. Aaron

There are two chimneys. One chimney serves as a vent for the mechanical system. It is on the south wall of the mechanical room, which is a simple 3-foot square, red brick chimney rising 4 feet above the second story roof. The second chimney is on the north end of the building and vents a fireplace in the lounge. The base of the chimney is 2-feet by 7-feet. Approximately 10 feet above the ground, the central portion of the chimney narrows to 2 feet by 4 feet and extends about 4 feet above the peak of the roof. The 18-inch portion of each side of the chimney stair-steps back into the dorm. This chimney has three layers of corbelling at the top (figure 3-7). It originally had a chimney pot. A flue lines the inside of both chimneys and extends about the height of the brick.



Figure 3-7: North Chimney

Source: J. Aaron

The first floor had ten 9-feet by 12-feet bedrooms with 11 feet high ceilings (two of the bedrooms have been modified, see below). Each bedroom has a 4-foot by 2-foot-deep closet, built-in lower cabinet with upper shelves (figure 3-8). The bedrooms have one window, but the end bedrooms have two windows. The floors are wood, and the walls and ceiling are gypsum board. The interior doors are five-recessed-panel wood doors. Two bedrooms share a bathroom accessed from inside the bedroom. The bathroom is 5-feet by 5-feet with a small sink and toilet against the outer wall and a small 32-inch square shower against the inner wall. The first floor had five bathrooms .



Figure 3-8: Bedroom, Built-In and Bathroom

Source: J. Aaron

The first floor also has the mechanical room, a small janitor's closet with sink, a 10-foot by 12-foot storage room with floor to ceiling built-in storage cabinets on one wall. The bedrooms, janitor's closet and storage room are all accessed from the center 5-foot by 82 ½ -foot central hall. The ceiling in the hall is 8 feet high. The hall ends on the south at an exterior door, and on the north into the lounge.

The lounge, which functioned as the sanctuary when owned by the Science Christian Church, is 28-feet deep (north to south) and 20-feet wide east to west with a ceiling height approximately 11-feet (figure 3-9). There is a 4-foot by 20-foot recess on the east and west sides of the lounge with ceilings at 8-feet. Two columns on each edge of the lower ceiling frame these recesses. The columns are surmounted with wood carved capitals. The west side has the double doors to exit the room. The north ends of the recesses have built-in natural stained selves and lower cabinet. The doors and back wall are natural stained wainscot. The central portion of the north wall is paneled in the same natural stained wainscot, as are the eight feet of the perpendicular 8-foot wall. The remaining walls are gypsum board with a 2-foot high wainscot on the lower portion of the wall. There is a 16- to 18-inches deep window seat flanking the centered fireplace. The fireplace is redbrick with a wood mantel. A platform and pulpit have been added to the north end of the room in front of the fireplace. The south wall of the lounge originally had a door to close off the hallway, and built-in shelves on the south end of the recesses. These shelves have been removed, likely when the bedroom walls were removed.



Figure 3-9: Northwest Corner of Lounge

Source: J. Aaron

The upper six feet of the two interior walls of the two bedrooms that are adjacent to the lounge have been removed to enlarge the sanctuary. The lower two feet have been covered in wainscot and painted white. Square columns have been added to frame the original doorway and inner corner. The closet, built-in cabinet and shelves and doorway to bathroom have been retained (figure 3-10).



Figure 3-10: Bedroom, Built-In, and Bathroom

Source: J. Aaron

The southern-most west entrance leads into a small entry. There are three steps up to the main floor and hallway. On the right is a switch back flight of stairs to the second floor (figure 3-11). The second floor has ten 9-foot by 12-foot bedrooms with 11-foot high ceilings. There is also an “L” shaped about 86 ft² room with wood shelves for storage cross from the stairs.

The eight bedrooms have a 4-foot by 2-foot-deep closet, built-in lower cabinet with upper shelves. The bedrooms have one window, but the north-end bedrooms have two windows. The floors are wood, and the walls and ceiling are gypsum board. Some rooms have had carpeting installed over the wood flooring. The interior doors are five-recessed-panel wood doors, except for the two inner bedrooms on the east side. The lower two panels in these doors have been replaced with wood louvres. These rooms include the cold air return for the heating system. Two bedrooms share a bathroom accessed from inside the bedroom. The bathroom is 5-foot by 5-foot with a small sink and toilet, plus a small 32-inch square shower. The second floor has five $\frac{3}{4}$ bathrooms. The two rooms on the south end differ from the other eight bedrooms. These two bedrooms share a bathroom that had the shower and toilet against the inside wall and the sink on the outer wall. The shower has been removed. These rooms had a 4-foot by 4-foot closet and no built-ins. The closet in the southwest bedroom has been removed and a doorway added. As with the first floor, there is a central hall. The north end of the hall leads to a half flight of stairs leading to a 9-light fire escape window. There was a small platform and ladder on the exterior leading to the ground. It has been removed.



Figure 3-11: Interior of Southwest Entrance

Source: J. Aaron

Many of the fixtures (lights, mirrors, faucets, toilets, and sinks) in the bathrooms are original (figure 3-12). Some have been replaced, and some removed. Electricity is provided throughout the dormitory through metal conduit and outlets mounted to the walls. The light fixtures are original, as are many of the vent grates and thermostats.



Interior Ceiling Grate
Source: Mullen Heller Architecture



Bathroom Sink
Source: Mullen Heller Architecture



Interior Ceil Light in Lounge
Source: J. Aaron



Built-in Cabinets in Upstairs Storage Room
Source: J. Aaron

Figure 3-12: Interior Fixtures

Source: J. Aaron

CHAPTER 4: EVALUATION OF HISTORIC SIGNIFICANCE

As stated in Chapter 1, to be eligible for the NRHP, a property must meet certain NRHP evaluation criteria established in 36 CFR Part 60.4. The evaluation of the WAC Dormitory is presented below.

Evaluation for Listing in the National Register of Historic Places

To qualify for the National Register, a property must be significant. In other words, it must represent a significant part of the history, architecture, archaeology, engineering, or culture of an area, and it must have the characteristics that make it a good representative of properties associated with that aspect of the past. The significance of a historic property can be judged and explained only when it is evaluated within its historic context.

The historic context within which to evaluate this dormitory is provided in Chapter 2. The dormitory was constructed by the Army in 1943 to house women working on the Manhattan project during World War II to develop an atomic weapon to assist with ending the war. The themes of the historic context as it relates to the dormitory are military, community planning and development, and social history.

In accordance with the National Register Criteria, the historic context may relate to one of the following:

- An event, a series of events or activities, or patterns of an area's development (Criterion A);
- Association with the life of an important person (Criterion B);
- A building form, architectural style, engineering technique, or artistic values, based on a stage of physical development, or the use of a material or method of construction that shaped the historic identity of an area (Criterion C); or
- A research topic (Criterion D).

The National Register Bulletin 15: *How to Apply the National Register Criteria for Evaluation* (NPS, 1997) was reference for this evaluation. Under Criterion A: association with an event(s) that made a significant contribution to the broad pattern of history. A property can be associated with a specific event marking an important moment in American history. The bulletin states “Mere association with historic events or trends is not enough, in and of itself, to qualify under Criterion A. The property's specific association must be considered important as well.”

The WAC Dormitory is the only remaining Army-constructed temporary housing unit at Los Alamos from the World War II Manhattan project period. It was constructed in 1943 during the major build up needed to provide working and living accommodations for scientists, researchers, and base support for the laboratory. The dormitory has private bedrooms for the occupants and a common space for entertaining. Life at Los Alamos was abnormal and access to social amenities outside the laboratory for most employees was restricted. Because of the secrecy and security, the Army had to provide all forms of work facilities as well as community and social amenities for both single and married employees, and military and civilian personnel.

Being able to attract capable scientists and workers to the laboratory was vital to the success of the project. The dormitory provided housing for the WAC assigned to Los Alamos. The WAC and civilian women provided critical services during World War II and the Manhattan project. This building conveys these important aspects of the historic context and illustrates one type of living quarters during this period. Therefore, the dormitory is eligible for the NRHP under Criterion A.

To be significant under Criterion B: Person, the person(s) associated with the property must be individually significant within a historic context. The criterion is generally restricted to those properties that illustrate (rather than commemorate) a person's important achievements. Although women and WACs made many important contributions to the Manhattan Project, the dormitory is not where these contributions took place, and the dormitory does not illustrate those accomplishments. The building was designed by W.C. Kruger. W.C. Kruger and Associates have a number of other buildings that are listed on the NRHP, including the Los Alamos U.S. Post Office. However, this design is a modification of an Army mobilization design, and not representative of his original works. Therefore, the dormitory does not meet this criterion.

To be significant under Criterion C: Design/Construction, properties are significant for their physical design or construction, including such elements as architecture, landscape architecture, engineering, and artwork. To be eligible under Criterion C, a property must meet at least one of the following requirements:

- Embody distinctive characteristics of a type, period, or method of construction.
- Represent the work of a master.
- Possess high artistic value.
- Represent a significant and distinguishable entity whose components may lack individual distinction.

These housing building types, although mass produced, are historically important. Their architecture is straightforward, based on simple calculations of cost, efficiency, and speed of construction. The war mobilization buildings are significant for their design, construction, and technological innovation. Techniques such as the standardization of plans, prefabrication of units, and assembly-line approach to construction were largely pioneered in the construction of these mobilization structures. They were also partially responsible for raising the building standards to include such amenities as central heating, indoor plumbing, and electricity. Mobilization construction also had a tremendous impact on the economy, facilitating the recovery of the building industry following the Great Depression. The dormitory embodies the distinctive characteristics of a type, period, or method of construction, including:

- Long, rectangular shape
- Gable roof
- Horizontal wood siding
- “aqua medias” (the 1st story projecting overhang) which provide protection from rain
- Multi-paned, double-hung windows.

Therefore, the dormitory is eligible for the NRHP under Criterion C.

Criterion D: Information Potential, most often applied to archeological districts and sites. Criterion D can also apply to buildings, structures, and objects that contain important information. To be significant under Criterion D, the dormitory must be, or must have been, the principal source of the important information. The dormitory does not meet Criterion D, the physical building would not likely additional important information.

Evaluation of Integrity for Listing in the National Register of Historic Places

Integrity is defined by the NPS as a property’s “ability to convey its significance.” To be eligible for the NRHP, properties should retain most of the seven aspects of integrity including location, design, setting, materials, workmanship, feeling, and association.

Location is the place where the historic property was constructed. The dormitory is in the location it was built.

Design is the combination of elements that create the form, plan, space, structure, and style of a property. As stated above, the dormitory embodies the distinctive characteristics of a type, period, or method of construction for WWII temporary housing. There have been no additions to the building. It retains its form, plan, and space. The roof line and siding are original.

Setting is the physical environment of a historic property. The dormitory was located in the northeastern portion of the laboratory in an area with other dormitories, houses, barracks, mess hall, and social amenities. Although the setting is still predominantly residential with social amenities, the relationship to other military dormitories and barrack, and the military features are no longer extant.

Materials are the physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property. The majority of the original materials are extant and convey the significance of the style.

Workmanship is the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory. Similar to the design, the distinctive style and materials of the WWII temporary housing are intact and convey the workmanship in the construction. The methods of construction and finishes are intact.

Feeling is a property's expression of the aesthetic or historic sense of a particular period of time. Predominant materials used in construction of the dormitory include the clapboard wood siding, multi-paned windows, gable roof, and interior finishes. These materials have been retained. The building retains feeling.

Association is the direct link between an important historic event or person and a historic property. A property retains association if it is the place where the event or activity occurred and is sufficiently intact to convey that relationship to an observer. The association has been compromised by the removal of the majority of the WWII laboratory.

The building retains aspects for location, design, materials, workmanship, and feeling; therefore, the building retains integrity.

Period of Significance

The period of significance for the WAC Dormitory began in 1943, when it was constructed and ends in the 1950s, when the Christian Science Society began church services in the building.

Character-Defining Features

The important character defining features of the dormitory include:

- Original circulation patterns indicated by the placement of the sidewalks
- Mature trees
- Rectangular shape of the building, with smaller second story
- Gabled shingle roof (shingle not original)
- Exterior white painted clapboard wood siding with corner boards
- Wood-sashed multi-paned, double hung windows with screens, and storm windows

- Two west side double door entrances - one entrance is recessed into building with a screened area which provides access to the private portion of the dormitory, and the other door provides access to the lounge (more public part of the building)
- Exterior wooden double doors with three lower panels and two over two fixed lights
- Projecting mechanical room with windows, door, vents, and unfinished plywood interior
- Two brick chimneys
- Interior layout of bedrooms, bathrooms, halls, storage rooms with built in storage cabinets (1st floor)/shelves (2nd floor) and lounge. Separation of the private and public spaces.
- Repetitive size of each bedroom including built-in closet, shelves and cabinet, finishes, gypsum board walls, five panel wood doors, and wood floor
- Wood floors, gypsum board, and interior doors throughout
- Layout and fixtures in bathrooms, double access to bathrooms
- Access to rooms from central hall
- Lounge, with columns and carved capitals, recesses, built-in natural stained selves, lower cabinet, wall and wainscot, wood paneling, window seats, and brick fireplace, and wood mantel
- Original fixtures, including lights, mirrors, faucets, toilets, sinks, electrical conduit and outlets, vents, grates, and thermostats

Alterations to Original Building

The building retains many of its original design, materials, and finishes. Alterations that have occurred include:

- Driveways on the north and south side of the building have been added
- Concrete walk around perimeter of the lot was added
- Juniper bushes are not part of the original landscape
- Brick veneer on concrete foundation was added (figure 3-13)
- Some glass windowpanes have been replaced
- Black louvered shutters were added at a later date around most of the larger windows (figure 3-14)
- South entrance with small concrete landing with Doric pilasters and an entablature surmounted by an acorn pediment appear to have been added
- Removal of the two walls in each of the two bedrooms adjacent to the lounge
- Some bathroom fixtures have been removed or replaced
- Platform and pulpit were added (figure 3-15)
- Built-in shelves on the south walls of the lounge have been removed
- Low wainscot added on the walls that were once part of the hallway
- Removal of shower in the south upstairs bathroom
- Removal of the closet in the southwest bedroom, and the addition of a door connecting the two southern bedrooms
- Second floor exterior fire escape platform and ladder have been removed



Figure 3-13: Foundation Brick Veneer
Source: Mueller Heller Architecture



Figure 3-14: Black Shudders
Source: J. Aaron



Figure 3-15: Interior of Lounge with Platform and Pulpit
Source: J. Aaron

CHAPTER 5: TREATMENT RECOMMENDATIONS

The WAC Dormitory is currently eligible for listing on the NRHP. To retain the integrity of the historic property as it undergoes construction for re-use, future treatment recommendations are provided in this chapter.

Los Alamos County Goals for the Dormitory

Los Alamos County intends to repurpose the dormitory to provide space for an extension to the Manhattan Project National Historical Park in Los Alamos and to provide administrative offices for the National Park Service in Los Alamos County. In the conceptual scheme, the first floor will house administrative offices, a meeting space, and “restored” room to be an exhibit to reflect the dormitory arrangement from the 1940’s. Additional displays could be included in the renovated space. The second floor could be additional exhibit space and a live-in suite.

The WAC Dormitory is one of two authentic Manhattan Project era buildings still standing and relatively unaltered. Restoring and preserving the building exterior, with the intention of achieving National Historic Register status and inclusion in the park and walking tour, is the highest priority for Los Alamos County. The County intends to have the building listed on the NRHP either individually or, preferably, as a contributing resource to the Los Alamos Scientific Laboratory National Historic Landmark District; therefore, the historic integrity and character defining features of this building need to be preserved. In order to meet the re-use the dormitory, the building would need modifications to bring it up to building safety and American Disabilities Act (ADA) codes; therefore, some changes will be required. To guide such preservation work, the National Park Service has developed standards and guidelines for treatment to historic buildings. The Secretary of the Interior's Standards for the Treatment of Historic Properties are historic preservation principles that promote historic preservation best practices.

Conceptual Design

The building will serve as the MPNHP visitor center and office space. Alterations to the interior will be made to accommodate the new uses including a large gathering space for park exhibits and presentations, new visitor restrooms, and park employee offices. The new layout will include physical separation between the uses, providing privacy for park employees. The original character of the building will be preserved wherever possible, but the functionality of the space for the new occupants will take priority.

The dormitory will serve as a history museum and exhibit space with one or more dorm rooms restored to their original condition to serve as a demonstration exhibit and homage to the women that lived there. Alterations to the interior will be made to accommodate the new use, like larger gathering spaces, reception area, and visitor restrooms. However, any changes made will be purposeful and minimal, preserving the original character of the space wherever possible. There will also be exterior exhibits free to the public to visit at any time of day.

Although the public showed great support for a housing component, the County is not equipped to manage a residential housing property. However, a single occupant live-in suite will be included in the WAC Dormitory to provide a transient lodging space for a County or Park Service employee. The single-occupancy suite will have a bedroom, bathroom, and small living area including a kitchenette, all of which will be ADA compliant. Despite the modernization, the new live-in suite will consider and reflect the original character of the dorms, preserving the nostalgia and attraction of staying at the dormitory.

Overall, this renovation will aim to restore and preserve the exterior of the building as a historical structure while updating the site and interior to accommodate the modern mixed-use functions. All

interior renovations will strike a balance between modern efficiency and historical sensitivity. The MPNHP visitor center and exhibit space being in a historical building will bolster the user experience while the live-in suite will fill a need for both the County and National Park Service, allowing Los Alamos to be a more viable and attractive option for potential seasonal employees. This mixed-use, flexible approach will transform the WAC Dormitory into a national tourist destination, acting as a hub for the community, a place for neighborhood gatherings, educational activities, and local exhibit space.

Secretary of Interior Standards for Treatment

The standards put forth four distinct approaches to the treatment of historic properties—preservation, rehabilitation, restoration, and reconstruction—with accompanying guidelines for each. One set of standards will apply to a property undergoing treatment, and depends upon the property's significance, existing physical condition, the extent of documentation available and interpretive goals (if applicable).

The standards are a series of concepts about maintaining, repairing, and replacing historic materials, as well as designing new additions or making alterations. The guidelines offer design and technical recommendations to assist in applying the standards to a specific property. The standards and guidelines provide a framework for decision-making about work or changes to a historic property.

The standards and guidelines include both the exterior and the interior and extend to a property's landscape features, site, environment, as well as related new construction. State and local officials can use these standards and guidelines in reviewing both Federal and nonfederal rehabilitation proposals.

Propose treatment recommendations are based on whether project is for preservation, rehabilitation, restoration, or reconstruction. These are defined by the National Park Service as:

Preservation may be considered as a treatment when the property's distinctive materials, features, and spaces are essentially intact and thus convey the historic significance without extensive repair or replacement; and when a continuing or new use does not require additions or extensive alterations.

A property will be used as it was historically or be given a new use that maximizes the retention of distinctive materials, features, spaces and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.

Rehabilitation may be considered as a treatment when repair and replacement of deteriorated features are necessary, when alterations or additions to the property are planned for a new or continued use.

Restoration may be considered as a treatment when the property's design, architectural, or historical significance during a particular period of time outweighs the potential loss of extant materials, features, spaces, and finishes that characterize other historical periods; when there is substantial physical and documentary evidence for the work; and when contemporary alterations and additions are not planned.

Reconstruction may be considered as a treatment when a contemporary depiction is required to understand and interpret a property's historic value (including the re-creation of missing components in a historic district or site); when no other property with the same associative value has survived; and when sufficient historical documentation exists to ensure an accurate reproduction.

Although much of the dormitory building material is original, for this project, the rehabilitation treatment is recommended in order to accommodate the new use and to keep the building viable for its new use. If the building is occupied and used, funding for repairs and maintenance can be justified.

Appendix B contained the rehabilitation treatment standards and guidelines.

Recommendations for Maintaining Character

As stated in the previous chapter, the dormitory building retains a high degree of integrity. Much of the original materials is extant as well as the overall design and layout. The dormitory needs some exterior and interior alterations in order to assure its continued use, but it is important that such alterations do not destroy character defining spaces, materials, and finishes. The removal of historic materials or alteration of features and spaces that characterize a property should be avoided.

The list of existing important character defining features of the dormitory were provided in the previous chapter. Recommendations for maintaining character include the following:

Setting - The exterior setting should be maintained to the extent practical. The mature trees on the west side of the dormitory should be retained if healthy, and not causing damage to the building or creating a safety (fire or trip) hazard. The outside circulation has been primarily used for access (driveway), parking and walking. These uses should be retained.

Any new additions or structures on the property will be differentiated from the old; however, also be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and setting. New additions and adjacent or related new construction will be done in such a manner that if removed in the future, the essential form and integrity of the historic property and setting would be unimpaired.

Exterior Building - The overall shape and size of the dormitory should be retained. Any additional structures should be separated if at all possible. The shingled gabled roof, exterior white painted clapboard wood siding with corner boards, two brick chimneys, wood-sashed multi-paned, and double hung windows with screens should be retained. The two west side double door entrances should be retained. If possible, the screened enclosure for the recessed entrance should be restored. The exterior wooden three panels and two over two fixed lights doors should be retained. The projecting mechanical room with windows, door, vents, and unfinished plywood interior should be retained.

Building Interior layout – To the extent feasible the interior rooms should be retained. The repetitive size of each bedroom and including built-in closet, shelves, and cabinet are important features, as is the access off a central hall corridor. To retain the feeling, groups of these rooms, not a single room, should be retained to get a sense for living conditions, room size and layout, privacy and bathroom access, and circulation for the former residents.

Building interior finishes - The plaster walls, five panel wood doors, and wood floor are important finishes to maintain. Where possible, bathroom fixtures should be retained. Detailed finishes in the lounge, including columns and carved capitals, the recesses, built-in natural stained selves, lower cabinet, wall and wainscot, wood paneling, window seats, brick fireplace, and wood mantel should be retained. Original fixtures, including lights, electrical conduit and outlets, vents, grates, and thermostats should be retained although they would not need to be functional.

When possible, deteriorated historic features will be repaired rather than replaced. If replacement is required due to the severity of deterioration, the new feature will match the old feature in design, color, texture, material, and other visual qualities. Replacements should be documented for the historic record.

Safety and building code upgrades, ADA compliance renovations, and other maintenance upgrades should be made to so as to be moved in the future or be as non-visual as possible.

Other Recommendations

This report and other documents, photographs, floor plans, etc. that provide information on the history and physical appearance of the dormitory should be archived at the Los Alamos Historical Society and with the National Park Service. As new information is discovered, it should also be provided to Los Alamos Historic Society and National Park Service. These materials will provide valuable information for exhibit and interpretation, as well as serve as mitigation for the changes and alteration.

Upon completion of renovation, the dormitory building should be formally nominated to the NRHP either individually or as part of the historic district. This will provide a new baseline of current condition and character defining features for any future needed alterations.

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Appendix A

Los Alamos County Historic Preservation Municipal Code

- **ARTICLE XV. - HISTORIC PRESERVATION**
- **Sec. 16-610. - Authority; purpose.**

(a) Authority. As the preservation of historic assets within the county has been determined by the county council to be a legitimate purpose of government, this Article is adopted pursuant to and furthers the purposes of NMSA 1978, §§ 3-21-1 et seq., (Municipal and County Zoning Regulations); NMSA § 3-22-1 et seq., (Historic Districts and Landmarks Act); and NMSA §§ 18-6-1 et seq., (Cultural Properties Act).

(b) Purpose. The county council hereby declares that the archeological and historical heritage of the county is one of the county's most valued and important assets; that the public has an interest in the preservation of all prehistoric and historic ruins, sites, trails, primitive or historic roads—excluding existing modified thoroughfares, structures, objects and similar places and things for their scientific and cultural information and value; that the neglect, desecration and destruction of prehistoric and historic sites and objects results in an irreplaceable loss to the public. The term "prehistoric and historic sites and objects" includes, but is not limited to, real and personal property, including structures and ruins, that have historical and/or archeological significance. Therefore, the purpose of this article is to establish a cooperative approach for the protection and enhancement of the county's unique heritage and identity through the protection of historic sites, structures, and artifacts and through the designation of districts and landmarks of historical or archeological significance. This article is further intended to:

- (1) Create a reasonable balance between private property rights and the public's interest in preserving the county's historic properties;
- (2) Allow for the preservation, protection and enhancement of archeological and historical sites and objects within the county;
- (3) Foster civic pride in the beauty and accomplishments of our past;
- (4) Provide educational opportunities for Los Alamos residents of all ages;
- (5) Enhance and promote the county's ability to attract tourists and other visitors while respecting the privacy of individual building occupants;
- (6) Promote the continued use, adaptive reuse, and maintenance of historic or architecturally significant properties;
- (7) Ensure that the exterior design and appearance of new structures and improvements within a historic district will be compatible with the established character of that district;
- (8) Provide owners of properties of historic significance with helpful information and other potential incentives for the preservation, maintenance and improvement of their properties; and
- (9) Establish efficient and simple administrative systems to carry out the purposes of this article utilizing, wherever possible, approval procedures already in existence.

The municipal code also contains provisions for:

- Sec. 16-612. - Designation of historic landmarks and historic districts.
- Sec. 16-613. - Historic property alteration certificate.
- Sec 16-614. - Temporary restraint of demolition.
- Sec. 16-615. - Demolition by neglect.
- Sec. 16-616. - Economic hardship.
- Sec 16-617. - Enforcement; violation; penalties.
- Sec. 16-618. - Public safety exclusion.

Note: There are federal laws protecting historic properties, most applicable being the National Historic Preservation Act. However, in this case, there is no federal agency involvement required, so compliance with this act is not required in this situation.

Appendix B

Secretary of Interior's Treatment Standards and Guidance for Restoration

Secretary of Interior's Standards for Rehabilitation

The following Standards for Rehabilitation are the criteria used to determine if a rehabilitation project qualifies as a certified rehabilitation. The intent of the Standards is to assist the long-term preservation of a property's significance through the preservation of historic materials and features. The Standards pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior of historic buildings. The Standards also encompass related landscape features and the building's site and environment, as well as attached, adjacent, or related new construction. To be certified, a rehabilitation project must be determined by the Secretary to be consistent with the historic character of the structure(s) and, where applicable, the district in which it is located. The following Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.
(<https://www.nps.gov/tps/standards/rehabilitation.htm>)

Guidelines for Rehabilitating Historic Buildings

To be inserted at final.

Appendix C

Existing Plans

Insert PDFs for drawings

Appendix D
Preparer Resume

Jayne Aaron, LEED AP, Envision SP, Architectural Historian

Education

- Master of Environmental Policy and Management, University of Denver
- Bachelor of Environmental Design (Architecture and Planning), University of Colorado, Boulder

Summary

Ms. Aaron has over 25 years of hands-on experience as a project manager, architectural historian / cultural resources specialist, and NEPA specialist. Ms. Aaron meets the qualification of the Secretary of the Interior for Architectural Historian. She has been involved in all aspects of Section 106 compliance for cultural resources, including the evaluation of U.S. Coast Guard vessels, campgrounds, civil works projects, numerous military installations, and other buildings and structures. She has also designed innovative strategies and management plans to integrate new and existing regulations, policies, and guidance, and cultural and natural resource management activities into single planning and compliance programs, including NEPA, Environmental Justice, and the National Historic Preservation Act, and Native American Graves Protection and Repatriation Act of 1990. As part of her compliance responsibilities, Ms. Aaron has participated in consultation and meetings with a variety of stakeholder groups, including state and federal regulators, Indian tribes, environmental consultants, and the public. She has written public releases, given presentations, responded to public comments, and facilitated meetings for various sized groups. She has also designed and developed training courses and has taught in numerous educational and training programs.

As an Architectural Historian and Cultural Resources Specialist, she has extensive experience evaluating a large variety of historic properties for many federal agencies, developing management plans and strategies, and, when necessary, completing mitigation strategies for historic buildings, structures, and districts. The following section provides a few project examples to illustrate this experience.

Relevant Project Experience

Big Bend Panther Junction Mission 66 National Register of Historic Place Nomination Form; Principal Investigator - developed the national register nomination form for the historic Mission 66 properties at Panther Junction tiered from the nationwide Multiple Property Mission 66 nomination. The project involved historic research, identification of associated property types present, and physical description and evaluation of contributing and non-contributing properties as described in the NRHP guidelines on Multiple Property Submissions following the National Register Bulletin 16b “How to Complete the National Register Multiple Property Documentation Form.” Over 70 buildings, plus structures, roads, and landscape features were evaluated to determine if they are contributing properties and determine the extent of the historic district boundary.

Re-Evaluate Slips 1, 2 and 3 Historic District in Duluth Minnesota; Project Manager/Principal Investigator—Re-evaluated a historic district in Duluth, Minnesota comprised of Slips 1, 2, and 3. The draft nomination form was completed in 1997, but never finalized. The re-evaluation determined that the district no longer retains integrity as proposed in 1997. The project was in support of a re-development project on the waterfront.

Spirit Lake Treatability Studies and Permitting, Duluth, Minnesota; U.S. Environmental Protection Agency Region 5; Cultural Resources Specialist—Surveyed and evaluated a segment of historic railroad for listing in the National Register of Historic Places. Participated in stakeholder meetings with tribes and City of Duluth. Assisted with development of mitigation for effects to cultural resources.

National Register of Historic Places Evaluation and Forms; U.S. Geological Survey —Project Manager and Principal Investigator to evaluate and prepare National Register nominations for six sites for the U.S. Geological Survey sites, including a fish hatchery, Geomagnetism observatory, research vessel, two biological research stations, and a warehouse.

Lincoln Terrace East Historic District, Oklahoma City, Oklahoma, U.S. Army Corps of Engineers—Tulsa District, Oklahoma —Was Project Manager and Principal Investigator on a team conducting eligibility assessments and preparing National Register of Historic Places documentation for Lincoln Terrace East, a National Register of Historic Places eligible historic district consisting of nearly 400 buildings.

Historic Context and Evaluation of Ranger Boats in Alaska, U.S. Forest Service Alaska Region—Project Manager and Principal Investigator to prepare a complete and comprehensive historic context for Ranger boat use by the U.S. Forest Service in Alaska and evaluation of two ranger boats. The evaluation assessed the individual boats for eligibility for listing in the National Register of Historic Places.

Prescott National Forest Historical/Archival Context Study of Selected Buildings and Facilities—Project Manager and Principal Investigator to prepare a complete and comprehensive forest historic context and evaluation of selected building, structures, and sites. Prepared a historic context for the National Forest covering a time period of 1875 and 1970, and evaluated 36 buildings, including offices, residences, warehouses, shops, garages, barns, sheds, guard stations, and fire lookouts; and several recreation sites (campgrounds) constructed by the Works Progress Administration. The evaluation assesses individual buildings and features to determine eligibility.

National Register Nomination Forms for 25 Lighthouses on the Great Lakes, U.S. Coast Guard—Project Manager and Principal Investigator to assess and prepare National Register of Historic Places documentation for 25 lighthouses in Wisconsin, Michigan, and Indiana. Tasks included the following: background research, interviews with knowledgeable individuals, field reconnaissance surveys, photo-documentation, and evaluation of cultural resources, as well as delineating the boundaries of the district and defining non-contributing structures within the boundaries. Was responsible for structure recordation and evaluation and coordination with the appropriate SHPO.

Wake Atoll Hurricane Damage Assessment, Cultural Resources Inventory, and HABS Documentation for Air Force, Wake Island. Ms. Aaron was the project manager and principal investigator for the survey and evaluation of 128 buildings and structures for listing in the National Register of Historic Places (NRHP). Ms. Aaron also assessed 139 features that comprise the Wake Island National Historic Landmark for damage caused by Typhoon Ioke in 2006. Upon completion of the inventory, Ms. Aaron prepared the HABS documentation for the air terminal on Wake Island. The package included 123 black and white 4 x 5 photographs of the exterior, interior, and architectural details, and architectural drawings and a Level II report.

Project Manager / Principal Investigator. Historic American Engineering Record (HAER) for the Northwest Field, Andersen Air Force Base, Guam. Ms. Aaron is managing, designing, and developing the HAER for the Northwest Field Complex at Andersen Air Force Base, Guam, which is eligible for listing in the National Register of Historic Places. The final HAER documentation is mitigation for the proposed adverse effects to the field. The package will record five historic contexts, including large format photography and drawings to depict the critical role that the field played in World War II and the firebombing of Japan.

Option Evaluation Matix

Design Option	Support NPS/MPNHP	Historic Fabric/Integrity	Exhibit Space	Housing	Maintenance & Operations	Estimated Costs	Notes
1	✓✓✓	✓✓✓	✓✓✓	✓	✓✓✓	\$2.6M	
1a	✓✓✓	✓✓✓	✓✓✓	✓	✓✓✓	\$3.1M	<i>Cost includes exterior restrooms and pavillon</i>
2	✓✓	✓✓	✓✓		✓	\$2.7M	<i>Exterior restrooms and pavillon could be included for add'l cost of \$522k</i>
3	✓	✓	✓	✓✓✓	✓	\$2.9M	<i>Exterior restrooms and pavillon could be included for add'l cost of \$522k</i>