



# 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*

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Tuesday, August 9, 2022

6:00 PM

Council Chambers - 1000 Central Avenue  
**TELEVISED**

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**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. STATEMENT REGARDING CLOSED SESSION

August 9, 2022 Closed Session Motion

4. 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.*

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

- A. [16198-22](#) Proclamation Declaring Saturday, August 20, 2022, as "Clean Up Los Alamos Day" (accepted by Angelica Gurule, Environmental Services Manager).

**Presenters:** Angelica Gurule, Environmental Services Manager

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

**8. 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*The following items are presented for Council approval under a single motion unless any item is withdrawn by a Councilor for further Council consideration in the agenda section entitled "Business."*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.**     [16223-22](#)     Approval of County Council Minutes for July 12, 2022, July 19, 2022, and Re-approval of Corrected Minutes for March 29, 2022

**Presenters:**     County Clerk

**Attachments:**   [A - County Council Minutes for July 12, 2022](#)  
                          [B - County Council Minutes for July 19, 2022](#)  
                          [C- County Council Minutes for March 29, 2022](#)

- B.**     [AGR0873-22](#)   Approval of General Services, Agreement No. AGR22-81 with Los Alamos Housing Partnership in the Amount of \$786,383, plus Applicable Gross Receipts Tax, for the Purpose of Managing the County-Funded Home Renewal Program

**Presenters:**     Margaret Ambrosino, Housing Programs Manager and Daniel Ungerleider, Economic Development Administrator

**Attachments:**   [A - AGR22-81 Los Alamos Housing Partnership Inc Housing Rehabilitation Program FINAL](#)

- C.**     [16226-22](#)     Approval of Authorized Signers for County Bank and Investment Accounts

**Presenters:**     Helen Perraglio, Acting ASD Director/Chief Financial Officer and Beatrice Odezulu, Account Operations Manager

**Attachments:** [A - Authorized Signers on Police Bank Accounts August 9, 2022.pdf](#)

- D. [AGR0877-22](#) Approval of Amendment No. 2 to AGR18-01-A2 Novation from Friedman Recycling to Waste Connections of New Mexico, Inc., for Mixed Recycling Services

**Presenters:** Angelica Gurule, Environmental Services Manager and Juan Rael, Public Works Director

**Attachments:** [A - AGR18-01 Friedman Recycling of Albuquerque](#)  
[B - AGR18-01-A1 Friedman Recycling of Albuquerque](#)  
[C - AGR18-01-A2 Waste Connections of New Mexico, Inc.](#)

- E. [AGR0881-22](#) Approval of Services Agreement No. AGR21-32 with Granicus, LLC, in an amount not to exceed \$281,690.00, plus applicable New Mexico Gross Receipts Taxes for an Internet Website Replacement Project

**Presenters:** Gayathri Sriram, IM Program Manager and Public Information Officer Julie Williams-Hill, Communications & PR Administrator

**Attachments:** [A - AGR21-32 Granicus FINAL 072722](#)  
[B - RFP21-32 Internet Website Replacement Project Step 1 FINAL](#)  
[C - STEP-2 RFP21-32 Internet Website Replacement Project](#)  
[D - OpenCities RFP Response for Los Alamos](#)

- F. [16143-22](#) Board/Commission Appointments - Environmental Sustainability Board

**Presenters:** Angelica Gurule, Environmental Services Manager, Juan Rael, Public Works Director and David Izraelevitz, Councilor

**Attachments:** [A - ESB Member Roster as of July 12, 2022](#)  
[B - Application Packet for Erik Loechell](#)  
[C - Application Packet for Shannon Blair](#)  
[D - Application Packet for Dina Pesenson](#)  
[E - Application Packet for Jenna Stanek](#)  
[F - Interview Panel Recommendation](#)

- G. [16194-22](#) Approval of Budget Revision 2023-08, to Increase the Law Enforcement Protection Fund Grant Amount from \$45,000 to \$78,000 as Awarded by the New Mexico Department of Finance & Administration

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

**Attachments:** [A - 2023-08 Budget Revision Council](#)

- H [16224-22](#) Approval of Purchase of an Armored Vehicle for the Police Department in an Amount Not-To-Exceed \$270,000

**Presenters:** Dino Sgambellone, Police Chief

**Attachments:** [A- Lenco Quote 21588B](#)  
[B - Lenco Armored Vehicle Warranty](#)

- I. [16245-22](#) Approval of Authorization to Apply for a Grant from the New Mexico Department of Finance & Administration NM Regional Recreation Centers/Quality of Life Grant Program for the Tournament Tennis Court Complex.

**Presenters:** Cory Styron, Community Services Director

**Attachments:** [A - Grant Analysis and Financial Matrix 2022- Quality of Life Grant](#)  
[B - NM Regional Recreation Centers-Quality of Life Grant Application Instructions](#)

## 9. INTRODUCTION OF ORDINANCE(S)

- A. [CO0643-22](#) Introduction of Incorporated County of Los Alamos Code Ordinance No. 02-329; An Ordinance Amending Chapter 40, Article III, Sections 40-151, and 40-152 of the Code of the Incorporated County of Los Alamos Pertaining to Gas Service Rates

**Presenters:** Heather Garcia, Deputy Utilities Manager - Finance

**Attachments:** [A - Code Ordinance 02-329 - Gas Rates](#)  
[B - Typical Residential Bills](#)  
[C - Rate Comparisons to Neighboring Communities](#)  
[D - Revenue Expenses Cash Balances Graphs FY2023-FY2032](#)  
[E - Summary of Proposed Gas Rate Increases](#)  
[F - Publication Notice CO 02-329](#)  
[G - Frequently Asked Questions](#)  
[H - 2022 Gas Rate Increase Presentation](#)

## 10. PUBLIC HEARING(S)

- A. [OR0951-22b](#) 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](#)  
[C - Publication Notice](#)

## 11. BUSINESS

- A. [15923-22](#) Follow-Up Discussion of Food Waste Composting Feasibility Study and Discussion of Environmental Services Fees

**Presenters:** Angelica Gurule, Environmental Services Manager and Juan Rael, Public Works Director

**Attachments:** [A - Food Waste Composting Feasibility Study Follow Up Presentation](#)  
[B - Food Waste Composting Feasibility Study - Q&A](#)  
[C - Environmental Services Fees Presentation](#)

- B. [16070-22](#) Consideration and Possible Approval of the FY2024 Through FY2028 State Infrastructure and Capital Improvement Plan (ICIP) Submission

**Presenters:** Monther Jubran, Budget and Performance Manager and Steven Lynne, County Manager

**Attachments:** [A - FY2024 Through FY2028 ICIP Ranking List](#)  
[B - ICIP Presentation](#)

## 12. 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*

**13. COUNCILOR COMMENTS****14. PUBLIC COMMENT****15. 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 26, 2022

Los Alamos, NM 87544  
www.losalamosnm.us

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Agenda No.:

Index (Council Goals):

Presenters:

### Title

August 9, 2022 Closed Session Motion

### Recommended Action

The following statement should be included in the minutes:

"The matters discussed in the Closed Session of County Council held on August 9, 2022 that began at 5:00 pm were limited only to the 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."



# County of Los Alamos

## Staff Report

August 09, 2022

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** A.

**Index (Council Goals):**

**Presenters:** Angelica Gurule, Environmental Services Manager

**Legislative File:** 16198-22

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### Title

Proclamation declaring Saturday, August 20, 2022, as "Clean Up Los Alamos Day" (accepted by Angelica Gurule, Environmental Services Manager).

### Body

**WHEREAS:** Los Alamos County, Environmental Sustainability Board, Zero Waste Los Alamos, Enterprise Bank & Trust, Zia Credit Union, and Coca-Cola will sponsor the 19th annual "Clean Up Los Alamos Day" on Saturday, August 20th; and

**WHEREAS:** "Clean Up Los Alamos Day" is an opportunity for Los Alamos County residents, organizations and businesses to join together and take pride in the health and beauty of our community by collectively volunteering to clean up neighborhoods, trails, parks, schools, and businesses; and

**WHEREAS:** When we participate in activities such as "Clean Up Los Alamos Day," we set a good example for our children, teaching them we care about protecting our land and open spaces, which in turn strengthens our economy, improves property values and protects our environment; and

**WHEREAS:** When we partner as a community in "Clean Up Los Alamos Day," we encourage everyone to commit to and prioritize reducing, reusing, and recycling habits that promote positive community values that respect our natural resources; and

**WHEREAS:** Los Alamos County will provide residents with a free disposal day at the Eco Station and Overlook Collection Center on August 20th; and

**NOW, THEREFORE,** on behalf of the Council of the Incorporated County of Los Alamos, I do hereby proclaim Saturday, August 20th as

### **"CLEAN UP LOS ALAMOS DAY"**

and urge our community, organizations and businesses to participate; and

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**FURTHERMORE**, I ask our residents to re-dedicate themselves to finding ways to protect and preserve our environment, such as backyard composting, packing a zero waste lunch, learning about sustainable living, preventing food waste, reusing, and recycling materials.



# County of Los Alamos

## Staff Report

August 09, 2022

Los Alamos, NM 87544  
www.losalamosnm.us

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**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

August 09, 2022

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** A.

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

**Presenters:** County Clerk

**Legislative File:** 16223-22

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### **Title**

Approval of County Council Minutes for July 12, 2022, July 19, 2022, and Re-approval of Corrected Minutes for March 29, 2022

### **Recommended Action**

**I move that Council approve the County Council Minutes for July 12, 2022, July 19, 2022, and corrected minutes for March 29, 2022.**

### **Clerk's Recommendation**

Pursuant to the Open meetings Act NMSA 1978, Chapter 10, Article 15, draft minutes shall be approved, amended, or disapproved at the next meeting where a quorum is present. This is the regular practice conducted by the Los Alamos County Clerk's Office, and as such, staff is requesting approval of county Council Minutes for July 12, 2022, July 19, 2022, and corrected minutes for March 29, 2022.

It was discovered that the County Council Minutes for March 29, 2022 contained a green sheet correcting the motion on Item 8.L. that was inadvertently not corrected on the March 29, 2022 minutes that were approved on April 18, 2022. Therefore, staff is submitting to County Council the March 29, 2022 minutes with the correction made to the motion on Item 8.L., for approval at this time.

### **Attachments**

- A - County Council Minutes for July 12, 2022
- B - County Council Minutes for July 19, 2022
- C - County Council Minutes for March 29, 2022



# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## 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,  
Councilor Councilors

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Tuesday, July 12, 2022

6:00 PM

Council Chambers-1000 Central Avenue  
TELEVISED

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#### 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 Lepsch, Councilor Scott, Councilor Izraelevitz, and  
Councilor Reagor

Remote: 2 - Councilor Derkacs and Councilor Hand

#### 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. PUBLIC COMMENT

None

#### 4. APPROVAL OF AGENDA

Councilor Ryti requested that item 6.C. be removed from the agenda. There were no objections.  
Councilor Reagor requested that item 6.D. be moved to Business. There were no objections.

A motion was made by Councilor Izraelevitz, seconded by Councilor Scott, that the agenda  
with the amendment that Item 6.C. is removed and 6.D. is moved to 9.B.

The motion passed with the following vote:

Yes: 7 - Councilor Ryti, Councilor Derkacs, Councilor Hand, Councilor Izraelevitz,  
Councilor Lepsch, Councilor Scott, and Councilor Reagor



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

None.

**6. CONSENT AGENDA**

**Consent Motion:**

**A motion was made by Councilor Scott, seconded by Councilor Izraelevitz, that Council approve the items on the Consent Agenda with the exclusion of Item C. as noted and noting that we are going to move Item D. to business and that the motions in the staff report be included for the record as amended.**

- A.** 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

**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.**

- B.** 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

**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.**

- C.** 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

*Item pulled from the agenda.*

- D.** Approval of Term Extension for the Racial Equity and Inclusivity Task Force

*Item pulled for further discussion under Business.*

- E.** Approval of County Council Minutes for June 21, 2022 and June 28, 2022

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

**Approval of the Consent Agenda:**

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

**Yes: 7 - Councilor Ryti, Councilor Derkacs, Councilor Hand, Councilor Izraelevitz, Councilor Reagor, Councilor Scott, and Councilor Lepsch**

## 7. INTRODUCTION OF ORDINANCE(S)

- A. 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

**Councilor Scott introduced, without prejudice, Ordinance No. 720, and asked that it is published as provided in the County Charter.**

- B. 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

**Councilor Derkacs introduced, without prejudice, Incorporated County of Los Alamos Code Ordinance No. 718 and asked staff to assure that it is published as provided in the County Charter.**

## 8. PUBLIC HEARING(S)

- A. 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

Mr. Geoff Rodgers, Airport Manager, presented.

Public Comment:

Mr. Will Fox spoke.

Mr. Skip Egdorf spoke.

**A motion was made by Councilor Izraelevitz, seconded by Councilor Scott, 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. He further moved that, upon passage, the Ordinance be published in summary form.**

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

**Yes: 7 - Councilor Ryti, Councilor Derkacs, Councilor Hand, Councilor Izraelevitz, Councilor Reagor, Councilor Scott, and Councilor Lepsch**

- B. 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

Mr. Juan Rael, Public Works Director, presented.

Public Comment:

None.

A motion was made by Councilor Scott, seconded by Councilor Reagor, that 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.

The motion passed with the following vote:

**Yes: 7 - Councilor Ryti, Councilor Derkacs, Councilor Hand, Councilor Izraelevitz, Councilor Reagor, Councilor Scott, and Councilor Lepsch**

## **9. BUSINESS**

### **A. Consideration and Selection of a Conceptual Design Option for the Women's Army Corp (WAC) Building**

Ms. Linda Matteson, Deputy County Manager, presented.  
Ms. Michele Mullen, Principal Architect, presented  
Ms. Jayne Aaron, Architectural Historian, presented.  
Mr. Eric Martinez, Deputy Public Works Director, spoke.

Public Comment:  
None.

A motion was made by Councilor Scott, seconded by Councilor Izraelevitz, that the Council select conceptual design option 1-A for the WAC Building and proceed to final design of the project.

The motion passed with the following vote:

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

**No: 1 - Councilor Reagor**

### ***Consent Item 6.D.***

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

Councilor Scott presented.  
Councilor Izraelevitz presented.

Public Comment:  
None.

A motion was made by Councilor Scott, seconded by Councilor Izraelevitz, that Council approve the revised Racial Equity and Inclusivity Task Force Charter as presented.

The motion passed with the following vote:

**Yes: 7 - Councilor Ryti, Councilor Derkacs, Councilor Hand, Councilor Izraelevitz, Councilor Reagor, Councilor Scott, and Councilor Lepsch**

## **RECESS**

Chair Ryti called for a recess at 8:25 p.m. the meeting reconvened at 8:33 p.m.

### **10. COUNCIL BUSINESS**

#### **A. Appointments**

None.

#### **B. Board, Commission and Committee Liaison Reports**

Councilor Izraelevitz reported on the Environmental Sustainability Board.

Councilor Hand reported on the Personnel Board.

#### **C. County Manager's Report**

Mr. Steven Lynne, County Manager, reported on the status of work on County Code Chapters 16 and 18, fire station replacement projects, and American Rescue Plan Act update.

#### **D. COVID-19 SITUATIONAL UPDATE**

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

#### **E. Council Chair Report**

Chair Ryti reported on the New Mexico Self Insurers Fund, the Los Alamos Museum of Art meeting, and a meeting with Municipal Judge Allen.

#### **F. General Council Business**

None.

#### **G. Approval of Councilor Expenses**

None.

#### **H. Preview of Upcoming Agenda Items**

Chair Ryti highlighted upcoming item in future agendas.

### **11. COUNCILOR COMMENTS**

Councilor Izraelevitz commented on Los Alamos being the healthiest community for 3 years in a row, which was covered by KOAT, and acknowledged Ms. Linda Matteson, Ms. Anne Laurent, and Ms. Julie Williams-Hill for their efforts.

### **12. PUBLIC COMMENTS**

None.

**13. ADJOURNMENT**

The meeting adjourned at 9:01 p.m.

INCORPORATED COUNTY OF LOS ALAMOS

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Randall T. Ryti, Council Chair

Attest:

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Naomi D. Maestas, County Clerk

Meeting Transcribed by: McKenzie Vaupel, Deputy Clerk



# 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

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Tuesday, July 19, 2022

6:00 PM

1000 Central Avenue. – Council Chambers

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**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: 4 - Councilor Ryti, Councilor Derkacs, Councilor Izraelevitz, and Councilor Reagor

Remote: 3- Councilor Hand, Councilor Lepsch, and Councilor Scott

**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.

**3. PUBLIC COMMENT**

None.

**4. APPROVAL OF AGENDA**

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

The motion passed with the following vote:

Yes: 7 - Councilor Ryti, Councilor Derkacs, Councilor Hand, Councilor Izraelevitz,  
Councilor Lepsch, Councilor Scott, and Councilor Reagor

## **5. PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS**

### **A. Briefing to Council by David Hanson, Vice-Chair of the Community Development Advisory Board**

Mr. David Hanson, Vice-Chair of the Community Development Advisory Board, presented.  
Mr. Paul Andrus, Community Development Director, spoke.

**No action taken.**

### **B. Briefing to Council by Rachel Adler, Chair of the Planning and Zoning Commission**

Ms. Rachel Adler, Chair of the Planning and Zoning Commission, presented.  
Mr. Paul Andrus, Community Development Director, spoke.  
Ms. Sobia Sayeda, Acting Planning Manager, spoke.

**No action taken.**

## **6. BUSINESS**

### **A. Report from Federal Legislative Committee trip to Washington, DC and Update on the Committee**

Councilor Ryti spoke.  
Ms. Danielle Duran, Intergovernmental Affairs Manager, spoke.  
Mr. Steven Lynne, County Manager, spoke.

**No action taken.**

### **B. Boards and Commissions Vacancies**

Councilor Ryti spoke.  
Mr. Steven Lynne, County Manager, presented.  
Mr. Paul Andrus, Community Development Director, spoke.  
Ms. Linda Matteson, Deputy County Manager, spoke.

**No action taken.**

## **7. PUBLIC COMMENT**

None.

**8. ADJOURNMENT**

The meeting adjourned at 7:51 p.m.

INCORPORATED COUNTY OF LOS ALAMOS

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Randall T. Ryti, Council Chair

Attest:

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Naomi D. Maestas, County Clerk

Meeting Transcribed by: McKenzie Vaupel, Temporary Deputy Clerk





# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Minutes

### County Council – Regular Session

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

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Tuesday, March 29, 2022

6:00 PM

Due to COVID-19 concerns, meeting will be  
conducted remotely.

<https://us02web.zoom.us/j/87475310555>

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#### 1. OPENING/ROLL CALL

The Council Chair, Randall Ryti, called the meeting to order at 6:01 p.m.

Councilor Hand arrived at the meeting during the discussion of Item 2 at 6:02 p.m.

The following Councilors were in attendance:

Present: 6 - Councilor Ryti, Councilor Derkacs, Councilor Hand, Councilor Izraelevitz,  
Councilor Reagor, and Councilor Scott

#### 2. PLEDGE OF ALLEGIANCE

Led by: All.

Council Chair Ryti made opening remarks regarding the procedure of the meeting due to COVID-19.

Mr. Steven Lynne, County Manager, listed the County employees in attendance.

#### 3. STATEMENT REGARDING CLOSED SESSION

Councilor Scott, read the following statement to be included in the minutes: "The matters discussed in the closed session of County Council held on March 29, 2022 that began at 4:30 p.m. were limited only to those topics specified in the notice of the closed session, and no action was taken on any matter in the closed session."

#### 4. PUBLIC COMMENT

Mr. Cory Styron commented on the Los Alamos Little League letter and the CMO Policy 1735.

Mr. Jose Rodriguez commented on the field use agreement.

Mr. Aaron Walker commented on the Los Alamos Little League and the County.

**5. APPROVAL OF AGENDA**

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

The motion passed with the following vote:

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

**6. PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS**

**A. Proclamation declaring April as "J. Robert Oppenheimer Memorial Committee Month"**

Councilor Scott read and presented the proclamation to Mr. Tom Ribe, Chair of the J. Robert Oppenheimer Committee.

Mr. Tom Ribe, Chair of the J. Robert Oppenheimer Committee, spoke.

Ms. Christine Phillips, Los Alamos High School Scholarship Program Sub Committee, spoke.

Ms. Olga Martin, Regional Scholarship Sub Committee, spoke.

**No action taken.**

**B. Briefing to Council by County Lobbyist Scott Scanland Providing an Overview of the 2022 Legislative Session**

Mr. Scott Scanland, County Lobbyist, presented.

**No action taken.**

**C. Recognition of the Government Finance Officers Association Triple Crown Honor in Awards for the FY2021 Budget, FY2020 ACFR, FY2020 PAFR, and the NMC/OSA Audit Accountability Award**

Ms. Helen Perraglio, Chief Financial Officer, presented.

Mr. Steven Lynne, County Manager, spoke.

Public Comment:

None.

**No action taken.**

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

None.

**8. CONSENT AGENDA**

**Consent Motion:**

A motion was made by Councilor Scott, 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 February 28, 2022, March 8, 2022 and March 15, 2022

**I move that Council approve the County Council Minutes for February 28, 2022, March 8, 2022, and March 15, 2022.**

- B. Approval of Services Agreement No. AGR 22-25 with James, Cooke & Hobson, Inc. in the amount of \$480,000.00, plus Applicable Gross Receipts Tax, for the Purpose of Sewer Lift Station and WWTP Pump System Operation, Maintenance, Troubleshooting and Repair

**I move that the County Council approve Services Agreement No. AGR 22-25 with James, Cooke & Hobson, Inc. in the amount of \$480,000.00 and a contingency in the amount of \$48,000.00, for a total of \$528,000.00, plus applicable gross receipts tax, for the purpose of Sewer Lift Station and Wastewater Treatment Plant Pump Systems - Operation, Maintenance and Training Services.**

- C. Approval of Services Agreement No. AGR 22-26 with Alpha Southwest, Inc. in the amount of \$2,400,000.00, plus Applicable Gross Receipts Tax, for the Purpose of Water Systems Well and Booster Station Operation, Maintenance, Troubleshooting and Repair

**I move that the County Council approve Services Agreement No. AGR 22-26 with Alpha Southwest, Inc. in the amount of \$2,400,000.00, and a contingency in the amount of \$240,000.00, for a total of \$2,640,000.00, plus applicable gross receipts tax, for the purpose of Water Systems Well and Booster Station Operation, Maintenance, Troubleshooting and Repair.**

- D. Approval of Services Agreement No. AGR 22-67a with Bohannon Huston Inc. in the amount of \$1,500,000.00, plus Applicable Gross Receipts Tax - AND - Approval of Services Agreement No. AGR 22-67b with Miller Engineers Inc. d/b/a Souder, Miller & Associates in the amount of \$1,500,000.00, plus Applicable Gross Receipts Tax, both for the Purpose of Water Systems Storage Tanks - Design, Inspection, Maintenance and Training Services

**I move that the County Council approve Services Agreement No. AGR 22-67a with Bohannon Huston Inc. in the amount of \$1,500,000.00, plus applicable gross receipts tax, and Services Agreement No. AGR 22-67b with Miller Engineers Inc. d/b/a Souder, Miller & Associates in the amount of \$1,500,000.00, plus applicable gross receipts tax, both for the purpose of Water Systems Storage Tanks - Design, Inspection, Maintenance and Training Services and forward to Council for approval.**

- E. Citizens Petition Requesting that Council Vote to Cease Consideration of Urban Park as a Site for Additional Tennis Courts

**I move that Council acknowledge the petition and set the date to consider the petition as April 5, 2022.**

- F. Approval of the Calculation of Profit Transfer from Electric and Gas Funds for Operations during Fiscal Year 2022

**I move that Council approve the transfer of revenues from the electric and gas funds to the general fund for electric and gas operations during fiscal year 2021 in accordance with Incorporated County of Los Alamos Ordinance 02-302 and redirect these amounts to be used by the joint utility fund's FY 2022 capital improvement projects to facilitate coordination with Public Works roads projects.**

- G. Approval of Budget Revision 2022-48, grants midyear budget revision

I move that Council approve Budget Revision 2022-48 as summarized on Attachment A and that the attachment be made a part of the minutes of this meeting.

- H. Approval of Budget Revision 2022-49, moving the Los Alamos Public Schools and UNMLA grants for a total of \$1.2 million from the Capital Improvements Fund (CIP) to the Economic Development Fund

I move that Council approve Budget Revision 2022-49 as summarized on Attachment A and that the attachment be made a part of the minutes of this meeting.

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

I move that Council reappoint Bernadine Goldman to the Personnel Board for terms beginning on April 1, 2022 and ending on March 31, 2025.

- J. Approval of NMED Grant Contract No. 22 667 2060 0012, in the amount \$291,709.00, for the Los Alamos Canyon Creek Watershed Restoration and Sediment Reduction Project and Authorize the Utilities Manager to Execute the Grant Agreement

I move that County Council approve NMED Grant Contract No. 22 667 2060 0012, in the amount \$291,709.00, for the Los Alamos Canyon Creek Watershed Restoration and Sediment Reduction Project and Authorize the Utilities Manager to Execute the Grant Agreement.

- K. Approval to purchase Portable XL-185P UHF Radios for Firefighter Personnel in the amount not to exceed \$345,121.50 plus shipping charges

I move that Council approve the request to purchase Portable XL-185P UHF Radios in the amount not to exceed \$345,121.50 plus shipping charges.

- L. Possible Approval of Membership in the Government Alliance on Race and Equity

I move that Council approve Los Alamos County to procure core membership in Government Alliance on Race and Equity so that REI Task Force members and Los Alamos County Employees may have access to GARE resources and expertise. I, further, move that additionally, as part of Los Alamos County's "Overarching Goals" as included in the Council's Strategic Leadership Plan that Los Alamos County employees and managers be encouraged to explore how GARE resources can be leveraged to support staff in training, planning, operations, recruitment, and budgets.

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 Scott

## 9. BUSINESS

- A. Discussion and Action on Distribution of Business Assistance Program/ARPA Funds

Mr. Daniel Ungerleider, Economic Vitality Administrator, spoke.

Mr. Steven Lynne, County Manager, spoke.

Public Comment:  
None.

A motion was made by Councilor Scott, seconded by Councilor Reagor, that Council approve Distribution of Business Assistance Program/ARPA Funds as shown in Attachment A.

The motion passed with the following vote:

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

- B. Consideration and possible action on next steps regarding Resolution No: 21-30 "A Resolution Declaring the Hotel Structure, Commonly Referred to as "The Hilltop House," located at 400 Trinity Drive, Los Alamos, New Mexico, a menace to the Public Comfort, Health, Peace, and Safety and Ordering Removal of the Hilltop House, and associated Ruins, Rubbish, Wreckage, and Debris from Los Alamos County"

Mr. Steven Lynne, County Manager, spoke.

Mr. Daniel Ungerleider, Economic Development Administrator, presented.

Ms. Helen Perraglio, Chief Financial Officer, spoke.

Divisions Chief, Wendy Servey, Los Alamos Fire Department (LAFD) spoke.

Public Comment:  
None.

A motion was made by Councilor Derkacs, seconded by Councilor Scott, that Council direct the County Manager to enter negotiations with New Mexico Innovation Triangle LLC and bring forward for consideration a proposed agreement for Council consideration at the April 5, 2022 Council meeting.

Councilor Ryti offered the following Friendly Amendment to the motion: that county staff be directed to develop the cost and schedule for the county performing the demolition. It was accepted.

After further discussion Councilor Ryti withdrew his Friendly Amendment.

The motion passed with the following vote:

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

## RECESS

Chair Ryti called for a recess at 8:11 p.m. the meeting reconvened at 8:23 p.m.

## 10. COUNCIL BUSINESS

### A. Appointments

None.

**B. Board, Commission, and Committee Liaison Reports**

Councilor Scott reported on the Los Alamos County Commerce & Development Corporation (LACDC) meeting, and the Racial Equity and Inclusivity Task Force meeting.

Councilor Reagor reported on the Community Development and Advisory Board (CDAB) meeting.

Councilor Hand reported on the Art in Public Places Board meeting.

**C. County Manager's Report**

1) County Manager's Report for March 2022

Mr. Steven Lynne, County Manager reported on the Los Alamos Little League letter, the upcoming County budget summary and schedule, and the new appointment for the vacant council seat.

**D. Council Chair Report**

Chair Ryti reported on the Technical Work Group meeting, the Coalition of Sustainable Communities of New Mexico steering committee, the Energy Community Alliance (ECA) conference, the Racial Equity and Inclusivity Task Force meeting, a tour of Family Strengths Network with Ms. Monica Romo, the Board and Commission luncheon, a tour of Fuller Lodge Art Center with Executive Director Maria Crane, and the New Mexico Self Insures Fund Board of Trustees meeting.

**E. General Council Business**

1) Discussion and Possible Action to Clarify Opportunities and Methods for Public Comment and Engagement for Council meetings

Chair Ryti presented.

A motion was made by Councilor Scott, seconded by Councilor Izraelevitz, that Council requests the County Manager develop an additional mechanism to collect written public comment on agenda topics and have it associated with the item for Council on public review and further moved, that the County Council procedural rules are updated to reflect that County Council will: 1. Invite comments on any subjects not being voted on at the beginning of the meeting. Comments are limited to three minutes unless announced for a shorter time by the Chair 2. Invite public comments on any business items meaning any item with possible action being considered 3. Invite public comments on any subject at the end of the meeting.

The motion passed with the following vote:

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

2) Approval of Los Alamos County Support of Clean Cars NM

Public comment:  
None.

A motion was made by Councilor Scott, seconded by Councilor Derkacs, that Council support the New Motor Vehicle Emission Standards (the Clean Car Rule) and authorize the Chair to sign the letter of support attached.

The motion passed with the following vote:

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

No: 1 - Councilor Reagor

**F. Approval of Councilor Expenses**

A motion was made by Councilor Izraelevitz, seconded by Councilor Derkacs, to approve expenses for the Energy Communities Alliance (ECA) May Peer Exchange meeting in Carlsbad, New Mexico.

The motion passed with the following vote:

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

**G. Preview of Upcoming Agenda Items**

Councilor Ryti mentioned the Council vacancy, the tennis court location review, and the Chapter 18 Municipal Code update.

**11. COUNCILOR COMMENTS**

Councilor Izraelevitz commented on attending the Leadership New Mexico and Leadership Los Alamos sessions.

**12. PUBLIC COMMENT**

Mr. Aaron Walker commented on the methods for public comment and engagement.

**13. ADJOURNMENT**

The meeting adjourned at 9:38 p.m.

INCORPORATED COUNTY OF LOS ALAMOS

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Randall T. Ryti, Council Chair

Attest:

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Naomi D. Maestas, County Clerk

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

**Budget Revision 2022-48**

**Council Meeting Date: March 29, 2022**

	<b>Fund/Dept</b>	<b>Munis Org</b>	<b>Object</b>	<b>Revenue</b> (decrease)	<b>Expenditures</b> (decrease)	<b>Transfers</b> In(Out)	<b>Fund Balance</b> (decrease)
	General Fund - Muni Court (Automation)	01118010	3479	\$ 8,580	\$ -		\$ 8,580
	General Fund - Police Dept. - Step Buckle Up	01165903	3456	\$ 6,419	\$ -		\$ 6,419
	General Fund - Police Dept. - ENDWI	01165903	3329	\$ 5,530	\$ -		\$ 5,530
	General Fund - Police Dept	01165903	8142	\$ -	\$ 11,949		\$ (11,949)
	GF - Police Dept. SHSGP - EOP Planning/Radio/Drone/Surveillance	01165908	3329/8369	\$ 178,709	\$ 178,709		\$ -
	GF - Police Dept. Bullet Proof Vests	01165902	3319/8839	\$ 2,650	\$ 2,650		\$ -
	GF - CSD Library ARPA State Distribution	01151515	3329/8519	\$ 26,742	\$ 26,742		\$ -
	GF - CSD JJAB Grant Revenue	01150540	3479	\$ 147,567	\$ -		\$ 147,567
	Local DWI Distribution Fund	14250342	8369	\$ -	\$ 14,950		\$ (14,950)

**Description:** The purpose of this budget revision is to recognize the revenues and/or expenditures for grants that were not included in the 2022 adopted budget and were not included in any 2022 budget revisions. These grants were mostly grante/fully executed during 2022 fiscal year.

**Fiscal Impact:** The fiscal impact is an increase to the General Fund for \$156,147 and a decrease in the Local DWI fund by \$14,950.

Monther Jubran 03/18/2021  
Preparer Date  
*Monther Jubran*  
Budget & Performance Manager



## Budget Revision 2022-49

Council Meeting Date: March 29, 2022

	Fund/Dept	Munis Org	Object	Revenue (decrease)	Expenditures (decrease)	Transfers In(Out)	Fund Balance (decrease)
	General Fund - Finance IDCs/Transfers	01140195	9631			\$ 1,200,000	\$ 1,200,000
	CIP - CIP Default Organization	CP9001	7601			\$ (1,200,000)	\$ (1,200,000)
	CIP - CIP Default Organization	CP9001	8369		\$ (1,000,000)		\$ (1,000,000)
	CIP-UNMLA	CP9005	8369		\$ (200,000)		\$ (200,000)
	General Fund - Finance IDCs/Transfers	01140195	9617			\$ (1,200,000)	\$ (1,200,000)
	Economic Development Fund - LAPS Grants	17145410	7601			\$ 1,000,000	\$ 1,000,000
	Economic Development Fund - UNM Grants	17145420	7601			\$ 200,000	\$ 200,000
	Economic Development Fund - LAPS Grants	17145410	8369		\$ 1,000,000		\$ (1,000,000)
	Economic Development Fund - UNM Grants	17145420	8369		\$ 200,000		\$ (200,000)
	Permanent Fund	39141919	9631			\$ (17,845)	
	CIP - CIP Default Organization	CP9001	7639			\$ 17,845	
<p><b>Description:</b> The purpose of this budget revision is to reverse the \$1.2 million transfer from the General Fund to the CIP fund related to the LAPS and UNMLA grants that was in the 2022 adopted budget. It also decreases the spending authority of these two grants from the CIP fund which was allowed in budget revision 2022-1 to establish the 2022 Adopted CIP in Munis. It transfers the \$1.2 million directly to the Economic Development Fund for the two grants and allows spending authority in that fund for those two grants. This budget revision also increases the Transfer authority from the Permanent Fund to the CIP fund based on the calculation of the actual transfer. The 2022 adopted budget transfer was \$1,422,000 vs. calculated actual of \$1,439,845. The \$17,845 is the difference.</p>							
<p><b>Fiscal Impact:</b> The fiscal impact is zero on the General fund, the CIP fund and the Economic Development Fund. The impact is a decrease in the permanent fund by \$17,845 and increase in the Capital Improvement Fund for the same amount.</p>							

Monther Jubran 03/07/2021  
Preparer Date  
*Monther Jubran*  
Budget & Performance Manager

**A – Distribution of Business Assistance Program/ARPA Funds**

PROPOSED PROGRAM CATEGORIES	DISTRIBUTION OF PROGRAM FUNDING
COVID Recovery Assistance Program	\$ 950,000
Consultation for Design Services Program	\$ 160,000
Code-Related Renovation Program	\$ 250,000
Sustainability-Related Renovation/Expansion Program	\$ 150,000
General Business Renovation/Expansion Program	\$ 400,000
Workforce Development Program	\$ 90,000
<b>YEAR 1 TOTAL</b>	<b>\$ 2,000,000</b>

Note: Funds may be reassigned from one program to another, depending on business needs and demands.

March 30, 2022

Pamela Jones, Environmental Improvement Board Administrator  
New Mexico Environment Department  
Harold Runnels Building  
P.O. Box 5469  
Santa Fe, NM 87502

Dear Ms. Jones,

**COUNTY COUNCIL**

Randall T. Rytli  
Council Chair

Denise Derkacs  
Council Vice Chair

**COUNCILORS**

Melanee Hand  
David Izraelevitz  
David Reagor  
Sara Scott

**COUNTY MANAGER**

Steven Lynne

The proposed New Mexico Vehicle Emissions Standards (the Clean Car Rule) is right for the County of Los Alamos, and it is right for the State of New Mexico. This letter is to officially register our support for the proposed standard. We urge you to approve the Clean Car Rule directly following the hearing and deliberation. This timeline incentivizes the auto manufacturers to deliver zero-emission tailpipe passenger cars as soon as July 2022 and increases the availability and variety of Zero-Emissions Vehicles (ZEVs) that our citizens can buy.

In our county and in our state, we have taken major steps in recent years to address greenhouse gas emissions from the electricity sector and improve the energy efficiency of our public buildings. The Clean Car Rule represents a critical next step to reduce emissions in the transportation sector.

In Los Alamos County, we have started to address the goals set forward by our governor in the New Mexico Climate Change Executive Order 2019. The Council formed a Resiliency, Energy, and Sustainability Task Force in December of 2020. This task force was chartered to recommend ways for the County as a whole, including government, businesses, and residents, to achieve net zero greenhouse gas emissions and advance other sustainable practices in the face of climate change. The task force recently delivered their comprehensive resiliency, energy, and sustainability strategic plan. The County will start implementing the tactics and recommendations of the plan by performing a comprehensive baseline greenhouse gas emissions study and creating a strategic climate action plan specific for Los Alamos County.

With surging gas prices, many of our citizens are eager to explore a Low-Emissions Vehicle (LEV) or a Zero-Emissions Vehicle (ZEV) as their next passenger car or truck. Likewise, they are very aware of the improvements to our air quality that come from such vehicles. Adopting the Clean Car Rule will require major manufactures to deliver more LEV/ZEV cars and trucks to New Mexico giving consumers another personal choice in how to address climate change.

We urge you to approve the proposed New Motor Vehicle Emissions Standards. The steps we've taken here in Los Alamos County can be accelerated by adopting the proposed rules for Clean Cars New Mexico. We are doing our part, now I ask that the Environmental Improvement Board step up in your next part.

Sincerely,

Randall Ryti, Chair  
Los Alamos County Council



# County of Los Alamos

## Staff Report

August 09, 2022

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** B.

**Index (Council Goals):** \* 2022 Council Goal - Increasing the Amount and Types of Housing Options

**Presenters:** Margaret Ambrosino, Housing Programs Manager and Daniel Ungerleider, Economic Development Administrator

**Legislative File:** AGR0873-22

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### Title

Approval of General Services, Agreement No. AGR22-81 with Los Alamos Housing Partnership in the Amount of \$786,383, plus Applicable Gross Receipts Tax, for the Purpose of Managing the County-Funded Home Renewal Program

### Recommended Action

**I move that Council approve Contract for General Services, Agreement No. AGR22-81 with Los Alamos Housing Partnership in the Amount of \$786,383, plus Applicable Gross Receipts Tax, for the Purpose of Managing the County-Funded Home Renewal Program.**

### County Manager's Recommendation

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

### Body

Since its inception in 2015, the Los Alamos Housing Partnership has administered the County-funded Home Renewal Program, providing low or no-interest loans to income qualifying households earning below 80 percent of the Area Median Household Income and residing in Los Alamos County. The program has provided funding for emergency repairs, energy-efficiency upgrades, and general repairs within the scope of the adopted program policies and procedures. These repairs would otherwise be cost-prohibitive for homeowners to pay for out-of-pocket. To date, the program has funded approximately 40 households and in FY2022, at an average loan amount of \$20,750.

The loans are made in the form of second mortgages via separate funding the County provides annually at \$200,000. On July 31, 2022, the County contract with the Los Alamos Housing Partnership expired.

In late June after a Request for Proposal process, the Los Alamos Housing Partnership was determined the successful proposer of RFP22-81 to continue this program's administration on behalf of the County. The work scope within program administration includes income-qualifying applicants, clarifying the program rules for applicants, credit checks, preparing construction work scopes per household, verifying/securing building contractors and preparing the loan mortgage paperwork for County approval per homeowner. The contracted amount of \$786,383 within AGR22-81 is to be paid to the LAHP to manage the program administration for a new term over a four (4) year period (3 years plus 1-year optional extension).

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**Fiscal and Staff Impact/Planned Item**

The County funds this program annually in the amount of \$200,000 as home improvement loans made to qualifying homeowners. The life of the contract for program administration is not to exceed \$786,383.

**Attachments**

A - AGR22-81 Los Alamos Housing Partnership



## 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 **Los Alamos Housing Partnership, Inc.**, a New Mexico corporation (“Contractor”), to be effective for all purposes August 10, 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. 22-81 (the “RFP”) on May 19, 2022, requesting proposals for Housing Rehabilitation Program (“HRP”) Services, and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated June 7, 2022 (“Contractor’s Response”); and

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

**WHEREAS**, the County Council approved this Agreement at a public meeting held on August 9, 2022; and

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

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

### **SECTION A. SERVICES:**

1. **Contractor Services.** Contractor shall provide complete housing rehabilitation services as described below, ranging from program promotion and outreach within the community, customer application submittals and reviews through construction approval and final project closeout, in accordance with the programmatic and affordability requirements described in Los Alamos County Code Ordinance 02-248, incorporated herein by reference for all purposes, and loan/mortgage servicing throughout the life of this Agreement.
  - a. **Contractor Services – Program Administration:** Contractor shall provide a range of services under this component related to application submittals, application intake, review, approval, and closeout. The tasks and associated deliverables are as follows:
    - i. Conduct ongoing program outreach and marketing, participating in at least four (4) promotional events per year, which shall be determined by County’s Project Manager and Contractor.
    - ii. Guide potential applicants by describing program goals, parameters, requirements, qualification criteria, and instructions on how to apply.
    - iii. Conduct pre-application meetings for potential applicants to clarify eligibility requirements for the Housing Rehabilitation Program (“HRP”)

- and provide information required for a complete application. Meetings serve as a pre-screening step in the process to notify applicants when they don't qualify prior to completing the application process.
- iv. Accept and review applications, engage with applicants to obtain all required information to verify project and lending eligibility, and create and maintain files for each applicant.
  - v. Conduct a site visit of an applicant's property, once income qualification for a project is verified. The site visit shall determine the eligibility of the property and the proposed improvements.
  - vi. Prepare a project scope of work and a cost estimate, and review both with the client to make any adjustments.
  - vii. Prepare an analysis of the application which shall include a verification of employment, income certification, lending eligibility, a loan underwriting analysis, credit report, and property status report (title search and surveys where necessary) to determine the qualifications of the applicant and rehabilitation needs of the property.
  - viii. Schedule and conduct application review meetings with County staff and the County Loan Review Committee ("LRC") for final applicant eligibility determination, relevant underwriting analysis, and recommendations for approval or denial of application.
  - ix. Maintain relationships with LRC members, and assist with new member recruitment when necessary.
  - x. Prepare minutes for LRC meetings, collect and maintain signed Decision Criteria sheets and submit the final HRP request to County for County Manager's Office ("CMO") consideration. If approved by the CMO, the approved project shall continue through the HRP process.
  - xi. Prepare a Loan Estimate, Closing Disclosure, HRP Mortgage, Promissory Note, and Affordability Agreement, and review all documents with the client per state and federal lending requirements. Once signed, the documents shall be routed to the CMO for signature.
  - xii. Establish escrow accounts for each project and complete the bank and County documentation to establish each account and coordinate with County and the bank to wire the correct funding to each account. Monthly bank statements for each account shall be used to track all deposited and expended funds for each project.
  - xiii. Secure funding for any project change orders and/or dispute resolutions. Should a change order be required, an additional mortgage loan, affordability agreement, loan estimate, and closing disclosure are required.
  - xiv. Upon project completion, Contractor shall close the escrow account, and prepare and submit a project closeout package to the County's Project Manager. The Closeout Package shall include a detailed accounting of all funds used in the project, such as all monthly bank account statements, balances from beginning to end, itemization of all deposits and withdrawals made from the account, to whom and for what purpose, progress payment request itemization, construction contracts, lien releases, change orders, and the executed note, mortgage, and affordability agreement.
  - xv. Prepare and email monthly status reports to the County's Project Manager, regardless of the number of ongoing projects.



- xvi. Respond to inquiries from County staff on specific projects and Program Policies and Procedures.
- xvii. Prepare loan payoffs and lien releases on HRP loans. Respond to inquiries from lenders, title companies, and clients requesting payoffs on HRP loans as of a certain date. Calculate interest due, the total loan payoff, coordinate check delivery or wire instructions of funds to the County upon closing, and prepare release of mortgage documents for CMO signature and recording with the County Clerk.
- xviii. Collect required information from client and lender for the HRP loan subordination requests, analyze and prepare a recommendation to County, if the request is approved, and prepare the loan subordination agreement for CMO signature.
- xix. Revise Policies and Procedures, and Construction Standards. Contractor shall provide annually a revised draft of the Policies and Procedures and Construction Standards document to the County's Project Manager. County shall provide any revisions to be incorporated into a final draft prepared by Contractor for approval by the Community Development Director. Written standards shall address at a minimum, lead hazard requirements, energy efficiency and green building techniques, and a written plan to address homeowner complaints.
- xx. Contractor shall annually provide and publish a recommended Income Limits chart based on Department of Housing and Urban Development ("HUD") data.

**b. Contractor Services - Project Administration and Rehabilitation Project Oversight.**

Contractor shall provide a range of services under this component including oversight and quality control assurance of housing rehabilitation construction activities. The tasks and associated deliverables are as follows:

- i. Prepare and distribute bid packages for qualified project contractors.
- ii. Meet with potential project contractors or other personnel when bids and/or work specifications and estimates require negotiation to finalize the bid process or to resolve a dispute.
- iii. Conduct site visits with client and interested project contractors. Once the project contractor is selected by the client, site visits shall allow the project contractor and client to review the details of the Project.
- iv. Review bids with client and make recommendations for the client to consider in the selection of a project contractor, and secure additional funding for improvements, if necessary. Before the finalization of a construction contract, Contractor shall arrange a meeting between client and project contractor to review the bid received and the scope of work to verify that the scope of work shall be addressed. The construction contract is a contract between the client and the project contractor, neither County nor Contractor is a party to the construction contract.
- v. If a construction contract is executed by the client, client shall execute the note, mortgage, and affordability agreement. Contractor shall prepare the first draw from the escrow account to allow the project contractor to begin work.
- vi. Ensure all required permits are obtained for applicable work.
- vii. Perform periodic inspections of the work in progress, and conduct project status reviews with construction contractor and client. Contractor shall visit sites daily to review the work, identify concerns of the client and

- project contractor, and facilitate effective communication between the client, project contractor, and Contractor.
- viii. Review and process progress payment requests, and verify that progress payments are made consistent with the contract and with the amount of work performed to date.
  - ix. Review any client and contractor recommended change orders. Change orders are considered if unforeseen issues arise, and sufficient budget is available to pay for the change.
  - x. Conduct a final inspection, prepare a punch list for remaining work, and process the final payment to project contractor when the work is complete and the client has accepted the improvements and confirmed that all required inspections have passed.
  - xi. Conduct outreach and marketing to potential contractors (general contractors, plumbing and mechanical, electrical, roofing, environmental, heating ventilation, and air conditioning), educate them about the HRP, and encourage participation. Perform background and reference checks on contractors who are interested in participating in the HRP program.
  - xii. Train participating contractors in the HRP processes, procedures, and standards. Participating contractors shall participate in training on HRP requirements including but not limited to the following: permitting procedures, lead-based paint protocols, inspection requirements, progress payment requests, change order rules, client and Contractor coordination, and communication requirements and project closeout procedures.

**SECTION B. TERM:** The term of this Agreement shall commence August 10, 2022, and shall continue through August 9, 2025, unless sooner terminated, as provided herein. At County's sole option the Agreement may be renewed for up to one (1) consecutive one-year period, unless sooner terminated, as provided therein.

**SECTION C. COMPENSATION:**

1. **Amount of Compensation.** County shall pay total compensation for the life of this Agreement, including any possible extensions, for performance of services in an amount not to exceed SEVEN HUNDRED EIGHTY-SIX THOUSAND THREE HUNDRED EIGHTY-THREE DOLLARS (\$786,383.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto, and made a part hereof for all purposes.
2. **Monthly Invoices.** Contractor shall submit itemized monthly invoices 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.

**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; TWO MILLION DOLLARS (\$2,000,000.00) 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; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Professional Liability Insurance:** \$1,000,000 per occurrence; \$2,000,000 aggregate. Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least three (3) years thereafter.

**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:

Project Manager  
Incorporated County of Los Alamos  
1000 Central Avenue, Suite 150  
Los Alamos, New Mexico 87544

Contractor:

Mr. Steve Brugger, Executive Director  
Los Alamos Housing Partnership  
1362 Trinity Drive, Suite C-1  
Los Alamos, New Mexico 87544

**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 was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

**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**

**LOS ALAMOS HOUSING PARTNERSHIP, INC., A NEW MEXICO CORPORATION**

By: \_\_\_\_\_  
**KARL HJELVIK** **DATE**  
**PRESIDENT**

Exhibit "A"  
Compensation Rate Schedule  
AGR22-81

Category	Year 1	Year 2	Year 3	Year 4	CONTRACT TOTAL
Cost Per Project	\$9,895	\$10,375	\$10,855	\$11,406	
Assumed No. Of Projects	15	15	15	15	60
Subtotal - Project Cost	\$148,425	\$155,625	\$162,825	\$171,090	\$637,965
Fixed Costs	\$34,510	\$36,200	\$37,890	\$39,818	\$148,418
<b>TOTAL COST</b>	<b>\$182,935</b>	<b>\$191,825</b>	<b>\$200,715</b>	<b>\$210,908</b>	<b>\$786,383</b>

Hourly Rates by Labor Type				
	Year 1	Year 2	Year 3	Year 4
Executive Director	\$ 175.00	\$ 184.00	\$ 193.00	\$ 203.00
Project Manager	\$ 110.00	\$ 115.00	\$ 120.00	\$ 126.00
Construction Inspector	\$ 95.00	\$ 100.00	\$ 105.00	\$ 110.00

Fixed costs detailed above are not dependent on the number of applications received or completed projects and shall be billed monthly in accordance with Section C. Compensation detailed above.

Cost per Project is a variable cost dependent on the number of completed projects, should the number of completed projects be lower than 15 per year, the annual total cost will vary, and the cost per project amount shall be multiplied by the number of completed projects to calculate actual compensation.



# County of Los Alamos

## Staff Report

August 09, 2022

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** C.

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

**Presenters:** Helen Perraglio, Acting ASD Director/Chief Financial Officer and Beatrice Odezulu, Account Operations Manager

**Legislative File:** 16226-22

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### Title

Approval of Authorized Signers for County Bank and Investment Accounts

### Recommended Action

**I move that Council approve the individuals authorized to sign on the County of Los Alamos bank and investment accounts as presented in the attachment, to be effective on August 9, 2022.**

### County Manager's Recommendation

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

### Body

Article IV of the County Charter requires formal Council action to approve all individuals authorized to sign on County bank and investment accounts. The list of accounts and authorized signers is updated periodically to keep it current and to avoid potential audit findings. The following changes are proposed to update the listing that was approved on July 27, 2021.

This action removes Oliver Morris, Deputy Police Chief from the Police Operations Savings and the LA Crimestoppers accounts due to his promotion and new role as the Deputy Police Chief.

This action removes James Rodriguez, Police Commander from the Police Operations Savings and the LA Crimestoppers accounts due to his promotion and new role as Police Commander.

This action adds Daniel Roberts, Police Commander to the Police Operations Savings and the LA Crimestoppers accounts due to his promotion and new role as Police Commander

This action adds Ryan Wolking, Police Sergeant to the Police Operations Savings and the LA Crimestoppers accounts due to his promotion and new role as Police Sergeant

### Alternatives

If this is not approved there could be a negative impact on internal customer service and the County's ability to perform routine banking operations.

### Fiscal and Staff Impact/Planned Item

There is no fiscal impact related to this action. There is minimal impact to accomplish the changes to signature cards on these accounts.

### Attachments

A - Authorized Signers on Bank and Investment Accounts August 9, 2022



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**Incorporated County of Los Alamos**  
**Authorized Signers on Bank and Investment Accounts**  
**August 9, 2022**

- A. The following individuals are authorized signers for the **Police Operations Savings** account, which is used for discretionary purposes by the Los Alamos Police Department.

Daniel Roberts, Police Commander  
Ryan Wolking, Police Sergeant  
Helen M. Perraglio, acting ASD Director/Chief Financial Officer  
Melissa Meyer, Deputy Chief Financial Officer  
Mauricia J. Chavarria-Quam, Accounting Operations Manager  
Beatrice N. Odezulu, Accounting Operations Manager

	<b>Institution</b>	<b>Account Name/Purpose</b>	<b>Account # For Finance Use Only</b>
1	Enterprise Bank & Trust	Police Operations Savings	*6220

- B. The following individuals are authorized signers for the **LA Crimestoppers** account, which is used for discretionary purposes by the Los Alamos Police Department.

Daniel Roberts, Police Commander  
Ryan Wolking, Police Sergeant  
Helen M. Perraglio, acting ASD Director/Chief Financial Officer  
Melissa Meyer, Deputy Chief Financial Officer  
Mauricia J. Chavarria-Quam, Accounting Operations Manager  
Beatrice N. Odezulu, Accounting Operations Manager

	<b>Institution</b>	<b>Account Name/Purpose</b>	<b>Account # For Finance Use Only</b>
2	Enterprise Bank & Trust	LA Crimestoppers	*2301

This list of Authorized Signers was approved by County Council on August 9, 2022.

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Randall Ryti, Council Chair



# County of Los Alamos

## Staff Report

August 09, 2022

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** D.

**Index (Council Goals):**

**Presenters:** Angelica Gurule, Environmental Services Manager and Juan Rael, Public Works Director

**Legislative File:** AGR0877-22

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### Title

Approval of Amendment No. 2 to AGR18-01-A2 Novation from Friedman Recycling to Waste Connections of New Mexico, Inc., for Mixed Recycling Services

### Recommended Action

**I move that the County Council approve Amendment No. 2 to AGR18-01-A2 Novation from Friedman Recycling to Waste Connections of New Mexico, Inc., for Mixed Recycling Services.**

### ..County Manager's Recommendation

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

### Body

Services Agreement No. 18-01 to perform Mixed Recycling Services was executed on September 26, 2017, for a term of seven years. Amendment AGR 18-01-A1 was made to AGR18-01 on September 11, 2019, which amended the total compensation as well as the compensation schedule to reflect changes in the global recycle market.

The proposed amendment will assign the agreement to Waste Connections of New Mexico, Inc. The original agreement was with Friedman Recycling of Albuquerque, LLC., which was acquired by Waste Connections of New Mexico, Inc., on January 1, 2022. The company services have not changed, and staff is confident that Waste Connections of New Mexico, Inc., will continue to provide Los Alamos County with quality mixed recycling services. At this time, Waste Connections of New Mexico, Inc., is the only New Mexico contractor available to provide mixed recycle services.

### Alternatives

If the amendment is not approved the current agreement will be null and void. LAC would be required to solicit for a new mixed recycling services provider and this will interrupt current recycling services.

### Fiscal and Staff Impact

There will be no fiscal impacts, there are no changes to the compensation of the agreement.

### Attachments

- A - AGR18-01 Friedman Recycling of Albuquerque
- B - AGR 18-01-A1 Friedman Recycling of Albuquerque
- C - AGR18-01-A2 Waste Connections of New Mexico, Inc.

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LOS ALAMOS

AGR18-01

**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 **Friedman Recycling of Albuquerque, LLC**, an Arizona corporation ("Contractor"), to be effective for all purposes September 26, 2017.

**WHEREAS**, the County Purchasing Agent determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 18-01 (the "RFP") on July 9, 2017, requesting proposals for Mixed Recycling Services, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated July 25, 2017 ("Contractor's Response"); and

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

**WHEREAS**, County Council approved this Agreement at a public meeting held on September 26, 2017; and

**WHEREAS**, Contractor will 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 AND DELIVERABLES:**

County will deliver, at its discretion, any or all recyclable materials collected through its residential and commercial recycling collection programs, and Contractor will accept mixed recyclable materials for recycling services at Contractor's facility for sorting, processing and marketing services. The commingled, recyclable material County will deliver, at its discretion, to Contractor will include, but is not limited to the following:

1. Paper products in a form deemed acceptable by the County, including but not limited to, newspaper and inserts, shredded office paper (in clear bags), paper board, cereal and cracker boxes, milk boxes, juice boxes, corrugated cardboard, brown paper bags, junk mail, paper board, shredded office paper, magazines, catalogs, cardboard egg cartons, phone books, paperback books, hard back books as well as Sorted Office Paper (SOP) of Grades 1 and 2 by the standards established by the Institute of Scrap Recycling Industries as well as all other paper products deemed acceptable by the County.
2. Plastic products in a form acceptable by the County including but not limited to plastic products coded 1 thru 7 by the standards adopted by the Society of Plastics Industry (AKA Plastics Industry Association), including but not limited to, polyethylene terephthalate plastic bottles, and high density polyethylene containers as well as rigid plastic toys.

3. Metal products in a form acceptable to the County, including but not limited to, aluminum foil, metal pots and pans, cans, metal containers as well as small electronic devices and chords.

#### **DELIVERABLES:**

Contractor shall provide to County monthly reports on the tonnage of material received from County. Monthly reports shall be due by the fifth day of each month for the penultimate month preceding the report (i.e. a report due by May 5 will show information for the preceding month of March), and shall show the following information for the month reported upon:

1. The disposition of the Recyclable.
2. Written certification that all Standard Office Paper (SOP) was processed and recycled in a North American market or mill.
3. Determine the monthly average market value (AMV) of County's recyclable materials through a method or formula acceptable to the County which shall include the current market value of each commodity obtained from the recyclable material as determined by a standard market index acceptable to the County.
4. Perform an annual recycled materials audit to determine the composition percent of marketable commodities obtained from the recyclable materials provided to Contractor by the County.

**SECTION B. TERM:** The term of this Agreement shall commence September 26, 2017 and shall continue through September 25, 2024, unless sooner terminated, as provided herein.

#### **SECTION C. COMPENSATION:**

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed TWO HUNDRED THIRTY SIX THOUSAND NINE HUNDRED TWENTY-TWO DOLLARS (\$236,922.00), throughout the entire term of the Agreement, and which amount does not include applicable New Mexico gross receipts taxes ("NMGR"). Compensation shall be paid in accordance with the terms and rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.
2. **Monthly Invoices.** Contractor shall submit itemized monthly invoices to County's Environmental Services Manager showing amount of compensation due, amount of any NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

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

**SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL:** This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and will not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority

to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

**SECTION F. STANDARD OF PERFORMANCE:** Contractor agrees and represents that it has and will maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the 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. Should any of the policies described below be cancelled before the expiration date thereof, notice will 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) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) 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; TWO MILLION DOLLARS

(\$2,000,000.00) 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 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 will not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the 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:

Environmental Services Manager  
Incorporated County of Los Alamos  
3701 E. Jemez Rd.  
Los Alamos, New Mexico 87544

Contractor:

David Friedman, CEO  
Friedman Recycling of Albuquerque, LLC  
5021 Edith N. E.  
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.

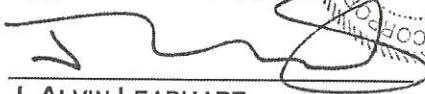
**SECTION U. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes. This Section acknowledges compliance with Chapter 81 of the Laws of 2006 of the State of New Mexico.

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.

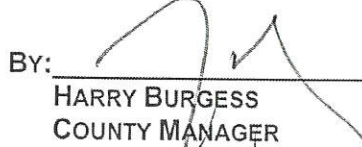
ATTEST

  
\_\_\_\_\_  
NAOMI D. MAESTAS  
COUNTY CLERK

Approved as to form:

  
\_\_\_\_\_  
J. ALVIN LEAPHART  
COUNTY ATTORNEY

INCORPORATED COUNTY OF LOS ALAMOS

BY:  9/28/17  
\_\_\_\_\_  
HARRY BURGESS  
COUNTY MANAGER DATE

FRIEDMAN RECYCLING OF ALBUQUERQUE, LLC, AN  
ARIZONA LIMITED LIABILITY CORPORATION

BY:  11-28-17  
\_\_\_\_\_  
DAVID FRIEDMAN  
CHIEF EXECUTIVE OFFICER DATE

**Exhibit "A"**  
**Compensation Rate Schedule**  
**AGR18-01**

The Contractor shall be compensated for accepting Mixed Recyclables, exclusive or the recyclables listed in Section C, by payment of a Processing Fee Per Ton, as provided below in Chart A, that is subject to a reduction equal to the amount established by the Rebate Thresholds provide below in Chart B.

**Chart A: Mixed Recycling Processing Fees**

Year	Processing Fee Per Ton	Estimated Tons (1.5 % annual increase)	Annual Cost w/o Rebate
1	\$ 15	1791	\$ 26,872
2	\$ 16	1818	\$ 29,094
3	\$ 17	1846	\$ 31,376
4	\$ 18	1873	\$ 33,720
5	\$ 19	1901	\$ 36,127
6	\$ 20	1930	\$ 38,599
7	\$ 21	1959	\$ 41,136
<b>Total Compensation for 7 Years</b>			<b>\$ 236,922*</b>

\* Does not include applicable New Mexico gross receipts taxes ("NMGRT")

**Section B: Rebate Thresholds**

The Processing fee due to the Contractor for Mixed Recycling, as calculated per Chart A, shall be reduced when the Average Market Value of the Mixed Recycling falls within the ranges of Average Market Value, described below in the left hand column, in an amount equal to the rebate described below in Chart B in the right hand column.

**Chart B: Average Market Value**

Average Market Value (AMV)	Rebate Paid to County
\$0 to \$75 per ton	No Rebate Available
\$75+ to \$95 per ton	\$15 per ton
\$95+ to \$115 per ton	\$30 per ton
\$115+ to \$140 per ton	\$40 per ton
\$140+ and Above	\$50 per ton

**Section C: Sorted Office Paper (SOP) Grade 1, Sorted Office Paper (SOP) Grade 2, Loose Old Corrugated Cardboard, and Baled Old Corrugated Cardboard**

The Processing Fee due the Contractor for the Sorted Office Paper (SOP) Grade 1, Sorted Office Paper (SOP) Grade 2, Loose Old Corrugated Cardboard, and Baled Old Corrugated Cardboard shall be calculated as provided below:

1. The Processing Fee due the Contractor for (SOP) Grade 1 is an amount equal to the value of Standard Office Paper #37 as listed on the Pulp & Paper Index (PPI) of the Official Board Markets (OBM) for LA Domestic Ports, as of the date of delivery of the (SOP) Grade 1 recyclable to the Contractor, multiplied by the weighted amount in ton units of the (SOP) Grade 1 recyclable delivered to the Contractor less an amount equivalent to \$95.00 per ton of the (SOP) Grade 1 recyclable delivered to the Contractor.
2. The Processing Fee due the Contractor for (SOP) Grade 2 is an amount equal to the value of Standard Office Paper #37 as listed on the Pulp & Paper Index (PPI) of the Official Board Markets (OBM) for LA Domestic Ports, as of the date of delivery of the (SOP) Grade 2 recyclable to the Contractor, multiplied by the weighted amount in ton units of the (SOP) Grade 2 recyclable delivered to the Contractor less an amount equivalent to \$115.00 per ton of the (SOP) Grade 2 recyclable delivered to the Contractor.
3. The Processing Fee due the Contractor for Loose Old Corrugated Cardboard is an amount equal to the value of #11 OCC as listed on the Pulp & Paper Index (PPI) of the Official Board Markets (OBM) for LA Domestic Ports for Free Alongside Shipping (FAS), as of the date of delivery of the Loose Old Corrugated Cardboard recyclable to the Contractor, multiplied by the weighted amount in ton units of the Loose Old Corrugated Cardboard recyclable delivered to the Contractor less an amount equivalent to \$99.00 per ton of the Loose Old Corrugated Cardboard recyclable delivered to the Contractor.
4. The Processing Fee due the Contractor for Baled Old Corrugated Cardboard is an amount equal to the value of #11 OCC as listed on the Pulp & Paper Index (PPI) of the Official Board Markets (OBM) for LA Domestic Ports for Free Alongside Shipping (FAS), as of the date of delivery of the Baled Old Corrugated Cardboard recyclable to the Contractor, multiplied by the weighted amount in ton units of the Baled Old Corrugated Cardboard recyclable delivered to the Contractor less an amount equivalent to \$79.00 per ton of the Baled Old Corrugated Cardboard recyclable delivered to the Contractor.

September 29, 2017

David Friedman, CEO  
Friedman Recycling of Albuquerque, LLC  
5021 Edith N.E.  
Albuquerque, NM 87107

Re: AGR18-01 Mixed Recycling Services

Greetings,

COUNTY COUNCIL

David Izraelevitz  
Council Chair

Susan O'Leary  
Council Vice-Chair

COUNCILORS

Chris Chandler  
James A. Chrobocinski  
Antonio Maggione  
Rick Reiss  
Pete Sheehy

COUNTY MANAGER

Harry Burgess

Enclosed are two original sets of the above-mentioned Agreement/Amendment. Please execute both documents and return one to my attention at the address listed below:

Lillie Martinez, Buyer/Planner  
Incorporated County of Los Alamos  
Procurement Division  
101 Camino Entrada, Building 3  
Los Alamos, NM 87544

Please include a copy of your company's insurance certificate that is in compliance with Section I of the Agreement. Please indicate the Agreement Number in the description and that County is additionally insured.

Should you have any questions regarding this correspondence, I can be reached at 505-662-8052 or by email at [Lillie.martinez@lacnm.us](mailto:Lillie.martinez@lacnm.us).

Sincerely,



Lillie Martinez,  
Buyer/Planner

**AMENDMENT NO. 1  
INCORPORATED COUNTY OF LOS ALAMOS  
SERVICES AGREEMENT NO. 18-01**

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 **Friedman Recycling of Albuquerque, LLC**, an Arizona corporation ("Contractor"), to be effective for all purposes September 11, 2019.

**WHEREAS**, County and Contractor entered into Agreement No. AGR18-01, dated September 26, 2017, for Mixed Recycling Services; and

**WHEREAS**, County Council approved this Agreement at a public meeting held on September 10, 2019; and

**WHEREAS**, both parties wish to amend the amount of compensation as well as the compensation schedule from the effective date of the Amendment.

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

- I. Section C(1) Amount of Compensation is deleted in its entirety and replaced with the following:
1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed FOUR HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED NINETY-FIVE DOLLARS (\$417,595.00), throughout the term of the Agreement, and which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the terms and rate schedule set out in Exhibit "A-1" attached hereto and made a part hereof for all purposes.

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

LACF2019-0137      10/01/2019      02:06 PM  
Page(s): 4      Naomi D Maestas - County Clerk  
Los Alamos County, NM      Victoria L Martinez - 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.

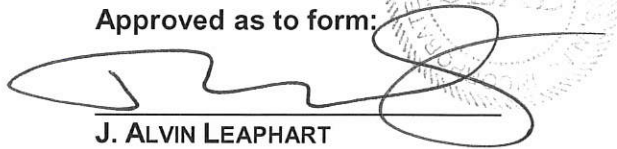
ATTEST

  
\_\_\_\_\_  
NAOMI D. MAESTAS  
COUNTY CLERK


INCORPORATED COUNTY OF LOS ALAMOS

BY:  \_\_\_\_\_ 9/12/19  
HARRY BURGESS  
COUNTY MANAGER DATE

Approved as to form:

  
\_\_\_\_\_  
J. ALVIN LEAPHART  
COUNTY ATTORNEY

FRIEDMAN RECYCLING OF ALBUQUERQUE, LLC, AN  
ARIZONA LIMITED LIABILITY CORPORATION

BY:  \_\_\_\_\_ 9.25.19  
DAVID FRIEDMAN  
CHIEF EXECUTIVE OFFICER DATE

**Exhibit "A-1"**  
**Compensation Rate Schedule**  
**AGR18-01-A1**

I. This compensation rate schedule shall be in effect beginning with the effective date of the Amendment, and shall not apply to services and deliverables provided by Contractor prior to the effective date of this Amendment. Services and deliverables provided by the Contractor prior to the effective date of this Amendment are governed by the original terms and conditions contained in AGR18-01 Exhibit "A" which was effective for all purposes on September 26, 2017 through the effective date of this Amendment.

II. As of the effective date of this Amendment, the Contractor shall be compensated for accepting Mixed Recyclables, exclusive of the recyclables listed in Section C below, by payment of a Processing Fee Per Ton, as provided below in Chart A, that is subject to a reduction or increase equal to the amount established by the Rebate Thresholds provided below in Chart B. The Rebate Schedule (Chart B) shall be applied to the processing fee (Chart A) due to the Contractor and may increase or decrease based upon the ranges of the Rebate Threshold (Chart B, left Column AMV).

For example: May 2019 AMV was -12.328.  
Processing Fee: \$16. per ton  
Rebate or Additional Processing Fee: \$9. per ton  
Total Fee Per Ton: \$25.

**Chart A: Mixed Recycling Processing Fees**

Year	Processing Fee Per Ton	Estimated Tons (1.5 % annual increase)	Annual Cost w/o Rebate	Annual Cost with Additional Processing Fee \$19 Per Ton
September 26, 2017 - September 25, 2018	\$15	1791	\$26,872	\$26,872
September 26, 2018 - September 10, 2019	\$16	1818	\$29,094	\$29,094
September 11, 2019 - September 10, 2020	\$17	1846	\$31,376	\$66,442
September 11, 2020 - September 10, 2021	\$18	1873	\$33,720	\$69,312
September 11, 2021 - September 10, 2022	\$19	1901	\$36,127	\$72,253
September 11, 2022 - September 10, 2023	\$20	1930	\$38,599	\$75,267
September 11, 2023 - September 25, 2024	\$21	1959	\$41,136	\$78,355
<b>Total Compensation for 7 Years</b>			<b>\$236,922*</b>	<b>\$ 417,595*</b>

\* Does not include applicable New Mexico gross receipts taxes ("NMGRT")



**Chart B: Rebate Schedule**

<b>Rebate Threshold based on Average Market Value (AMV)</b>	<b>Rebate or Additional Processing Fee</b>
\$-20 and Below	No Rebate and Payment to Contractor of \$19 per ton
\$-20+ to \$55	No Rebate and Payment to Contractor of \$9 per ton
\$55+ to \$75 per ton	No Rebate Available
\$75+ to \$95 per ton	\$15 per ton rebate to County
\$95+ to \$115 per ton	\$30 per ton rebate to County
\$115+ to \$140 per ton	\$40 per ton rebate to County
\$140+ and Above	\$50 per ton

**Section C: Sorted Office Paper (SOP) Grade 1, Sorted Office Paper (SOP) Grade 2, Loose Old Corrugated Cardboard, and Baled Old Corrugated Cardboard**

1. The Processing Fee due the Contractor for (SOP) Grade 1 is an amount equal to the value of Standard Office Paper #37, as listed on the Pulp & Paper Index (PPI) of the Official Board Markets (OBM) for LA Domestic Ports, as of the date of delivery of the (SOP) Grade 1 recyclable to the Contractor, multiplied by the weighted amount in ton units of the (SOP) Grade 1 recyclable delivered to the Contractor, less an amount equivalent to Ninety-Five Dollars (\$95.00) per ton of the (SOP) Grade 1 recyclable delivered to the Contractor.
2. The Processing Fee due the Contractor for (SOP) Grade 2 is an amount equal to the value of Standard Office Paper #37, as listed on the Pulp & Paper Index (PPI) of the Official Board Markets (OBM) for LA Domestic Ports, as of the date of delivery of the (SOP) Grade 2 recyclable to the Contractor, multiplied by the weighted amount in ton units of the (SOP) Grade 2 recyclable delivered to the Contractor, less an amount equivalent to One Hundred Fifteen Dollars (\$115.00) per ton of the (SOP) Grade 2 recyclable delivered to the Contractor.
3. The Processing Fee due the Contractor for Loose Old Corrugated Cardboard is an amount equal to the value of #11 OCC, as listed on the Pulp & Paper Index (PPI) of the Official Board Markets (OBM) for LA Domestic Ports for Free Alongside Shipping (FAS), as of the date of delivery of the Loose Old Corrugated Cardboard recyclable to the Contractor, multiplied by the weighted amount in ton units of the Loose Old Corrugated Cardboard recyclable delivered to the Contractor, less an amount equivalent to Ninety-Nine Dollars (\$99.00) per ton of the Loose Old Corrugated Cardboard recyclable delivered to the Contractor.
4. The Processing Fee due the Contractor for Baled Old Corrugated Cardboard is an amount equal to the value of #11 OCC, as listed on the Pulp & Paper Index (PPI) of the Official Board Markets (OBM) for LA Domestic Ports for Free Alongside Shipping (FAS), as of the date of delivery of the Baled Old Corrugated Cardboard recyclable to the Contractor, multiplied by the weighted amount in ton units of the Baled Old Corrugated Cardboard recyclable delivered to the Contractor, less an amount equivalent to Seventy-Nine Dollars (\$79.00) per ton of the Baled Old Corrugated Cardboard recyclable delivered to the Contractor.

**AMENDMENT NO. 2  
INCORPORATED COUNTY OF LOS ALAMOS  
SERVICES AGREEMENT NO. 18-01**

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 **Waste Connections of New Mexico, Inc.**, a Delaware corporation ("Assignee" or "Contractor"), to be effective for all purposes August 9, 2022.

**WHEREAS**, County and Freidman Recycling of Albuquerque, LLC, ("Assignor"), entered into Agreement No. AGR18-01 on September 26, 2017 ("Agreement"), through Request for Proposals ("RFP") No. 18-01, dated July 9, 2017, requesting proposals for Mixed Recycling Services, and Amendment No. 1, dated September 11, 2019; and

**WHEREAS**, on January 1, 2022, ownership of Freidman Recycling of Albuquerque, LLC was transferred to Waste Connections of New Mexico, Inc., due to acquisition; and

**WHEREAS**, Assignor has assigned and transferred the Agreement to Assignee, and Assignee has accepted the transfer, assignment, and assumption of all the rights, interests, covenants, obligations, and liabilities of Assignor under the Agreement, under the terms and conditions of this Amendment; and

**WHEREAS**, County consents to the Assignment to accept the Assignee as a party to the Agreement in the place of Assignor for all purposes, including but not limited to all past, current and future obligations and liabilities of Assignor, including all terms, and conditions, created by the Agreement; and

**WHEREAS**, this Amendment was approved by County Council at a regular meeting held on August 9, 2022.

**WHEREAS**, in accordance with the terms and conditions noted herein, County hereby agrees to this Assignment.

**NOW, THEREFORE**, for good and valuable consideration, County and Assignee agree to amend the Agreement as follows:

- I. Assignee agrees to and shall assume, be bound by, observe, and perform, at all times, all of the terms and conditions to be observed and performed by the Assignor under the Agreement, to the same extent as if the Assignee had been originally named as a party under the Agreement.
- II. Assignee agrees to assume all obligations and liabilities of Assignor under the Agreement by virtue of this Amendment.
- III. County agrees to the Assignment of the Agreement to the Assignee and agrees that the Assignee shall be entitled to hold and enforce all of the privileges, rights and benefits to the same extent as though the Assignee had been a party thereto in the place and stead of the Assignor and accepts the Assignee as a party to the Agreement.

- IV. Assignee agrees to assume and be bound by all obligations, terms and conditions including all past, current, and future liabilities created by the Agreement, No. AGR18-01, dated September 26, 2017, and Amendment No. 1, dated September 11, 2019, between Assignor and County.
- V. Assignee agrees that all payments previously made by County to the Assignor, and all other previous actions taken by County under this Agreement, shall be considered to have discharged those parts of the County's obligations under the Agreement.
- VI. Assignee's obligations to provide Services under the Agreement and this Amendment shall be subject to the following:
- a. Assignee shall obtain and maintain insurance of the types and in the amounts set out in **SECTION I. INSURANCE** of the Agreement with an insurer acceptable to County. Assignee shall assure that all subcontractors maintain like insurance.
  - b. Assignee shall obtain and maintain all required licenses, without limitation, all necessary professional and business licenses.
  - c. Assignee shall submit a Campaign Contribution Disclosure Form with this Amendment, attached as Exhibit "B."

Compliance with the terms and conditions of this provision is a condition precedent to County's obligation to pay compensation for the Services.

- VII. Delete **SECTION S. NOTICE** in its entirety and replace it with the following:

**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:	Contractor:
Environmental Services Manager	Scott Berry, District Manager
Incorporated County of Los Alamos	Waste Connections of New Mexico, Inc.
3701 E. Jemez Road	5539 El Paso Drive
Los Alamos, New Mexico 87544	El Paso, Texas, 79905

- VIII. Delete **SECTION U. CAMPAIGN CONTRIBUTION DISCLOSURE FORM** in its entirety and replace it with the following:

**SECTION U. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form is attached with this Amendment No. 2 as Exhibit "B" and is incorporated herein by reference for all purposes. Contractor must submit this form with this Agreement.

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

**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:** \_\_\_\_\_  
**STEVEN LYNNE** **DATE**  
**COUNTY MANAGER**

**Approved as to form:**

\_\_\_\_\_  
**J. ALVIN LEAPHART**  
**COUNTY ATTORNEY**

**WASTE CONNECTIONS OF NEW MEXICO., A**  
**DELAWARE CORPORATION**

**By:** \_\_\_\_\_  
**AARON BRADLEY** **DATE**  
**REGIONAL VICE PRESIDENT**

**Exhibit "B"**  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**  
**AGR18-01-A2**

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.)

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

(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

August 09, 2022

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** E.

**Index (Council Goals):**

**Presenters:** Gayathri Sriram, IM Program Manager and Public Information Officer Julie Williams-Hill, Communications & PR Administrator

**Legislative File:** AGR0881-22

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### Title

Approval of Services Agreement No. AGR21-32 with Granicus, LLC, in an amount not to exceed \$281,690.00, plus applicable New Mexico Gross Receipts Taxes for an Internet Website Replacement Project

### Recommended Action

**I move that Council approve Services Agreement No. AGR21-32 with Granicus, LLC, in an amount not to exceed \$281,690, plus applicable New Mexico Gross Receipts Taxes for an Internet Website Replacement Project.**

### ..County Manager's Recommendation

The County Manager recommends that Council approve Services Agreement No. AGR21-32 as requested.

### Body

The County issued a Request for Proposals No. 21-32 (Attachment B) on December 3, 2020, requesting proposals to replace the Los Alamos County internet website, including services to redesign, enhance and host the municipal website for multiple years.

The webpage is the first impression and first interaction with the County by many Los Alamos citizens, businesses, potential new businesses, developers, and tourists to learn about services, initiatives, programs, projects, and Council goals and priorities. Therefore, the County's new website design must incorporate the latest technology and best industry practices to make the site more transactional, intuitive, customer-friendly, and mobile-friendly for the web user. In addition, it should be easy for County staff to edit, update and maintain the site, so it is current and adheres to the County's branding standards.

In response to the RFP, the County received multiple proposals of which the evaluating committee scheduled software demonstrations for three offerors who met the first tier of established criteria (included in Attachment B). The three offerors met with the evaluating committee and demonstrated their products' functionality based on the second-tier criteria (Attachment C).

Through the RFP and evaluation process, the County's evaluating committee ultimately selected the vendor OpenCities.

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On June 15, 2021, Granicus, LLC, acquired OpenCities, but agreed to honor the proposal submitted by OpenCities to replace the existing County internet website, including services to redesign and enhance the site to meet the stated objectives and support the Council's strategic priority area to improve communication. Moreover, Granicus, LLC, commits to the warranties, data security, support, future functionalities, implementation and training, and will host the County's website for seven years as described in AGR21-32 (Attachment A).

The project is phased into five steps, estimated to take a total of approximately 28 weeks to realize a successful "Go Live" date.

#### **Alternatives**

Council may direct staff to issue another RFP and go through the process again, during which time the current provider may or may not agree to continue to provide its current services.

#### **Fiscal and Staff Impact/Planned Item**

The year one contract cost was approved by Council in the FY23 Information Management budget. Subsequent years extending to year seven will be budgeted accordingly and will not exceed the contract amount of \$281,690.00, plus applicable New Mexico Gross Receipts Taxes.

Staff impacts for each department's webpage administrator will be significant upfront in year one to design the new website, migrate information to the new site, and train webpage administrators. However, impacts in the following years should be less, as staff will only be maintaining the website.

#### **Attachments**

- A - Services Agreement No. AGR21-32
- B - Request for Proposals No. 21-32
- C - Step 2 for Request for Proposals No. 21-32
- D - OpenCities Response to RFP No. 21-32





## 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 **Granicus, LLC, a Minnesota Limited Liability Company** ("Contractor"), to be effective for all purposes August 10, 2022 ("Effective Date").

**WHEREAS**, the County seeks to update its web presence and requires a qualified contractor for redesign, enhancement, and hosting of its municipal website.

**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. 21-32 (the "RFP") on December 3, 2020, requesting proposals for Internet Website Replacement Project ("Project"), as described in the RFP; and

**WHEREAS**, OpenCities responded timely to the RFP by submitting a response dated January 5, 2021 ("Contractor's Response"); and

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

**WHEREAS**, on June 15, 2021 ownership of OpenCities was transferred to Contractor, due to Acquisition by Contractor.

**WHEREAS**, Contractor agrees to honor OpenCities' proposal submitted in response to the RFP and enter into this Agreement.

**WHEREAS**, the County Council approved this Agreement at a public meeting held on August 9, 2022; and

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

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

**SECTION A. DEFINITIONS:** In addition to any other terms elsewhere defined in this Agreement, the following terms are defined for the purpose of this Agreement. Where a definition is not defined, the standard meaning applies:

1. "Accessibility" means that websites, tools and technologies are designed and developed to be accessible to Visitors with disabilities.
2. "ADA" means Americans with Disabilities Act.

3. *"Analytics"* means the collection, reporting, and analysis of a website focusing on identifying measures based on organizational and user goals, using the website data to determine the success or failure of those goals and to drive strategy and improve the user's experience.
4. *"API"* means Application Programming Interface.
5. *"BOT"* means advanced protection provided by Imperva, which protects the Website from automated attacks.
6. *"CDN"* means Content Delivery Network.
7. *"CMS"* means Content Management System, which is an application that is used to manage website content, allowing multiple contributors to create, edit, and publish content to a website.
8. *"Content"* means the textual, aural, or visual content published on a website, including creative elements, text, applications, images, data, e-services, and audio and video files.
9. *"CRM"* means Customer Relationship Management.
10. *"Defect"* refers to a failure of the Licensed Software to substantially conform to the functional descriptions set forth in Exhibit "B" Licensed Software Functional Descriptions and Technical Specifications, attached hereto and made a part hereof for all purposes, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Contractor's maintenance and support services, and the governing functional descriptions for such future functionality shall be set forth in Contractor's then-current Documentation.
11. *"DDoS"* means Distributed Denial of Service.
12. *"DNS"* means Domain Name System, which is the hierarchical and decentralized naming system used to identify computers, services, and other resources reachable through the Internet or other Internet Protocol networks.
13. *"DMS"* means Document Management System.
14. *"Documentation"* means any online or written documentation related to the use or functionality of the Licensed Software that Contractor provides or otherwise makes available to County, including instructions, user guides, manuals and other training or self-help documentation.
15. *"ECM"* means Enterprise Content Management.
16. *"Go Live"* means the Licensed Software is fully configured and implemented and the Website becomes operational and visible to the public.
17. *"Hosted"* means a website or other data that is stored on a server or other computer so that it can be accessed over the internet.

18. *"Imperva"* means a third-party company Contractor uses to provide cybersecurity and Website protection.
19. *"Information Architecture"* means a website's underlying organization, structure, and nomenclature that define the relationships between a site's content and functionality.
20. *"Launch"* means the steps taken after design, development and configuration to prepare the Website for Go Live.
21. *"Licensed Software"* refers to Contractor's proprietary cloud-based, Hosted Website software, also referred to herein as "OpenCities," and any related interfaces, and product upgrades, as set forth herein and licensed by Contractor to County through this Agreement.
22. *"Los Alamos County Technology Standards"* means the currently supported versions of the County hardware, underlying software and protocols identified in the Los Alamos County Technology Standards, Exhibit "E," attached hereto and made a part hereof for all purposes.
23. *"Maintenance and Support"* means the terms and conditions governing the provision of maintenance and support services that Contractor provides to all of its customers who have licensed the Licensed Software, as defined in Exhibit "C", Licensed Software Maintenance and Support, attached hereto and made a part hereof for all purposes.
24. *"SEO"* means Search Engine Optimization.
25. *"Services"* means those services set forth in Section B. of this Agreement.
26. *"Single Source of Truth"* means the practice of aggregating data from many systems within an organization to a single location.
27. *"Site Instance"* means the production Website where content is added, which will Go Live to the public upon Launch.
28. *"SLA"* means Service Level Agreement.
29. *"SSL"* means Secure Sockets Layer.
30. *"System Administrators"* means designated County employees who can control access to pages and manipulation of content as well as use automated features to streamline processes and who have access to all administrative features as shown in Exhibit "B."
31. *"Usability"* means a quality attribute that assesses how easy user interfaces are to use and can also refer to methods for improving ease-of-use during the Website design process.
32. *"Users"* means County and its employees, members, and agents who create, publish or author Website content or serve as administrators of the Website.
33. *"URL"* means Uniform Resource Locator, which is the address of a webpage.

34. *“Virtual”* means a real-time interaction that takes place over the internet using integrated audio and video, chat tools, and application sharing.
35. *“Visitor”* means any person who views/goes to the County’s Website.
36. *“WAF” means Web Application Firewall.*
37. *“WCAG”* means Web Content Accessibility Guidelines developed through the World Wide Web consortium Web Accessibility Initiative, which works to promote a high degree of usability for people with disabilities.
38. *“Website”* means the County’s collection of publicly accessible interlinked webpages created through the Contractor’s Licensed Software and hosted by the Contractor.

## **SECTION B. SERVICES:**

1. **Software License and Functionality.** Subject to the terms and conditions of this Agreement, Contractor hereby grants to County a limited, revocable, non-exclusive and non-transferrable license to: (i) run and use the Hosted Licensed Software solely for County’s governmental purposes for the Term of this Agreement; and (ii) use the Documentation in connection with such use of the Licensed Software.
2. **Users, System Administrators, and Visitors.** Contractor provides a limited, revocable non-exclusive and non-transferable license to the County for an unlimited number of Users and System Administrators for the Term of this Agreement, which will be assigned by County, to remotely access and use the Licensed Software and, unless prohibited by law, will provide access to any person designated by County, with the exception that access to the OpenForms Enterprise, as described in Exhibit “B” shall allow a minimum of (20) Users, assigned by County.
  - a. The Licensed Software shall have the ability to keep and maintain account usernames and passwords in a secure manner using industry standard encryption algorithms.
  - b. System Administrators and Users shall have the ability to access the Licensed Software through individual User accounts. Contractor shall initially assign County System Administrator accounts and permission levels during implementation. System Administrators shall then have the ability to assign accounts and permission levels to other System Administrators and Users. Users shall have the ability to modify the Website through role-based permissions and granular access control granted by System Administrators as described in Exhibit “B.”
  - c. The Licensed Software shall provide an online account registration method Visitors can use to create individual Visitor accounts to utilize citizen engagement tools and other features as described in Exhibit “B.” The Licensed Software shall allow an unlimited number of Visitors to view the Website and log in to their accounts at any given time.
3. **Warranty.**

- a. Contractor warrants that the Licensed Software shall be without material Defect(s) for the Term of the Agreement and shall substantially conform to the functional descriptions and technical specifications set forth in Exhibit "B," for the Term of this Agreement. If Licensed Software does not perform as warranted, Contractor shall use reasonable efforts, consistent with industry standards, to cure the material Defect, as set forth in Exhibits "C" and "D," Maintenance and Support and Web Hosting and Performance Criteria, attached hereto and made a part hereof for all purposes. Should Contractor be unable to cure the material Defect, County may terminate this Agreement for convenience and Contractor will issue a prorated refund to County of any pre-paid fees for Services after the termination date. Parties agree that termination is not the County's only remedy for Contractor's failure to comply with the terms, conditions, and obligations stated herein.
- b. Contractor shall use commercially reasonable efforts to make sure the Licensed Software is available with a Monthly Uptime Percentage, as defined in Exhibit "C," of at least 99.9%. In the event Contractor does not meet the service commitment, County shall receive a service rebate as described in Exhibit "C."

**4. Data Security and Ownership.**

- a. County acknowledges and agrees that Contractor utilizes third-party service providers to Host and provide the Services and store County data, and the protection of such data will be in accordance with such third-party's safeguards for the protection and the security and confidentiality of County's data. At a minimum, Contractor shall maintain security and disaster recovery protocols as described in Exhibits "B" and "C," and all data and backups shall be located within the United States.
  - b. All data that: (i) is owned by County; and (ii) uploaded into the Licensed Software remains owned by County. County is responsible for the accuracy and legality of all such data and represents and warrants the right to use and manage all data in connection with its use of the Licensed Software.
  - c. Upon Agreement termination as provided herein, Contractor shall provide to County, within thirty (30) days, instructions to remove content from the Website. County must remove its data from the Licensed Services within thirty (30) days of Agreement termination. Contractor may destroy County Data in their system after such period.
5. **Support.** Contractor shall provide, as part of the licensing fee, the product maintenance and support as described in Exhibit "C."
6. **Future Functionality.** Contractor may continually develop, alter, deliver, and provide to the County ongoing innovation to the Services, in the form of new features, functionality, and efficiencies.
7. **Implementation and Training.** Contractor shall commence Implementation and Training on a mutually acceptable date, promptly following the Effective Date of the Agreement, based on the availability of Contractor and County. Contractor shall complete Implementation and Training, pursuant to a Project Schedule and Plan approved by the Parties, as provided herein. The Parties estimate that a successful Go Live date will occur

no later than twenty-eight (28) weeks after the Effective Date of the Agreement, unless extended by County in writing. Contractor shall provide County, at a minimum, the following Implementation Services, fees for which shall be charged in accordance with Exhibit "A":

- a. **Website Design and Development.** Contractor shall assign an Implementation Team to County, whose members may include, but not be limited to, a dedicated Project Manager, Consulting Practice Lead, and Product Application Specialist. County shall identify for Contractor the County's Project Team members and Project Manager. Members of both Teams shall participate in Virtual joint planning and status meetings throughout Implementation, at dates and times to be coordinated by both parties. Contractor shall present to County for review and approval in writing, all implementation, design, and configuration plans prior to Contractor execution of said plans.
- b. Contractor's Implementation Team shall maintain communication with County as needed throughout Implementation through e-mail, Virtual meetings, phone calls and a Project management tool that provides centralized Project communication and task management in a cloud-based Project workspace;
- c. Contractor shall demonstrate for the County's Project Manager how both will use Contractor's Project management tool for Project communication and shall supply a login name and password for the County Project Manager and other County staff.
- d. **Implementation Schedule.**
  - 1) **Phase 1: Kick-off, Discovery, and Data Analysis.** The Kick-off, Discovery, and Data Analysis Phase shall include, at a minimum, the following:
    - i. Within an estimated two (2) weeks after the Effective Date of the Agreement, in consultation with County, Contractor shall schedule a Virtual Project kick-off meeting between Contractor's implementation Team and County's Project Team, at dates and times to be determined by both parties. During the kick-off meeting, parties shall perform, at a minimum, the following tasks:
      - a. Confirm the Project scope and implementation process;
      - b. Define Project responsibilities and expectations for both Teams;
      - c. Establish communication protocols, meeting frequency, and meeting format, with meetings occurring on-line in a virtual format.
      - d. Define the approval process to be used during the Project;
      - e. Discuss the Services and additional modules requested by County from Exhibit "A" Table 1, define the schedule, milestones, and deliverables for implementing these optional Services and modules.

- f. Discuss the content migration strategy;
  - g. Discuss the website content audit process;
  - h. Discuss and agree upon the Website Launch Checklist, to be provided by Contractor; and
  - i. Determine dates for beginning and completion of Project phases, key meetings, approval dates and deliverables.
- ii. Within an estimated five (5) business days after the Kick-off meeting, Contractor shall provide to County Project Manager a customized Project Schedule and Plan that reflects the detailed Project scope, all tasks to be performed by both Parties, meeting coordination, action item return and completion requirements, approval dates, deliverable and milestone dates, and other factors identified by both Parties during the kick-off meeting. The Project Schedule and Plan shall conform substantially to Contractor's proposed Project Schedule shown in Exhibit "G," attached hereto and made a part hereof for all purposes, and shall include all tasks defined in Phases 1 – 5 herein, and estimated maximum durations for each, and deliverables with an estimated successful Go Live date of no later than twenty-eight (28) weeks after the Effective Date of the Agreement, unless extended by County in writing.
- iii. Upon County Project Manager's written acceptance of the Project Schedule and Plan, the Parties will use reasonable efforts to ensure that all subsequent tasks described herein and included in the Project Schedule and Plan shall be completed according to the approved schedule for Implementation, with the exception that at any time during the Project, the County shall have the ability to modify the Project Schedule and Plan to extend the days needed to complete tasks or phases.
- iv. Contractor shall review the County's Website Information Architecture to develop a cohesive strategic approach to prioritizing content to develop a comprehensive navigation structure for the Website and create an actionable migration strategy for Phase 2. The review process shall include, but not be limited to an analysis of the County's Website Google Analytics; Visitor research and Visitor testing, including a Visitor survey; and other industry best-practice methodologies recommended by the Contractor.
- v. Contractor shall develop a recommended Visitor survey and outreach approach for County to engage Visitors or Visitor groups identified by County to engage a diverse group of community members and identify Visitor needs and goals during the design process in Phase 2. County shall administer the survey and collect results after County approval of the recommended survey and outreach approach.

- vi. Contractor shall, using the information collected from the Visitor survey, coordinate and conduct an Executive Briefing to engage County Leadership and Administration, as identified by County, to create deeper buy-in around digital transformation, conducting a user-centered and data-driven website Project, and discuss Project roadblocks. The Executive Briefing shall include a written report delivered to County Leadership and Administration by the Contractor, which shall highlight Visitor needs.
- vii. Contractor shall schedule with County Information Management department, at a date and time to be determined, a virtual meeting to coordinate and implement the Azure Active Directory Connector Single Sign-on as described in Exhibits "A" and "B."

**2) Phase 2: Design, Configuration, and Content Migration.** The Design, Configuration, and Content Migration Phase shall be completed pursuant to the approved Project Schedule and shall include, at a minimum, the following:

**i. Design and Configuration.**

- a. Contractor shall create and configure the Site Instance and shall configure general County location information, including but not limited to, latitude and longitude markers to identify important County locations provided by the County's Project team, and the County's time zone.
- b. Contractor shall, in a format to be determined during the Project kick-off meeting and at a date and time to be determined in the in the Project Schedule and Plan, conduct a four (4) hour Virtual Design Values Workshop ("Workshop") to discuss general Website goals, example sites, and design assets as described in Exhibit "A".
  - i. County Workshop participants shall be determined by County, with a limit of twenty-five (25) County participants, which may include, but not be limited to, County Project Team members, County residents, or other County staff or stakeholders. The number of County participants may be increased upon consent of both Parties.
  - ii. Contractor shall suggest, subject to County approval, the agenda, content, and desired outcomes for the Workshop. Contractor shall provide all necessary materials for the Workshop and provide the Virtual meeting log-in information, which shall be e-mailed by Contractor to the participant list provided by County.



- iii. Contractor shall, if requested by County, record the Workshop and provide County access to the recording for future viewing.
  - iv. County shall provide rooms and equipment necessary for County attendees to participate in the Workshop.
  - v. Contractor shall collect feedback during the Workshop to inform the Website design theme direction options, for iterations of County feedback and refinement before implementing the final theme into the site.
- c. Contractor shall provide, in coordination with County, a homepage and internal webpage design layout, which is included in the Enhanced Design Package described in Exhibit "A" and includes up to three (3) homepage design options with up to five (5) rounds of iterations of the homepage design, and one (1) internal webpage design option with up to three (3) rounds of iterations of the internal webpage design. The layout designs shall employ industry best practices for design, navigation, usability, and overall Visitor experience and shall incorporate, at a minimum, feedback collected by Contractor during the Design Values Workshop.
- d. Contractor shall provide, as requested in writing by and in coordination with County, one (1) subsite design layout with a unique design, which is described in Exhibit "A," and includes up to two (2) design options with up to three (3) rounds of iterations. The subsite designs shall employ industry best practices for design, navigation, usability, and overall Visitor experience and shall incorporate, at a minimum, feedback collected by Contractor during the Design Values Workshop.
- e. During Phase 2, County shall provide design assets, including logos and design or branding guides requested by Contractor; provide feedback and approval of designs; and complete its website content audit started in Phase 1.
- ii. **Content Migration Discovery and Strategy.** Upon County's written acceptance of a final layout design, and pursuant to the approved Project Schedule and Plan, Contractor shall implement the design and perform Content Migration to move agreed-upon content from the County's current Website to the new OpenCities Website. Contractor shall provide Content Migration services as follows:

- a. Contractor shall, at a date, time, and format agreed upon by both parties, conduct a Virtual Content Migration Discover and Strategy Session with members of the County's Project Team. During this Session, both Parties shall, at a minimum:
  - i. Identify the proper OpenCities template for each webpage to be migrated;
  - ii. Note any inconsistencies or custom templates;
  - iii. Review web pages to identify the County's current website layout norms, review them against best practices for government website content, and communicate how both parties will address certain elements of the content that may not meet best practices.
- b. Contractor shall review County pages and current pageview Analytics and recommend a site navigation and migration strategy; will note where Contractor recommends improving content using Contractor's template functionality; and note where Contractor recommends combining content to improve the Accessibility, Usability, and usefulness of the Website.
- c. County shall complete an Archive, Improve, Move ("AIM") spreadsheet, provided by Contractor, listing all webpages to be migrated in the hierarchical order classified as either "Archive," "Improve," or "Migrate."
- d. County shall identify individuals on the County's Project team with the ability and authority to clarify questions and promptly make decisions about migration questions.
- e. County shall provide to Contractor a desired folder structure for files.
- f. Content to be migrated by Contractor shall include up to 800 pages plus up to 2000 documents and images within the County's current Website, in accordance with the fees described in Exhibit "A". Contractor shall migrate additional pages, documents, and images if requested by County, fees for which shall be paid in accordance with fees described in Exhibit "A." County shall be responsible for including and prioritizing on the AIM spreadsheet all pages, documents and images Contractor will migrate. Content to be migrated by Contractor shall not include the following:
  - i. Content within an iFrame or embedded HTML content;

- ii. Dynamic content pulled from other systems;
  - iii. Content not managed within CMS;
  - iv. JavaScript, CSS, or other custom code;
  - v. Interactive web forms and/or single webpage applications;
  - vi. Written content within image/diagram;
  - vii. Content contained inside a PDF file;
  - viii. Documents and images on pages marked "Archive" on the AIM spreadsheet completed by the County.
- iii. **Content Migration Delivery.** When both parties have agreed upon a strategy and timeline within the Project Schedule and Plan for content migration, Contractor shall, pursuant to the approved Project Schedule and Plan, migrate webpages identified in the AIM spreadsheet completed by County. Upon completion of the migration, County shall receive the following from Contractor:
- a. Access to the system with all agreed-upon webpages migrated; and
  - b. A recap document, in a format to be agreed on by both Parties, in order for County to utilize the software in a competent and efficient manner that details all relevant information County's Project Team should know about the content migrated, as well as any recommendations from the Contractor.
- 3) Phase 3: Training.** The Training Phase shall be completed pursuant to the approved Project Schedule and Plan and shall include, at a minimum, the following:
- i. Contractor shall provide, during Phase 3 of the Project, at dates and times to be determined by both parties, the training identified in Exhibit "A."
  - ii. Virtual training sessions shall be conducted using web-conferencing technology set up by Contractor, and all virtual training sessions shall be recorded by contractor and made available to the County for future viewing.
  - iii. Contractor shall suggest, subject to County approval, the agenda, content, and desired outcomes for virtual training sessions. Contractor shall provide all necessary materials and log-in information for County attendees to participate in virtual training

sessions, which shall be e-mailed by Contractor to the participant list provided by County.

- iv. County shall provide rooms and equipment necessary for County attendees to participate in virtual training.
- v. Contractor shall provide ongoing access, at no additional charge, to OpenCities' Help Center, as described in Exhibit "A," upon execution of this Agreement and throughout the term of the Agreement.
- vi. Additional optional training sessions for those trainings identified and described in Exhibit "A", in excess of those already requested by County in Exhibit "A" Table 2, shall be provided upon County written request throughout the term of the Agreement, the fees for which shall be charged in accordance with those shown in Exhibit "A."

**4) Phase 4: Content Creation Review.** The Content Creation Review and Phase shall be completed pursuant to the approved Project Schedule and Plan and shall include, at a minimum, the following:

- i. Contractor shall provide continued support in the form of training, documentation, and a Granicus point of contact for any questions while County continues to migrate any web pages, documents, or images that were not identified for Contractor migration on the AIM spreadsheet.
- ii. County shall continue to create, improve, or migrate content, to arrive at the desired outcome for the Website.

**5) Phase 5: Launch.** The Launch Phase shall be completed pursuant to the approved Project Schedule and Plan. Upon County's approval of completion of content migration, new content creation, and Website Go-Live readiness, Contractor and County shall complete and participate in the resolution of the Contractor's Launch Checklist items, as agreed upon during the Project kick-off meeting.

**SECTION C. TERM:** The term of this Agreement shall commence August 10, 2022 and shall continue through August 9, 2029, unless sooner terminated, as provided herein.

**SECTION D. COMPENSATION:**

- 1. Amount of Compensation.** The total amount payable under this agreement for all Services and Products identified herein shall be in accordance with rates identified in Exhibit "A," and shall be payable according to the terms set forth below. The fees payable hereunder shall not exceed TWO HUNDRED EIGHTY-ONE THOUSAND SIX HUNDRED NINETY DOLLARS (\$281,690.00), which amount does not include applicable New Mexico Gross Receipts Taxes ("NMGRT").

- a. County shall pay Annual Subscription Fees for in a total not-to exceed amount for this Agreement, as outlined in Exhibit "A," in the amount of ONE HUNDRED SEVENTY-FOUR THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$174,750.00), which amount does not include applicable NMGR. Annual Subscription Fees for Year One (1) begin on the Effective Date and shall be invoiced within thirty (30) days of execution of this Agreement. Annual Subscription Fees for Years Two (2) through Seven (7) shall be invoiced annually on the anniversary of the Effective Date, unless sooner terminated as provided herein.
  - b. County shall pay one-time compensation for Implementation and Training in a total not-to-exceed amount for this agreement, as outlined in Exhibit "A," in the amount of SIXTY-SEVEN THOUSAND FOUR HUNDRED DOLLARS (\$67,400.00), which amount does not include applicable NMGR. These amounts shall be invoiced upon Contractor's completion and County's acceptance of the Project Phases included in the approved Project Schedule and Plan and pursuant to Exhibit "A." Upon delivery of each line item set forth in Exhibit "A," County will have ten (10) business days ("Acceptance Period") to test such milestone to ensure that it complies with all material specifications as set forth herein. Should such deliverable not comply with such specifications within the Acceptance Period, County will issue written notice of non-compliance to Contractor with reasonable description of such non-compliance ("Notice of Rejection"). Granicus will have thirty (30) days or such other time period as agreed to by the Parties to remedy the non-compliance and resubmit the deliverable for acceptance testing. Resubmitted deliverables will be subject to an additional Acceptance Period. Failure of County to issue a Notice of Rejection during the Acceptance Period constitutes acceptance. Any acceptance criteria defined in the Project Schedule and Plan and any deviations from the scope of work detailed herein must be agreed to by the Parties in advance and in writing.
  - c. At any time during the term of this Agreement, County may request Additional Optional Products and Services at County's sole option in accordance with the Compensation Rate Schedule in Exhibit "A." in a total not-to exceed amount for this Agreement in the amount of THIRTY-NINE THOUSAND FIVE HUNDRED FORTY DOLLARS (\$39,540.00), which amount does not include applicable NMGR.
2. **Invoices.** Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, amount of any NMGR and total amount payable under this Agreement. Payment of amounts shall be due and payable thirty (30) days after County's receipt of the invoice. Any invoice disputes must be initiated before the end of the thirty (30) day payment period and the Parties will reasonably cooperate to resolve any disputes. County's requirement to pay within thirty (30) days as noted herein is suspended until the parties resolve the dispute and then payable upon resolution of the dispute. In the event of termination for cause as described in Section Q., Contractor shall reimburse County for all prepaid fees for the prepaid months subsequent to termination date.

**SECTION E. 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 F. 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 and reliable manner.

#### **SECTION G. DELIVERABLES AND USE OF DOCUMENTS:**

All deliverables created specifically and exclusively for County and enumerated in the Project Schedule as being owned by the County ("County Deliverables") required under this Agreement, including material, products, reports, and proprietary 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 County Deliverables 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 County Deliverables in any manner for any other purpose without the express written consent of County.

Except for County Deliverables, Contractor reserves all right, title and interest in the Licensed Software, the documentation, and resulting product including all related intellectual property rights. Except as provided herein, no other licenses are granted to County.

The Contractor name, logo, and the product names are trademarks of Contractor, and no right or license is granted to use them. County assigns to Contractor any suggestion, enhancement, request, recommendation, correction or other feedback provided by County relating to the use of the Licensed Software. County shall not: (i) Misuse any Licensed Software or cause any disruption, including but not limited to, the display of adult content, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted; (ii) Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of third parties; (iii) Use the Licensed Software in a manner in which system or network resources are unreasonably denied to third parties; (iv) Use the Licensed Software as a door or signpost to another server; (v) Access or use any portion of Licensed Software except as expressly allowed by this Agreement; (vi) Disassemble, decompile, or otherwise reverse engineer all or any portion of the Contractor Services; (vii) Use the Licensed Software for any unlawful purposes; (viii) Export or allow access to the Licensed Software in violation of U.S. laws or regulations; (ix) Subcontract, disclose, rent, or lease the Licensed Software, or any portion thereof, for third party use; or (x) Modify, adapt, or use the Licensed Software to develop any software application intended for resale which uses the Licensed Software in whole or in part.

Contractor warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Contractor Services; however, the Contractor Services are provided "AS IS". EXCEPT AS PROVIDED IN THIS AGREEMENT, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS PROVIDED IN

THIS AGREEMENT, CONTRACTOR DOES NOT WARRANT THAT CONTRACTOR SERVICES WILL MEET COUNTY'S REQUIREMENTS.

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

**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 cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall include County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) 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. **Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) annual aggregate. Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of one (1) year thereafter.

**SECTION J. RECORDS AND CONFIDENTIALITY:**

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

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

**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:** (A) 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 negligence or misconduct.

(B) Contractor will defend County from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims that Contractor Services infringe a valid U.S. copyright or U.S. patent issued as of the date of this Agreement. In the event of such a Claim, if Contractor determines that this Agreement is likely affected, or if the solution is determined in a final, nonappealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent, Contractor will, in its discretion: (i) replace the affected Contractor Services; (ii) modify the affected Contractor Services to render it non-infringing; or (iii) terminate this Agreement with respect to the affected solution and refund to County any prepaid fees for the then-remaining or unexpired portion of the Agreement term.

Notwithstanding the foregoing, Contractor will have no obligation to indemnify, defend, or hold County harmless from any Claim to the extent it is based upon: (i) any modification, to any solution by County (or by anyone under County's direction or control or using logins or passwords assigned to County); (ii) a modification made by Contractor in reliance on materials or information provided by County; or (iii) use (or use by anyone under County's direction or control or using logins or passwords assigned to County) of any Contractor Services other than in accordance with this Agreement. This Section sets forth County's sole and exclusive remedy, and Contractor's entire liability, for any Claim that the Contractor Services or any other materials provided by Contractor violate or infringe upon the rights of any third party.

With regard to any Claim subject to indemnification pursuant to this Section: (i) County shall promptly notify Contractor upon becoming aware of the Claim; (ii) Contractor shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (iii) County shall reasonably cooperate with Contractor regarding such Claim. Nevertheless, County may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without Contractor's prior written consent. Contractor shall not settle or compromise any Claim in any manner that imposes any obligations upon County without the prior written consent of County.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT EXCEPT CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY AGAINST INTELLECTUAL PROPERTY CLAIMS IN ACCORDANCE WITH SECTION L(B), IN NO INSTANCE SHALL



EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED \$150,000.00. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED.

**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.** Either Party may terminate this Agreement for convenience upon providing at least 180 days' written notice to the other Party. Either Party may terminate this Agreement for cause upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within 30 days after the notifying Party provides written notice of the breach. Upon such termination, Contractor shall be paid for Services actually completed 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 County Deliverables.
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:

Communications & Public Relations Administrator  
Incorporated County of Los Alamos

Contractor:

Granicus  
Attn: Contracts

1000 Central Avenue, Suite 350  
Los Alamos, New Mexico 87544

408 Saint Peter Street, Suite 600  
Saint Paul, MN 55102

**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 was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

**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. AGREEMENT DOCUMENTS.** This Agreement includes the following Exhibits. If there is any conflict between the Exhibits and Agreement, Agreement shall govern.

1. Exhibit "A" – Compensation Rate Schedule
2. Exhibit "B" – Licensed Software Functional Descriptions and Technical Specifications
3. Exhibit "C" – Licensed Software Maintenance and Support and Service Level Agreement
4. Exhibit "D" – Web Hosting and Performance
5. Exhibit "E" – Los Alamos County Technology Standards
6. Exhibit "F" – Confidential Information Disclosure Statement
7. Exhibit "G" – Project Schedule

**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**

**GRANICUS, LLC, A MINNESOTA LIMITED LIABILITY**  
**COMPANY**

**BY:** \_\_\_\_\_ **DATE**  
**KELLY OLIVER**  
**VICE PRESIDENT OF CONTRACTS**

# Exhibit "A"

## Compensation Rate Schedule

### AGR21-32

Contractor shall, throughout the term of the Agreement, provide Services at the rates specified herein. Contractor shall honor the rates provided for herein for any additional optional product or service requested by County throughout the term of the Agreement.

Table 1. Fee Summary									
All fees shown in Table 1 below are included in the not to exceed (NTE) amount of this Agreement in Section C. Compensation.									
TABLE	FEE CATEGORY	YR1	YR2	YR3	YR4	YR5	YR6	YR7	TOTAL NTE
2	Annual Fees for Base Subscription	12,000	12,000	12,000	13,000	13,000	13,000	13,000	88,000
2	Annual Fees for Additional Modules	12,250	12,250	12,250	12,500	12,500	12,500	12,500	86,750
	<b>SUBTOTAL</b>	<b>24,250</b>	<b>24,250</b>	<b>24,250</b>	<b>25,500</b>	<b>25,500</b>	<b>25,500</b>	<b>25,500</b>	<b>174,750</b>
3	Year 1 Implementation & Training Base Fees	34,500	-	-	-	-	-	-	34,500
3	Additional Implementation & Training For Year 1	32,900	-	-	-	-	-	-	34,400
	<b>SUBTOTAL</b>	<b>67,400</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>67,400</b>
4	Additional Optional Training	-	-	-	-	-	-	-	22,150
5	Additional Optional Content Migration	2,000	-	-	-	-	-	-	2,000
5	Additional Optional Storage and Bandwidth Limits	-	-	-	-	-	-	-	240
5	Additional Optional	-	-	-	-	-	-	-	15,150

	Subsite Design and Licenses								
	<b>SUBTOTAL</b>	<b>2,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>39,540</b>
	<b>TOTAL</b>	<b>93,650</b>	<b>24,250</b>	<b>24,250</b>	<b>25,500</b>	<b>25,500</b>	<b>25,500</b>	<b>25,500</b>	<b>281,690</b>

Table 2. Annual Subscription Fees		
County may, at County's sole option, throughout the Term of the Agreement, discontinue or reinstate any of these optional services, which is subject to budget availability and County Council approval. County shall provide at least 180 days written notice to Contractor to discontinue or reinstate any of these optional services. Reinstatement of annual subscription fees listed in this table will require the associated implementation and training fees listed in the subsequent tables, below.		
ANNUAL BASE SUBSCRIPTION FEES	Years 1 – 3	Years 4 - 7
Annual Base Subscription Fees. Include, but not are not limited to: <ul style="list-style-type: none"> <li>• OpenCities Software License</li> <li>• Enterprise grade Hosting, Security, 200 GB of Bandwidth and 40 GB of Storage using Microsoft Azure Gov Data Center with 99.9% Services Level Agreement (SLA); DDOS mitigation</li> <li>• Maintenance, upgrades, and new functionality through continuous releases.</li> <li>• Accessibility commitment to global standard (WCAG 2.1 AA)</li> <li>• Unlimited 24/7 telephone Help Desk access for Priority level 1 severity issues</li> <li>• Unlimited online helpdesk for all other support and issues per SLA</li> <li>• Twice annual check-up with OpenCities' customer success Team to explore site improvements focused on enhancing your usability</li> <li>• Access to Theme Builder, as described in Exhibit B.</li> <li>• Access to the OpenCities online Help Center.</li> </ul>	\$12,000	\$13,000
Community Consultation Module	\$3000	\$3250
Imperva Upgrade – Enhanced security and protection against WAF, BOT, DDOS, in addition to CDN.	\$1,800	\$1,800
Upgrade to OpenForms Enterprise Version with Workflow - 20 users/100 forms	\$4,500	\$4,500
Subsite License \$1,450 per subsite per year. 1 Subsite.	\$1,450	\$1,450
AzureAD Single Sign On	\$1,500	\$1,500
<b>Total Compensation For Annual Subscription Fees Not to Exceed</b>	<b>\$24,250</b>	<b>\$25,500</b>

Table 3. Year 1 Fees for Implementation and Training	
Fees in Table 2 include fees for all implementation and training services described in Section B. of the Agreement. No travel is included. Contractor shall provide Services virtually.	
BASE IMPLEMENTATION AND TRAINING SERVICES	ONE-TIME FEE
<b>OpenCities Services Package - Phases 1 - 5</b> Website configuration, Project management, and support on best practices during Project set up plus launch, includes set up of main site.	<b>\$15,000</b>
<b>OpenCities Information Architecture Package – Phase 1</b> A review of the County’s Website Information Architecture, which includes, but is not limited to an analysis of the County’s Website Google Analytics, user research and user testing, and other industry best-practice methodologies recommended by the Contractor.	<b>\$7,500</b>
<b>Virtual Design Values Workshop – Phase 2</b> During the design, configuration, and content migration phase, Contractor shall schedule and facilitate a four (4) - hour Design Values workshop with members of the community, and County staff to discuss values and design elements.	<b>No additional cost</b>
<b>OpenCities Enhanced Design Package – Phase 2</b> Includes three (3) homepage design options, and up to five (5) rounds of iteration, and one (1) internal page design with up to three (3) rounds of iteration.	<b>\$10,000</b>
<b>Virtual Content Migration Discover and Strategy Session – Phase 2</b> During the design, configuration, and content migration phase, Contractor shall schedule and facilitate a Virtual Content Migration Discover and Strategy Session with County’s Project Team in preparation for content migration. Length of session to be determined by Project Team.	<b>No additional cost</b>
<b>OpenCities Training Package – Phase 3</b> Three trainings as described in Table 3: Content Publisher Training, Site Administrator Training, and Open Forms Training. Each training may have up to 20 staff each.	<b>\$2,000</b>
<b>SUBTOTAL</b>	<b>\$34,500</b>
ADDITIONAL IMPLEMENTATION AND TRAINING SERVICES	ONE-TIME FEE
<b>Survey of Users – Phase 1</b> Develop a survey and outreach approach for County to collect approximately one hundred (100) responses from the community to identify their goals and needs during the design process.	<b>No additional cost</b>
<b>Executive Briefing – Phase 1</b> Engage County Leadership and Administration to create deeper buy-in around digital transformation, conducting a Visitor-centered and data-driven website Project, and discuss Project roadblocks.	<b>\$1,000</b>

<b>Subsite Design Service for One (1) Subsite – Phase 2</b> Unique subsite design (two designs, up to three rounds of iteration) for “Visit Los Alamos” subsite for the Community Development Department.	<b>\$5,000</b>
<b>OpenCities-led Content Migration – Phase 2</b> 800 pages migrated plus up to 2000 documents/images migrated, following proposed AIM process. County may request migration of additional content as described in Table 4.	<b>\$8,000</b>
<b>Digital Services Academy – Phase 3</b> As described in Table 3.	<b>\$12,500</b>
<b>Writing for the Web Workshop – Phase 3</b> As described in Table 3.	<b>\$900</b>
<b>TransFORMATION Academy – Phase 3</b> As described in Table 3.	<b>\$5,500</b>
<b>SUBTOTAL</b>	<b>\$32,900</b>
<b>Total Compensation for Year 1 Implementation and Training</b>	<b>\$67,400</b>

Table 4. Additional Training Options for Years 2 – 7 Training Descriptions and Fees Per Session				
*The maximum number of County attendees may be increased for any training at no additional cost upon mutual written agreement of both parties. All virtual training sessions shall be recorded by Contractor and shall be available to the County for future viewing throughout the term of the Agreement.				
TRAINING	FORMAT	*MAXIMUM # OF ATTENDEES	LENGTH OF TRAINING	TOTAL COST PER SESSION
In Years two (2) through seven (7) of the agreement, Contractor shall provide additional optional trainings upon County’s written request, at the rates shown here in Table 4. Contractor shall provide a maximum of one of any of these three trainings per calendar year.				
<b>Content Publisher Training</b>	<b>Virtual</b>	<b>20</b>	<b>Session 1 – 3 hours Session 2 – 2 hours</b>	<b>\$1250</b>
Description	<ul style="list-style-type: none"> <li><b>Session 1</b> - Content Publishers will be introduced to the new platform and will learn the basics of uploading files, creating basic content, and adding a variety of micro-interactions. They will be invited to create a general page to get experience with creating content through a specific Content Type.</li> <li><b>Session 2</b> - The publishers will begin to learn advanced methods on how to create content through the use of specialized content types, focusing on OpenCities Service and OpenCities Event Content Types.</li> </ul>			
<b>Site Administrator Training</b>	<b>Virtual</b>	<b>20</b>	<b>Session 1 – 2 hours Session 2 – 2 hours</b>	<b>\$1000</b>

Description	<ul style="list-style-type: none"><li>• <b>Session 1</b> – The Project Team and Site Administrators are introduced to the OpenCities platform and are taken through a high-level view of what can be configured in the OpenCities Platform.</li><li>• <b>Session 2</b> - The Admin Team is taken in-depth and focus on configuring specific features before content is added. This training is shaped around the features County will be using in the system.</li></ul>			
Open Forms	Virtual	20	Administrators – 1 hour General Users – 2 hours WorkFlow – 1 hour	\$250  \$500  \$250
Description	<ul style="list-style-type: none"><li>• <b>Administrators</b> - Administrators will be shown the platform and will be instructed on how to configure the default settings for their forms.</li><li>• <b>General User Training</b> - Form Authors will be shown how to create forms and are invited to create forms with the trainer.</li><li>• <b>WorkFlow</b> - Administrators will learn how to lay out a workflow both as a concept and as a process with OpenForms.</li></ul>			
In Years two (2) through seven (7) of the Agreement, Contractor shall provide additional optional sessions for these three trainings upon County written request, at the rates shown here. There shall be no limit on the maximum number of training sessions for these three trainings.				
Digital Services Academy	Virtual	25	3 4-hour daily sessions held over 3 consecutive days	\$12,500
Description	Course utilizes key user-centered design principles, learning skills and techniques for journey mapping, digitizing, testing, and improving web content, as well as creating OpenForms and Services pages. The OpenCities Digital Services Academy lays the foundation for better government websites and effective digital transformation outcomes. Participants create or gain an understanding of: <ul style="list-style-type: none"><li>• A customer journey map and the journey mapping process;</li><li>• An OpenCities services page for completing the given service;</li><li>• An OpenForms (digital form) for the online service; and</li><li>• Feedback from user testing.</li></ul>			
Writing for the Web Workshop	Virtual	25	2-3 hours	\$900
Description	As a less comprehensive alternative to the Digital Services Academy, this workshop will ensure staff is well equipped to create new content that is professionally written, organized, and efficient for residents. This two-hour workshop will help teach staff how to make content interesting, understandable, and free of jargon, while staying inside the city guidelines.			
TransFORMATION Academy	Virtual	25	2 4-hour daily sessions held over 2 consecutive days	\$5,500



Description	A more advanced training than the basic Open Forms training, the TransFORMATION Academy is for subject matter experts and content authors to learn how to fully leverage the OpenForms tool. Participants will <ul style="list-style-type: none"><li>• Receive training on using a user-centered design approach;</li><li>• Journey-map a current service or process from a Visitor's perspective;</li><li>• Build a form for that service; and</li><li>• Learn and practice user testing.</li></ul> Participants will need to select a current service to bring to the Academy for analysis and improvement and complete a form provided by OpenCities prior to the workshop to prepare.			
Access to OpenCities' Help Center: Included in Annual Subscription Fee, County shall have access to the OpenCities HelpCenter throughout the Term of the Agreement at no additional charge.				
Help Center	On-Demand	Unlimited	Varies	No Additional Charge
Description	OpenCities' Help Center provides all Users with comprehensive documentation on all aspects of the system and is constantly updated to ensure efficacy and relevance. This includes access to recorded video training sessions and ongoing refresher training in the form of webinars.			
Upon County's request additional training in excess of that already specified in Tables 2 and 3, and as identified in this Table 4, the total not to exceed amount is:				\$22,150

Table 5. Additional Optional Products and Services	
<p>Additional optional products and services in this Table 5 may be requested in writing at County's sole option on an ad-hoc basis throughout the term of the Agreement, or as otherwise specified herein.</p>	
PRODUCT OR SERVICE	FEE
<p><b>Additional Content Migration During Implementation (Year 1 Only)</b>  County may request during implementation that Contractor migrate additional content in excess of that already specified in Table 2. Fees for additional content migration shall be charged as follows: \$5 per webpage, \$2 per image or document.</p>	<p><b>\$5 per webpage</b>   <b>\$2 per image or document</b>   <b><u>NTE \$2000</u></b></p>
<p><b>Storage and Bandwidth Limits</b>  County may request an upgrade to storage or bandwidth throughout the term of the agreement in excess of the 200 GB of Bandwidth and 40 GB of storage already specified in Table 1.</p> <ul style="list-style-type: none"> <li>• Bandwidth \$.20 per additional GB</li> <li>• Storage \$1.00 per additional GB</li> </ul>	<p><b>Bandwidth \$.20 per additional GB</b>   <b>Storage \$1.00 per additional GB</b>   <b><u>NTE \$240</u></b></p>

<p><b>Subsite Design and Licenses</b></p> <p>County may request the design of additional subsites, in excess of those already specified in Tables 1 and 2. Fees for additional designs and annual license fees shall be charged as follows:</p> <ul style="list-style-type: none"> <li>• Subsite License \$1,450 per subsite per year.</li> <li>• Standard Subsite Design – With same theme as main County Website with different colors and styles: \$3000 per site.</li> <li>• Unique Subsite Design – Two designs, up to three rounds of iterations: \$5000.</li> </ul>	<p><b>License \$1,450 per subsite per year</b></p> <p><b>Standard Design \$3000</b></p> <p><b>Unique Design \$5000</b></p> <p><b><u>NTE \$15,150</u></b></p>
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**Exhibit “B”**  
**AGR21-32**  
**Licensed Software Functional Descriptions and Technical Specifications**

Contractor guarantees that the Licensed Software shall substantially conform to the functional descriptions and technical specifications set forth in Exhibit “B,” or their functional equivalent, for the Term of this Agreement.

**1. General Specifications & Functionality Requirements**

- 1.1. A CMS that is simple, straightforward, and allows County staff to easily update content through a web interface with administrative controls that will allow for multi-user authoring, reviewing, and publishing.
- 1.2. Allows County System Administrators the ability to easily modify elements of the Website design layout after the initial launch.
  - 1.2.1. **Theme Builder** that allows County staff with appropriate skills and permissions to access the visual look and feel of the website, to change colors styles, borders, etc., including adding the County’s own CSS to the design after Launch.
- 1.3. Provides a method for keeping and maintaining usernames/passwords using strong encryption algorithms in a secure manner. All OpenCities data within Microsoft Azure storage services shall be set for encryption in transit and unique storage keys shall be employed for encryption of all data storage at rest.
- 1.4. Ability to assign role-based permissions and granular access control (per page, Website, group of Websites etc.).
- 1.5. Allows users to keep each department’s/service content separate from others to maintain Accessibility and avoid rework if any portion becomes inaccessible for any reason.
  - 1.5.1. Ability to publish departmental landing pages showcasing department specific information, news, events, services, calendars.
  - 1.5.2. Allows department to be branded with department-specific logos, sub-navigation, and color schemes.
  - 1.5.3. Includes a structured content section to consistently display contact information for each departmental page.
- 1.6. Ability to incorporate County branding and/or integrate third-party web applications. Third-party integration provided by Contractor shall include, but not be limited to:
  - 1.6.1. Integration with Accella for the Premium Citizen Experience powered by OpenCities.
  - 1.6.2. Integration for online payment using the payment processors inherent to the OpenForms tool.
  - 1.6.3. Integration of links to Eventbrite in the events module within the CMS, allowing for more seamless event management.
- 1.7. Look, feel, and navigation are intuitive and consistent.

- 1.8. Integration of social media feeds including, but not limited to, Twitter, Facebook, Pinterest, YouTube, and Instagram.
  - 1.8.1. Ability to push content published in the CMS to the County's social media platforms or pull content from the County's Facebook and Twitter sites to publish it in-line with Website content.
  - 1.8.2. Full control of social media integration settings including channels to pull from, how many items, how they are visually laid out, and visual styling to match the website.
- 1.9. Robust digital communications via an email subscription system that will allow users to sign up for updates from the Website that seamlessly integrates within the CMS & social media; the ability for an advanced selective email subscription system; and the ability to subscribe to and send multiple newsletters created within the CMS.
  - 1.9.1. **Search Subscriptions** – Visitors can choose a topic or keyword search to subscribe to and will receive a daily digest of new content on the site that meets their subscription criteria.
  - 1.9.2. **Page Subscriptions** – Visitors can subscribe to individual pages and be notified by email anytime that page has been updated.
  - 1.9.3. **MailChimp Forms** – For the purpose of producing curated eNewsletters, OpenCities utilizes MailChimp Forms. Embedding subscription forms for these eNewsletters is enabled through embed codes added to the desired site section.
- 1.10. Ability to support multiple calendars in one Website as well as a master calendar, with the ability to filter events-based calendars by sub-topics, and view by list, week, or month.
- 1.11. Ability for County staff to audit all content changes made to the Website by County staff, including the ability to run comprehensive reports on users, actions they have taken for the components they've used, and dates.
- 1.12. Ability to add "sub-sites" of similar look and feel to the County's main Website losalamosnm.us and/or of completely different look and feel at the County's discretion.
- 1.13. Ability to have a "links" page with a redirection disclaimer prior to exiting the Website, which can be configured with the use of a JavaScript plugin
- 1.14. Ability to host audio and video files for streaming and/or download and manageable photo and video Gallery via web interface.
  - 1.14.1. Zip and bulk import, categorize and manage County's digital assets in one location.
  - 1.14.2. Store documents, images, and videos, each with full lifecycle management, version history, and usage reports.
  - 1.14.3. Apply granular permissions to control which audio and video files are available for specific sites.
  - 1.14.4. Using a File Library, publishers can bulk upload, manage, and touch up images in a central library that can be assigned to a specific site or used across multiple sites.
  - 1.14.5. Images are lifecycle and version managed.
  - 1.14.6. Built-in image cropping, resizing, and basic touch ups.

- 1.14.7. Image auto-optimization for different devices and destinations, with a smart-crop that gives publishers the ability to crop images to a consistent size, while also cropping to focus on the area of interest in the image.
- 1.15. Ability to display or hide an emergency or highlight alert banner on main page.
  - 1.15.1. Using the announcements banner, County can broadcast emergency announcements that appear prominently across the top of the entire website, or within selected sections of the site.
  - 1.15.2. Ability to define color coded severity levels, with the ability to be dismissible or locked and anchored in case of severe emergencies.
  - 1.15.3. When added to a page, the announcement can prompt a notification to emailed subscribers.
- 1.16. Multiple language support via a translate option that allows the County to curate multilingual versions of content deemed too important to be auto translated, with a fallback to Google Translate for all other, non-critical content.
- 1.17. Must allow for custom applications developed by County staff to interface with County enterprise systems.
- 1.18. Must accommodate TYLER MUNIS and OpenGov products within iFrames for seamless integration.
- 1.19. Capability to archive, prioritize, sort and retrieve the most recent information about a topic or Project.
  - 1.19.1. Publishers can schedule a future content expiry date and time, ensuring older content is removed from the site to minimize content clutter, while making the content available in the back end within the archived content section.
- 1.20. Must include a mobile application to be available across device platforms.
- 1.21. Content that uses address fields can be automatically pinned to a Google Map without any extra steps by publishers.
- 1.22. The site shall have the ability for end users to subscribe to RSS feeds where appropriate.
- 1.23. Community Engagement –**
  - 1.23.1. **Consultations Module** - Provides engagement options to enable the County to control how it engages with the community.
  - 1.23.2. Provides an online account registration method Visitors can use to create individual Visitor accounts to utilize citizen engagement tools and other Website features.
  - 1.23.3. Provides closed polls and structured surveys through to open discussions and conversation spaces.
  - 1.23.4. Matches engagement opportunities to their relevant website visitors based on their needs and interests.

1.23.5. Ability to promote consultations and projects through searches, maps, calendars and homepage.

1.23.6. Push or pull content from social media to drive multi-channel engagement across consultations.

#### **1.24. Bid Procurement**

1.24.1. Provides a structured content type and automated listing directory for bids and tenders that allows County to post bids and related information and receive submissions through the OpenForms tool.

1.24.2. Allows vendors to download bids, subscribe to email updates on opportunities.

1.24.3. Allows County staff to track proposal submissions and progress.

#### **1.25. Search Capability**

1.25.1. All content on the site, inclusive of PDF documents, web pages, etc. shall be indexed and available for search through a site provided search tool to appear on all pages.

1.25.2. The site shall be optimized for all search engines and provide the needed metadata and structure for SEO.

1.25.3. Site search results shall provide the ability for filter and sort.

1.25.4. An updated site map shall be automatically pushed daily to popular search engines.

### **2. Content Insights and Recommendations**

2.1. **Customer Service Insights.** Provides analytic tools to showing a live view of the following County Website activity: what is trending now, which services visitors are using, and which searches are trending.

2.2. **Homepage Recommendations.** Provides analytic tools to make recommendations on which services or content to remove or add or which services should be prioritized on the homepage and hen.

2.3. **Content Recommendations.** Provides analytic tools that, based on user feedback coupled with page traffic, highlight and prioritize content that requires attention.

2.4. **Tasking Dashboard.** Informs publishers when content is approaching review or about to expire, page performance, feedback, and workflow status.

### **3. OpenForms Enterprise.** Contractor shall provide the ability to create, organize, manage and publish various online forms/document libraries. Access shall be granted to a minimum of 20 Users with a minimum of 100 online forms.

3.1. Ability to convert multi-page forms and processes into online forms that flow based on customer responses.

3.2. Utilizes a drag and drop interface.

3.3. Forms are WCAG 2.1/ADA Accessibility compliant.

- 3.4. Forms are publishable in multiple languages, including the ability to control micro copy buttons and prompts.
- 3.5. Forms function seamlessly on mobile devices, supporting touch gestures, GPS and mobile camera.
- 3.6. Allows customers to save their progress and complete a form later, even on different devices.
- 3.7. Allows County to build online survey forms with the ability to set up multi-section surveys with smart logic that show or hide questions and sections depending on a respondent's answers and allows survey responses to be emailed or collected and downloaded as an MS Excel file.
- 3.8. Allows for attachments, including images and documents.

### **3.9. Digitize Payments Processes.**

- 3.9.1. Delivers online payments with integration into payment providers.
- 3.9.2. Dynamically calculates prices based on information residents enter into the form.
- 3.9.3. Processes payments securely with support for popular local government payment gateways.
- 3.9.4. Generates a unique receipt number to reconcile payments with financial systems and allows customers to track their requests.
- 3.9.5. Ensures customer details and payment details are protected with highest levels of SSL encryption and security.

### **3.10. Integration with Internal Systems**

- 3.10.1. Ability to connect OpenForms with other internal County systems to auto-fill data for faster form completion.
- 3.10.2. Submission of APIs. Submit data directly into internal County systems when a customer submits a completed form using OpenForms API.
- 3.10.3. Mid-Form Web Hooks. Validate or retrieve information while users are completing a form.
- 3.10.4. Inherit Data – Pre-fill embedded forms using data from the pages they are in.
- 3.10.5. Google Integrations – Auto complete address fields as the user is typing or select an address via google maps.

### **3.11. Enterprise Ready**

- 3.11.1. Users and Permissions. Control which users can view, create, or manage County's forms and submissions.
- 3.11.2. Form Versioning and Archiving. Draft changes to forms, schedule future publish dates, revert to older versions.
- 3.11.3. Form Testing. Securely share and test forms, transactions and web services before publishing.

- 3.11.4. Reusable Lists. Create ready-made lists of answers to auto-complete text fields as a user types, or to auto- generate radio-button, checkbox & drop-downs.
- 3.11.5. Reusable Field Sets. Reusable field sets for common sets of questions.
- 3.11.6. Form Scheduling. Set a future date and time to publish draft forms and choose when forms should be removed, archived and retained for record keeping purposes.
- 3.11.7. Workspaces. Organize forms into categories that reflect how County functions, keeping information form authors need in the one place.
- 3.11.8. Printable Forms. Build and manage forms in one place, and generate print-ready PDF versions with County's branded header and footer.

### **3.12. Submission Workflow**

- 3.12.1. Allows County to configure steps and business rules for processes and responses to a customer request, application or inquiry and sends requests through a workflow to departments and staff to review and take action.
- 3.12.2. **Workflow Builder.** A drag and drop interface allows staff to map out all the steps and decision points for just about any workflow.
- 3.12.3. **Notify and Take Action.** Automatically notifies and reminds reviewers that need to progress a response to the next stage.
- 3.12.4. **Review Center.** Allows reviewers to find requests needing attention, with search, filtering, and actions.
- 3.12.5. **Close Communication Loop.** Automatically notify customers at key stages of the workflow process to keep them informed.

## **4. ADA Considerations**

- 4.1. Website shall comply with current ADA legislative requirements both at the State, New Mexico, and Federal levels.
- 4.2. Contractor shall ensure that every function in Contractor's platform is independently tested and validated to comply with the highest level of WCAG 2.1 AA / Section 508 ADA Accessibility standards.

## **5. Automatic Backups**

- 5.1. The Website shall have automated backups and appropriate redundancies with a minimum of two (2) servers in dispersed geographic locations within the US.
- 5.2. Contractor shall provide full redundancy and twice daily backups, supported by a 99.9% SLA guarantee.

## **6. API Enabled**

- 6.1. Contractor shall offer an open and flexible interface that can integrate with other systems and sources, with out-of-the-box connectors for local government systems and documented APIs for custom integrations when needed.



- 6.2. **DMS Connector.** DMS connector that allows County to synchronize files from document management systems including, but not limited to, TechnologyOne ECM, TRIM CM, Objective DMS with OpenCities, creating a Single Source of Truth.
- 6.3. **Payment gateway connector.** Support for many of the most common payment gateways used by local governments, so that County can setup online payment forms that can be reconciled with the County's financial systems.
- 6.4. **Active Directory Connector.** Authenticate OpenCities admin users and control their permissions based on County's Azure based AD. For those staff not registered in the Active Directories, OpenCities' Intranet allows County to set them up directly within its system to access the Intranet.
- 6.5. **CRM APIs.** Share between OpenForms and County's CRM system, push data into County CRM without requiring customer service teams to manually rekey requests, and pull data from County CRM to pre-fill fields and simplify form completion for customers.
- 6.6. **Maps APIs.** Using OpenCities' Maps API, County can draw in trash pick-up schedules from its GIS system; use plot content from County GIS system onto OpenCities Maps; and showcase road works, projects and closures as pins or lines.
- 6.7. **Content APIs.** Publish pages and lists dynamically based on information sets in County's internal systems and showcase development applications.

**Exhibit “C”  
AGR21-32**

**Licensed Software Maintenance and Support and Service Level Agreement**

Granicus will provide complete help desk support for administrators and customers of the Granicus Solutions. Regular support will be available during regular business hours, Monday-Friday; via email or toll-free telephone.

**CUSTOMER SUPPORT CONTACT**

Hours: 8:00 am – 10:00 pm ET (9:30 am – 5:00 pm  
Europe) Emergency Support is available 24/7

Please submit support requests via:

- Portal: [support.granicus.com](http://support.granicus.com)
- Email: [support@granicus.com](mailto:support@granicus.com)
- Phone: 1-800-314-0147 USA, 0800 032 7764 Europe

Please submit govDelivery Communications Cloud subscriber support only requests to:

- Portal: [subscriberhelp.granicus.com](http://subscriberhelp.granicus.com)
- Email: [subscriberhelp@granicus.com](mailto:subscriberhelp@granicus.com)
- Phone: 1-800-439-1420 USA, 0808 234 7450 Europe

**COMMUNICATION SERVICE LEVEL AGREEMENT**

Granicus response to support and service requests will be based on four (4) Severity Levels:

Severity Level	Description	Examples	Initial Customer Response Time
Level 1	<b>Emergency.</b> Incident represents a total outage; the product is unavailable or not accessible for use	<ul style="list-style-type: none"><li>• govDelivery’s admin.govdelivery.com is down</li><li>• or all sending is significantly delayed</li><li>• govMeetings web server is running but the application is non-functional or SQL-server errors that are not related to hardware</li><li>• govAccess website is unreachable by public users</li></ul>	Within one (1) hour of notification by the customer of occurrence
Level 2	<b>Severely Impaired.</b> Incident occurs when a major feature of the product is not working and there is no workaround available, or the workaround is not acceptable and impacts the primary usability of the product	<ul style="list-style-type: none"><li>• govDelivery PageWatch sending is delayed by more than 20-30 minutes, or sudden and significant deliverability issues or intermittent errors or low performance issues for some or many customers</li></ul>	Within four (4) hours of notification by the customer of occurrence

		<ul style="list-style-type: none"> <li>• Site operational but govMeetings modular functionality is non-operational</li> <li>• govAccess error, where there is no means of circumvention, that renders an essential component of the content management tool non-functioning that did not occur at the time of the website launch and usually requires</li> <li>• debugging of programming code</li> </ul>	
<b>Level 3</b>	<b>Impaired.</b> Incident occurs when a primary feature of the product is not working as expected and an acceptable workaround is available – does not impact the basic usability of the product	<ul style="list-style-type: none"> <li>• govDelivery system not connecting to social media, single customer app/feature help, or database requests</li> <li>• govMeetings system files won't upload, or text not rendering</li> <li>• govAccess website works but there are problems with presentation</li> </ul>	Within one (1) business day of notification by the customer of occurrence
<b>Level 4</b>	<b>Low Impact.</b> Incident that has a limited business impact and requests can be scheduled.	<ul style="list-style-type: none"> <li>• Programmatic change to back-end or front-end to improve efficiency</li> <li>• Distribution of all patches and upgrades</li> </ul>	Within three (3) business days of notification of customer of occurrence

Resolution time will be based on the service or support request and regular follow-ups will be communicated with the customer on final resolution. Granicus shall use commercially reasonable efforts to resolve errors affecting non-essential components of Granicus Solutions, or errors that can be reasonably circumvented but errors that require debugging of programming code may need to be corrected during the next regular update cycle.

#### **AVAILABILITY**

Availability is defined as the ability of users to access the Granicus Solutions services via the internet. Granicus represents an up-time guarantee of 99.9% per calendar quarter for its hosted services. Notifications for Granicus Solutions of any system-wide outages will occur within one hour from the time the issues are first recognized by Granicus.

**Downtime** is defined as any time that the Granicus Solutions services are unavailable.

A **Site Outage** is defined as continuous Downtime, as determined through URL monitoring (HTTP). Downtime reporting is limited to a Site Outage. Site Outage monitoring is conducted by Granicus utilizing industry-standard monitoring tools. Reports of Site Outages will be provided on an as-requested basis up to once per calendar quarter.

A Site Outage does not include Downtime that falls into one or several of the exclusions below:

- Scheduled or routine maintenance
- Caused by force majeure (which shall include any circumstances beyond Granicus's reasonable control, including but not limited to, acts of God, labor strikes and other labor disturbances, power surges or failures)
- The first four (4) Site Outages in any given quarter that are corrected within fifteen (15) minutes of their start
- The first five (5) minutes of any Site Outage is a grace period and will not be considered Downtime under any circumstances
  - Example: a Site Outage of fourteen (14) minutes in duration that is one of the first four (4) such outages in a given quarter would not result in any Downtime, while a Site Outage of sixteen (16) minutes would result in eleven (11) minutes of Downtime. After four (4) Site Outages of between five (5) and fifteen (15) minutes in a quarter, all Site Outage time over five (5) minutes for any one instance will count as Downtime.
- For **govAccess**, Granicus is not responsible for errors associated with denial of service attacks, distributed denial of service attacks, or customer DNS

Any credit provided under this service level agreement will be referred to as an **Outage Credit**. The Outage Credit shall be applied to the next invoice for annual subscription fees following the term the Site Outage occurred in and shall be provided upon the customer's request.

Outage Credit is limited to a Site Outage. In no event shall any credit for a particular calendar quarter exceed the seven (7) days of Outage Credit. Granicus shall have the ability to determine at its reasonable discretion whether Downtime has occurred.

Per calendar quarter, Granicus will provide Outage Credit as follows:

Site Outage per Quarter (Unless Otherwise Specified Below)	Amount of Outage Credit (Unless Otherwise Specified Below)
99.9%	No Outage Credit
99.8%	1 day credit
99%	3 days credit
98% or less	7 days credit

### **SCHEDULED MAINTENANCE**

**govDelivery.** Scheduled maintenance typically occurs every thirty (30) days with average Downtime required being less than thirty (30) minutes. Planned or routine maintenance is limited to two (2) hours per week. Total scheduled Downtime for the year will not typically exceed twenty (20) hours.

**govMeetings.** Scheduled maintenance will take place between 11:00 pm – 4:00 am ET on Fridays. Granicus, will provide the customer with at least two (2) days' notice for any scheduled maintenance. All system maintenance will be performed during these times, except for emergency maintenance. In the case that emergency maintenance is required, the customer will be provided as much advance

notice as possible. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance.

**govAccess.** Scheduled maintenance will take place between 1:00 am – 4:00 am ET every Monday.

**govService.** Planned or routine maintenance is limited to two (2) hours and typically occurs every two (2) weeks.

**All Solutions.** Notifications will be posted on [status.granicusops.com](https://status.granicusops.com). Email notifications for these products can be subscribed to from that page.

**Exhibit “D”**  
**AGR21-32**  
**Web Hosting and Performance**

OpenCities has partnered with Microsoft to ensure to provide reliable secure service using Microsoft Azure. Hosted in the Microsoft Azure Government Cloud in the United States, OpenCities ensures maximum uptime by taking advantage of Microsoft Azure's geo-redundancy, built-in backup capabilities, and advanced security posture.

**Locally Hosted, Data Sovereignty Compliant**

With all Microsoft Azure primary and secondary facilities located onshore in the United States, OpenCities shall be fully compliant with government data sovereignty laws. The Data Center is a Tier 4 security, fully redundant, managed network infrastructure with onsite power backup and generators, multiple telecom and network providers, and 24x7 monitoring.

**Security / SSL Encryption**

OpenCities encrypts all forms with SSL to ensure security.

**DDoS Mitigation and Disaster Recovery**

The cloud web application firewall OpenCities utilize also contains DDoS protection built in and can mitigate any DDoS in real time. All sites are backed by OpenCities Disaster Recovery policy with a minimal RPO and RTO, on-line status monitoring, event notification and twice-daily backups.

**Exhibit “E”**  
**AGR21-32**  
**Los Alamos County Technology Standards**  
**Requirements On-Premise, Hybrid or Cloud/Hosted Solutions**

The following Los Alamos County Technology Standards are required and shall be supported by the vendor, contractor, reseller hence forth called Operator, for any County solicitation requiring technology or integration to the County network and incorporated into any resultant agreement. Standards are listed with the expectation that the Operator will provide software updates to allow Los Alamos County to stay on supported versions of hardware, underlying software and protocols as outlined below.

Respondents will be responsible for providing documentation that they meet the requirement in respect to the solution that they are responding with. On premise respondents do not need to comply with hosted requirements. Hosted solution respondents do not need to comply with on-premise requirements. If the solution is a hybrid of both categories of solution, then all requirements apply as applicable to the response.

Server Operating system (OS) (On- Premise)	Microsoft (MS) Windows Server 2019, 64 bit or current (Standard and Datacenter). Contractor software must be maintained to run on a supported platform service level as defined by Microsoft at the latest stable patch level.
Server Hardware (On-Premise)	<p><b>Preferred:</b> Use of County VMware server platform. Environment design must be submitted and reviewed by Information Technology Division (ITD) for acceptance. Proposals shall include required hardware and licensing of VMware, operating system, and proposed application-based requirements. Application with a proven Virtual installation template is preferred.</p> <p>Physical Server minimum hardware specifications consist of: Multi Socket/Multi Core processor Intel or AMD based server (standalone or blade server as determined by Los Alamos County ITD) with a minimum 64 GB RAM and RAID capability. Contractor software must be maintained to run on a supported platform service levels as defined by Microsoft at the latest stable patch level.</p>
Network Infrastructure	See LAC Standards and Specifications for Building and Campus Distribution Systems Version 3 (Primarily used for building construction purposes).
Network	Supported network protocol is TCP/IP (IPv4). Standards based NIC rated at 100/1000/10G copper or fiber is supported. If considering a 10G connection County IT network group shall be consulted to ensure equipment compatibility and availability at proposed site. Additional hardware cost, may be required of the Project, based on Project requirements, equipment and availability. The County uses Cisco technology as its default network equipment standard. Solutions shall be compatible with Cisco Network Technology.
Remote Network Access	Direct remote access to the County network and server environment shall be done using the County's Cisco AnyConnect SSH VPN. Once a VPN connection is established end-point connections are supported via Microsoft RDP. Operator support accounts shall be set up in accordance with the adopted Los Alamos County IT Usage and Security Policy.
LAC Staff Accounts	Software <b>shall function for end users with standard user privileges</b> ; user cannot install software and shall not have administrative rights.
Desk Hardware	<p><b>Preferred:</b> Use of virtual desktop infrastructure (VDI) dual screen capable. County uses VMWare AppVolumes for Application Deployment and Packaging</p>

	Physical unit minimum hardware requirements consist of: Intel core i5 based processor, minimum 4 GB RAM, Intel integrated graphics 1280 capable video minimum, display port DVI input, 4 USB 2/3 ports.
Desktop OS	Microsoft Windows 10 at current Service Pack (SP), Operator software must be maintained to run on a supported OS platform service level as defined by Microsoft at the latest stable patch level.
Internet Browser	Internal County Network: Google Chrome and Edge, at its latest version, are the installed browsers on county devices. New web Applications must be based on HTML5. Applications requiring Microsoft Silverlight, Java and Flash are not supported. ITD shall be consulted for compatibility issues prior to considering new application purchases requiring Java.
Database Software Products (On-Premise)	<p>Supported database software is Microsoft (MS) SQL server version 2016 through current. New MS SQL Server product installations will require review, purchasing of licenses, appropriate hardware, and maintenance in support of proposed Project or instance install to the County MS SQL Server Environment. MS SQL server software for new implementations shall be at within the Microsoft certified support release level or current. Server components for proposed Projects require review and purchasing as part of the Project initiative. Operator software must be maintained to run on a supported platform service level as defined by Microsoft.</p> <ul style="list-style-type: none"> <li>• Passwords are not permitted to be transported in clear\plain text.</li> <li>• Vendor implementation shall not use the SA password for user level functions. SA passwords shall be maintained by the County DBA.</li> <li>• Only database instances can be installed on the County MS-SQL Environment. If a vendor software component install is necessary on the database server, a standalone installation will be required.</li> <li>• Vendor software must use standard Access &amp; Connection architecture for accessing databases on the County MS-SQL Environment.</li> <li>• Applications based on Microsoft Access are not supported. Applications based on SQLEXPRESS version should be reviewed and the limitation understood by the customers and the vendor.</li> </ul> <p>Hosted solutions shall be compliant with or provide a method to provide the County with database exports in the MS-SQL Server format.</p>
Internet: Collaboration and Web Publishing	Use of Internet apps or links shall be considered in collaboration with the Los Alamos Information Management Division Applications group for review to ensure that compatibility and Internet publishing protocols have been satisfied prior to formation of any agreement or installation.
Intranet: Collaboration and Web Publishing	Microsoft SharePoint Online is the basis for the County's Intranet. Any products that will integrate or utilize the County's Intranet site shall require a compatibility consultation with ITD before purchase and implementation. Operator software shall be maintained to run on supported platform service levels as defined by Microsoft and/or the Intranet site vendor. Proposed Intranet software products shall be accompanied by roadmap for compatibility with MS SP Online.
Productivity Software	Los Alamos County uses Microsoft M365 Office Suite at its most recent version and service pack. Operator software using the Office suite must be maintained to run on supported platform service levels as defined by Microsoft.



Email	Microsoft M365 with hub transport for relay. If SMTP relay access from on premise vendor specific software is necessary, permission to use the County Email exchange shall be obtained prior to contracting or purchase of the software or solution. If SMTP relay access from hosted vendor specific software is necessary, preference is for SMTP relay to be hosted by vendor. The vendor specific solution must be supported and maintained to relay off County email domain and directed to hand off the email message to another mail server that can get the message closer to its intended recipient in accordance with service levels as defined by Microsoft for the M365 product.
Geographic Information Standards (GIS)	The County uses strictly ArcGIS products by Esri for GIS. Desktop software for end users includes ArcGIS Desktop and ArcGIS Pro. GIS web services are provided as REST endpoints from ArcGIS Server using Internet Information Services (IIS). Our enterprise geodatabase is managed using ArcSDE with Microsoft SQL Server. Supported versions are one or two iterations behind the latest ESRI-supported release. The preferred method for applications to interact with GIS is via REST services. Web applications must be hosted in either ArcGIS Online or ArcGIS Portal.
Mobile Devices	Shall conform to Los Alamos County Mobile Policy #1240. Mobile devices requiring Intranet access must be secured through the County Mobile Device Management System.
Security	<p>Intranet devices must be capable with multi-factor authentication using the Los Alamos County Access Control System. Any requirements for access to ports from the Internet into the County Network shall be approved via a technical review by the ITD before product(s) purchase and implementation. Cisco AMP Antivirus and Antispyware Enterprise software are used on all intranet computing devices; vendor solutions shall work in conjunction with stated antivirus products.</p> <p>Devices requiring wireless access must a) be domain integrated or b) have the ability to accept captive portal agreement (a web page that the user of a public-access network is obliged to view and interact with before access is granted).</p>
Records	Shall conform to Los Alamos County Records and Information Governance Policy #0310
E-Signature	Shall conform to Los Alamos County E-signature Policy #1220.
Hosted\Cloud Based Services	<ul style="list-style-type: none"> <li>Los Alamos County is interested in taking advantage of Anything as a Service (XaaS) opportunity available through Cloud Service Providers (CSP), preferably in Government Cloud. CSP data centers shall be located within the United States.</li> </ul> <p><b>Responses for Cloud based solutions shall provide information on the following areas of concern:</b></p> <ul style="list-style-type: none"> <li>CSP shall describe the classification of the proposed Cloud solution. Is the solution SaaS, PaaS, IaaS or a combination of the classification types? Is the solution hosted, owned and operated, by CSP or is the solution a partnership of several CSPs including infrastructure partners? If so, where is the hosting facility(s) physically located?</li> <li>CSP processes involving: <ul style="list-style-type: none"> <li><b>Physical infrastructure:</b> including locations, internet connectivity and disaster recovery methodologies.</li> <li><b>Hybrid Connectivity:</b> Solutions requiring cloud system interface with the county network or peripherals located within the County network, need to be identified and tested at the County for network compatibility prior to solution engagement or formalization of service agreements.</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ <b>Data:</b> Ownership of County data held in the CSP solution shall remain with the County of Los Alamos. County will have on-demand access to the data for export/download or have the data delivered by request by the CSP with a maximum 48-hour compliance window. Exports shall be in MS-SQL format. CSP shall provide assurance on data ownership. CSP shall describe any other potential use of County data housed within the cloud infrastructure, application or service. CSP shall provide methods for protecting the integrity and security of data (ex. Use of data encryption over internet connections). CSP will describe how the solution meets statutory requirements for data (ex. PII, HIPAA, CJIS, Gramm-Leach-Bliley Act, FIPS 199...). Provide all relevant information including legal boundaries not set forth in contractual agreements if any. Methodology or process for meeting County Records Retention policies. Mitigation strategy for security breaches involving County data.</li> <li>○ <b>Customer/User Security:</b> Describe CSP methodology for implementing administrative and end-user security and access. What is the CSP methodology for mitigating security breaches with respect to access and user credentials? What is the CSP's methodology or process governing e-Discovery request from entities other than the County?</li> <li>• CSP shall provide strategies or process for withdrawing or exiting the cloud-based solution. Information shall discuss: <ul style="list-style-type: none"> <li>○ The County shall require CSP to provide the County with data in a usable form. Database exports in Microsoft SQL are required, any other format and data type shall require presentation of method, discussion with the County's stakeholders and written acceptance by the Chief Information Officer or designee.</li> <li>○ Any expected transition cost from CSP vendor, to on premise or other provider, shall be contracted prior to entering into the service agreement.</li> </ul> </li> </ul>
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**Exhibit “F”**  
**AGR21-32**  
**Confidential Information Disclosure Statement**

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

This Confidential Information Disclosure Statement (“Statement”) defines obligations and waivers related to Confidential Information disclosed pursuant to the Agreement between County and Contractor this Exhibit is attached to. County and Contractor agree to the following:

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

**Contractor:** Granicus  
Dan Rhodes  
408 Saint Peter Street  
Saint Paul, MN 55102  
Dan.rhodes@granicus.com  
Cc: legalandcontracts@granicus.com

**County:** IM Program Manager  
1000 Central Avenue  
Los Alamos, New Mexico 87544

2. Definitions:

- a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified in writing as confidential, or any information, pursuant to applicable NM law, that should be reasonably understood to be: (i) legally exempted from inspection, (ii) confidential, (iii) or proprietary to a Party, given the nature of the information and the context in which disclosed.
- b) **Discloser** - the party disclosing Confidential Information.
- c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient’s possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is independently developed or learned by Recipient, or (v) is disclosed by Recipient with Discloser’s prior written approval.
- d) **Recipient** – the party receiving Confidential Information.

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

appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.

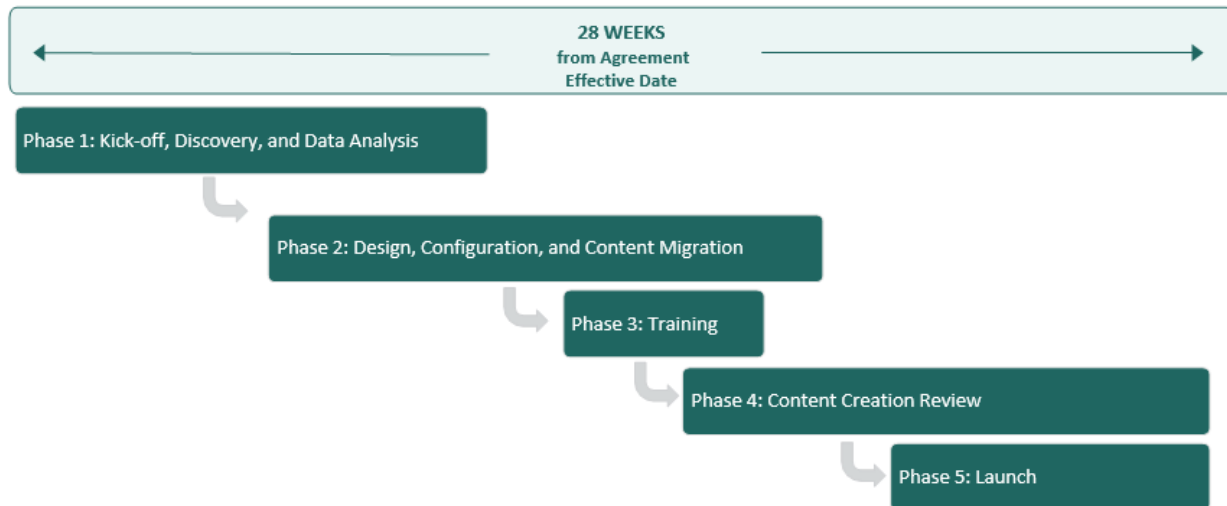
4. Termination - (i) Except as provided in subparagraph (ii) following, upon termination for any reason of the above referenced Agreement, Recipient shall return or destroy all Confidential Information received on behalf of the Discloser. This provision shall apply to Confidential Information that is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

## Exhibit “G” AGR21-32 Project Schedule

The following outline shows Contractor’s proposed estimated Project Schedule, which shall be modified and finalized after the Project kick-off meeting as defined herein. The Parties estimate that the implementation and training, pursuant to the County-approved Project Schedule and Plan, with a successful Go Live date, will occur no later than twenty-eight (28) weeks after the Effective Date of the Agreement, unless extended by County in writing. The Project Schedule and Plan developed by the Project Team shall conform substantially to the proposed schedule or as otherwise agreed to by the Parties.

The Project Schedule and Plan shall include all tasks defined during the Project kick-off meeting and in Phases 1 – 5 herein, and estimated maximum durations for each, deliverables, and milestones. The Project Schedule and Plan shall also include the milestones the Parties must successfully complete, and County must accept prior to invoicing, subject to Section D.1.b, as agreed upon during the Project kick-off meeting.

Upon County’s written acceptance of the Project Schedule and Plan, the Parties will use reasonable efforts to ensure that all subsequent tasks defined herein be completed according to the approved schedule for implementation, with the exception that at any time during the Project, the County shall have the ability to modify the Project Schedule and Plan to extend the days needed to complete tasks or phases.



**LOS ALAMOS COUNTY  
PROCUREMENT DIVISION**

101 Camino Entrada, Building 3, Los Alamos, New Mexico 87544

(505) 709-8594

Advertised: December 3, 2020

Closing Date: January 5, 2021

**Request for Proposals ("RFP")**

**RFP Number: 21-32**

**RFP Name: Internet Website Replacement Project**

**MULTISTEP RFP**

**SPECIAL INFORMATION RELATED TO THIS SOLICITATION**

This is a multistep RFP as described in Sec. 31-102. (2) of the Los Alamos County Procurement Code. Step 1 is a request for the submission of a Statement of Qualifications ("SOQ"); Step 2 is: an RFP limited to those offerors whose offers have been determined by the evaluation committee to be qualified under the criteria set forth in the solicitation. Throughout this document, terms "SOQ," "RFP," "solicitation," and "proposal" are used interchangeably.

**GENERAL INFORMATION**

- 1. RFP Submission Procedure Change.** Due to the current COVID-19 (coronavirus) pandemic and Public Health Emergency declaration by the New Mexico Governor, until further notice, the following procedure is in effect: Proposals in response to this Requests for Proposals (RFP), may be submitted either in paper form, in a sealed envelope, or electronically by email in PDF format. All other requirements stated in the solicitation document remain unchanged and in effect.

**STEP 1 of this RFP - Only one of the following submission methods is required:**

- 2. ELECTRONIC SUBMISSION:** Emails should be addressed to: [lacbid@lacnm.us](mailto:lacbid@lacnm.us). Subject line **must** contain the following information: **RESPONSE – RFP21-32 Internet Website Replacement Project**

It is strongly recommended that a second, follow up email (without the proposal included or attached) be sent to [Carmela Salazar](#), Senior Buyer at [carmela.salazar@lacnm.us](mailto:carmela.salazar@lacnm.us) to confirm the Proposal was received.

The body of the email must contain enough information for the identity of the Proposer to be clear, including company name, name of person sending the email, and contact information including email address and phone number.





Only emails with proposals received in the [lacbid@lacnm.us](mailto:lacbid@lacnm.us) email box prior to **2:00 p.m. Mountain Time, Tuesday, January 5, 2021** will be reviewed.

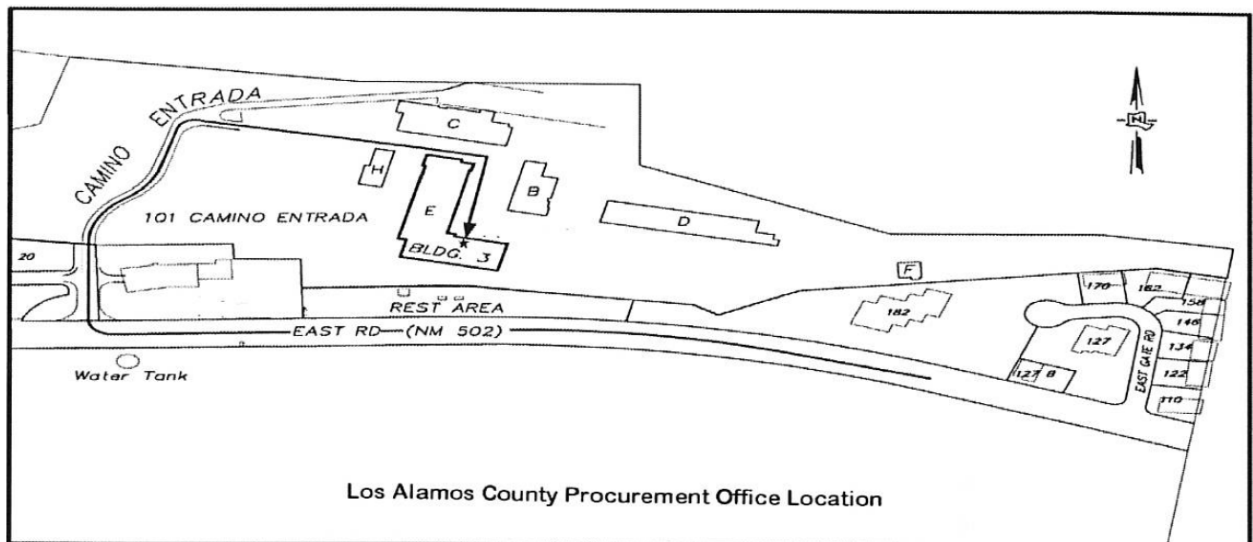
Proposals submitted by email will be opened only after the closing date and time stated in the solicitation document.

- 3. PAPER FORM SUBMISSION:** Sealed proposals in one (1) clearly labeled unbound original, three (3) bound copies and one (1) USB flash drive or CD, will be accepted at the Office of the Chief Purchasing Officer, Procurement Division - 101 Camino Entrada, Building 3, Los Alamos, NM 87544, until **2:00 p.m. Mountain Time, Tuesday, January 5, 2021** for this solicitation. **Clearly mark the RFP Number and Name and Offeror on the outside of the sealed proposal, including outer envelope and/or shipping**

**label.** The USB flash drive or CD should be clearly identified. It is the responsibility of the Offeror to assure that the information submitted in both its written response and the electronic version are consistent and accurate. If there is a discrepancy between what is provided on the paper document and the USB flash drive or CD, the written paper response shall govern.

Directions to Procurement office:

-  1. Drive WEST on NM-502 to Los Alamos.
  - Camino Entrada (formerly known as Airport Basin) is 0.4 miles past East Gate Drive, just past East Entrance Park Rest Area.
-  2. Turn RIGHT on Camino Entrada.
  - Road slopes downhill and curves to the right.
-  3. Take second RIGHT in to driveway through gated fence (before the stone sign “Pajarito Cliffs Site”).
  - Follow the signs to Building 3, the L-shaped building in the center of the complex.
  - If you pass the Holiday Inn Express and the Airport, you’ve gone too far.
-  4. Enter glass door marked “PROCUREMENT.” See map below.



4. **Step 2 of the multistep RFP:**

Following the determination of those Offerors whose offers have been determined by the evaluation committee to be the top qualifiers under the criteria set forth in this solicitation, Step 2 will tentatively begin with the issue of an RFP tentatively January 15, 2021. At this time the County contemplates a demonstration and/or other details regarding the proposed solution.

5. The Incorporated County of Los Alamos (“County”) invites Proposals from all qualified respondents. No Proposal may be withdrawn after the scheduled closing time. Proposals will not be accepted after the scheduled closing time. **Please make note of the submittal requirements outlined in this solicitation.** Read and follow the instructions carefully. **Include the required documents provided in this RFP as part of your submittal packet.** Any misinterpretation or failure to comply with the submittal requirements could result in rejection of the proposal. Proposal preparation is at the Offeror’s expense.
6. Any change(s) to the solicitation will be conveyed through the written addenda process. Read carefully and follow all instructions provided on any addendum, as well as the instructions provided in the original solicitation.
7. Any questions must be received in writing at least five (5) days prior to the date fixed for when proposals are due.

8. County reserves the right, at its sole discretion, to accept or reject any proposals; to waive any and all irregularities in any or all statements or proposals; to request additional information from any or all respondents; and to award a contract to the responsible Offeror whose proposal is most beneficial to County. While County intends to execute a contract for the services listed herein, nothing in this document shall be interpreted as binding County to enter into a contract with any Offeror or Proposer.
9. Bids and Proposals are Public Records. Pursuant to the New Mexico Inspection of Public Records Act, NMSA 1978, Chapter 14, Article 2, all materials submitted under this RFP/IFB shall be presumed and considered public records. Except to the extent any information may be protected by state or federal law, proposals shall be considered public documents and available for review and copying by the public.
10. The County contemplates a multi-term contract as a result of this RFP. Contract may be entered into for any period up to **fifteen (15)** years, including all renewals or extensions and maintenance periods. This is the written determination of the Chief Purchasing Officer that: such a contract will serve the best interests of the County by promoting economies in County procurement.
11. Proposers are notified that they must propose pricing for each potential year of the contract.
12. Proposers/Offerors are informed that State law requires that all foreign corporations (NMSA 1978 §53-17-5) and limited liability corporations (NMSA 1978 §53-19-48) procure a certificate of authority to transact business in the state prior to transacting business in the state of New Mexico.
13. The Chief Purchasing Officer has determined a preference is applicable to this offer. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its bid or proposal to qualify for this preference. Ref. Sec. 31-261.(b).

## CONTACT INFORMATION

1. For project-specific information, contact **Pamela Justice**, Project Manager, at [pam.justice@lacnm.us](mailto:pam.justice@lacnm.us); (505) 663-1959 .
2. For procurement process information, contact **Carmela Salazar**, Senior Buyer at [carmela.salazar@lacnm.us](mailto:carmela.salazar@lacnm.us); (505) 709-8594.

## NEED STATEMENT

The County seeks to update its web presence and incorporate the latest web technology in order to make the site more transactional and mobile friendly. The County is seeking proposals for redesign, enhancement and hosting of its municipal website.

## BACKGROUND

The Incorporated City and 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. Two distinct communities, Los Alamos Town site and White Rock, each with its own visitor center, are home to ~18,000 people. Los Alamos is mostly known for the historic accomplishments of its largest employer, Los Alamos National Laboratory, and continues to gain notice for its vast scenic assets and recreational opportunities.

Visit the Los Alamos County website ([www.losalamosnm.us](http://www.losalamosnm.us)) and the tourism website ([www.visit.losalamos.com](http://www.visit.losalamos.com)) for more information.

## 1.0 SCOPE OF SERVICES (or WORK)

- A. The successful offeror's proposal will state how the Offeror is qualified to provide a hosted solution for a County website which will:
  1. Be streamlined, with consistent and intuitive navigation, with a simple look and feel to allow meaningful 'at a glance' connections for all County residents, businesses and visitors from the homepage, and further exploration of all pages.



2. Consistently communicate the services that the County provides, highlight our full range of programs and services in order to empower and connect users with relevant informational resources.
3. Present comprehensive information and resources in an easy to use format directed towards County citizens, businesses, visitors, prospective residents, other government agencies, civic groups, associations, youth and senior citizen groups, and any person or agency seeking to conduct business with, or obtain information about the County of Los Alamos.
4. Increase awareness of the County's services and promote involvement through programs and events.
5. Enhance current website functions and add various functionalities and features that will make it consistent with the latest industry standards, including but not limited to those related to accessibility, interactive content, iframes, search ability, RSS-feeds, and traffic tracking/advanced analytics such as Google Analytics.
6. Communicate time-sensitive details of news articles, legal notices, Council and other board agendas and packets and other time sensitive items.
7. Be easily upgradeable and portable.
8. Integrate Social Media into the County website (e.g. Facebook, Twitter, YouTube etc.).
9. Communicate the County's goals of providing efficient and effective services for its residents and a business-friendly environment for its business community.
10. Hosted solutions shall comply with the County's Technology Standards – Cloud Based Services, Exhibit "B."

**B. Ensure an effective hosted solution which must be:**

1. Aesthetically pleasing;
2. Informative;
3. Quick to operate, stable and secure;
4. Easy to navigate;
5. Easy to update and archive;
6. Easy and effective 'search' content;
7. Utilize the latest web standards; (HTML, CSS, Responsive design, etc.);
8. Be mobile device friendly or present an alternate mobile friendly site;
9. For Display purposes, must be browser agnostic;
10. For Administration purposes, browser must follow I.T. Technology Standards as stated in Exhibit "B"; and
11. Be fully ADA Compliant as per current legislative requirements both federally and in the State of New Mexico.

## **2.0 Technical Specifications**

In the SOQ, Offerors should describe various templates available or how they will create custom designed templates that they can present to the County as viable options. The County will ultimately decide on a template. The website must provide the following features and conform to the following specifications:

**A. General Specifications and Functionality:**

1. A common and consistent user experience throughout.
2. A focus on taxpayer/customer service with easy access to the services provided by the County.
3. A Content Management System ("CMS") that is simple, straightforward, and allows County staff to easily update content through a web interface with administrative controls that will allow for multi-user authoring, reviewing, and publishing.
  - a. The CMS will also need to allow County administrators the ability to easily modify all elements of the site design layout after the initial launch.

- b. The CMS system must have a method for keeping and maintaining usernames/passwords using strong encryption algorithms in a secure manner.
  - c. The ability to assign role-based permissions and granular access control (per page, site, group of sites etc.).
  - d. The CMS should keep each department's/service content separate from others to maintain accessibility and avoid rework if any portion becomes inaccessible for any reason.
- 4. The ability to incorporate County branding and/or integrate third party web applications and widgets.
- 5. Integration of social media feeds including (but not limited to) Twitter, Facebook, Pinterest, YouTube, and Instagram. The County's preference is to update social media site automatically with content generated on the County's site (one-way push).
- 6. Robust digital communications via an email subscription system that will allow users to sign up for updates from the website.
  - a. This should seamlessly integrate within the CMS & social media.
  - b. The ability for an advanced selective email subscription system. For example, an end user may only want to subscribe to updates about projects or job opportunities. Explain the technology used including setup of email distribution system.
  - c. The ability to subscribe to and send multiple newsletters created within the CMS.
- 7. The ability to support multiple calendars in one site as well as a master calendar, for example a County meeting calendar and a community events calendar, and sort by demographics or departments, with easy to use options for County Staff to add multiple events in one upload.
- 8. The ability to create online, submittal web forms dynamically and change existing ones for submission to any County Staff via email with or without saving the form content on the hosting server.
- 9. The ability for County staff to audit all changes to the site.
- 10. The ability to add "sub-sites" of similar look and feel to the County's main site losalamosnm.us and/or of completely different look and feel at the County's discretion. These sites may be a sub-domain of the County's existing domain such as abc.losalamosnm.us or as a completely new domain. The County owns AtomicCityTransit.com and wherediscoveriesaremade.com
- 11. A "links" page with a redirection disclaimer prior to exiting the site.
- 12. Ability to host audio and video files for streaming and/or download.
- 13. Capability to create, organize, manage and publish various online Forms/Document Libraries.
- 14. Manageable Photo and Video Gallery via web interface.
- 15. Ability to display or hide an emergency or highlight alert banner on main page is required.
- 16. Multiple language support via a Translate option on the home page.
- 17. Must allow for custom applications developed by County staff to interface with County enterprise systems.
- 18. Must accommodate MUNIS and OpenGov products within iFrames for seamless integration.
- 19. Capability to archive, prioritize, sort and retrieve the most recent information about a topic or project.

**B. Automatic Backups/SLA:**

- 1. The site should have automated backups and appropriate redundancies with a minimum of two (2) servers in dispersed geographic locations within the US.
- 2. Selected contractor must schedule server maintenance/updates, and up/down times with the County.
- 3. Selected contractor must provide at least 99.99% uptime of the site. Offerors must list any deviation from this service level agreement in their response.

**C. Search Capability:**

1. All content on the site, inclusive of PDF documents, web pages, etc. will be indexed and available for search through a site provided search tool to appear on all pages.
2. The site must be optimized for all search engines and provide the needed metadata and structure for SEO.
3. Site search results should provide the ability for filter and sort.

**D. RSS Feeds:**

The site should have the ability for end users to subscribe to RSS feeds where appropriate (ex. an RSS feed for “County News,” a separate RSS feed for Bid Opportunities, Jobs etc.).

**E. Design and Information Architecture:**

1. Proposer should include plans to review existing Google Analytics data as one of their criteria in recommending pages to keep, refresh/update or eliminate
2. Site must employ best practices around design, navigation, usability and overall user experience.
3. Usability testing shall be conducted, which could include a “secret shopper” test and report. The secret shopper will be a County staff member who will use a script as an outline for the test.
4. Look/feel and navigation must be intuitive and consistent to County citizens.
5. Proposer should include description of technology tools and platforms utilized to create and maintain the site.
6. Proposer should include description of technology tools to assist in migration of current site content.

**F. ADA Considerations:**

Web site shall comply with current ADA legislative requirements both at the State, New Mexico, and Federal levels.

**G. Optional Functionality:**

1. Citizen Service Requests to include submission, routing and notification back to the citizen when completed.
  - a. This must include a mobile application to be available across device platforms.
  - b. System must allow for attachments to be added.
  - c. The system must include customer issue resolution tracking so we can run reports on status of issues submitted by customers.
  - d. Please describe the GIS functionality within this module.
  - e. Please explain the technology and workflow process utilized by this system.
2. The ability to implement, at the County’s discretion, a bid procurement component to the County’s web site. To include:
  - a. Vendor registration and access. Vendor can modify their information and register with commodity codes.
  - b. Downloading of bids, bid addendum and any other bid related document.
  - c. Online bid and submittal tracking.
  - d. Email notifications to registered vendors on any new bid posted or addendum added.
3. Polling tool to allow the County to survey residents and/or businesses on County related topics. (This would be for very quick surveys if we just want a number with no comments).
4. Offerors should include other 3<sup>rd</sup> party software that they partner with/offer.

**H. Training:**

1. Hands on training is required for County content administrators. Describe method to conduct training (i.e. remote v. on-site, hands on, etc.). ~ On site and hands on is preferred but we understand may not be possible under COVID conditions.

2. If the selected contractor is not able to provide on-site training, please describe other options for conducting training.
3. Offeror to submit outline – including # of days, length of sessions - of what is included in training sessions.
4. The County has multiple staff to be trained. Offeror to define maximum number allowed for on-site, hands on training.
5. There will two County System Administrators that will require separate training prior to the departmental training who will be responsible for setting up groups and permissions and other administrative functions.
6. Documentation must be provided in either online or hardcopy format. Online is preferred.

**I. Additional Requirements:**

Offerors are advised that training of County staff is considered a deliverable and must be completed prior to release of final payment.

**J. Estimated Project Timeline: Contractor should indicate ability to comply with the following schedule:**

1. RFP Advertised – December 3, 2020.
2. Proposals Due – January 5, 2021.
3. Evaluation of Step 1 Proposals – January 6-14, 2021.
4. Step-2 RFP Released – Tentatively - January 15, 2021
5. Demonstrations Scheduled – Tentatively Week of January 25, 2021.
6. Final Evaluations and Selection – Tentatively January 29, 2021.
7. Contract drafting February 1 – March 31, 2021.
8. Contract Award – Tentatively April 2021
9. Design of site – April – May 2021
10. Migration of content – June – July 2021
11. Site Administration training early August 2021
12. Site Launch August 30, 2021

**3.0 Offeror's Qualifications and References**

Offerors should list, at a minimum, the following information in response to Step 1 of the RFP:

1. Brief company profile to include the number of employees (non-contractual), number of clients, when the company was founded and office locations (limited to 2 pages).
2. References of at least 3 clients of similar size and scope including contact name (preferably IT), mailing address, email, phone number and URL of the example site. Include municipal clients if any are available.
3. Cost clearly outlined for any and all fees including but not limited to:
  - a. Installation
  - b. Design based on Scope of Work and Technical Specifications (Sections 1.0 and 2.0)
  - c. Training
  - d. Ongoing support and maintenance
  - e. Migration of current site data from CivicLive
4. Explain in detail your design process and any limitations on the process as far as time, number of revisions, etc.
5. List any and all features that are included in the system that the County may opt into in the future and if there are any associated charges. Include information on how frequently updates and enhancements are made as the result of overall client enhancements.

6. List any and all maximums or limits on usage such as data transfer per month, number of emails sent, data stored, etc. and the pricing tiers associated with those limits.
7. Outline of the implementation process and relative timeline for full implementation (see Section 2.0 Item J, Project Schedule). Please include profiles and resumes of the team members who will be assigned to this project. Please provide the project plan developed by the Offeror's team.

#### **4.0 Evaluations**

Respondents will be evaluated in the following areas:

1. Quality of system architecture and offeror's staff to implement the proposed solution;
2. Aesthetic of prior design work/Aesthetic of Proposed Site;
3. Proposer's reputation from reference accounts;
4. Method of Data/Content migration;
5. Ability to meet optional requirements;
6. Experience with implementing County/City websites; and
7. Cost of development, implementation, training and/or hosting services.

#### **PROPOSAL REVIEW AND EVALUATION**

Proposals shall be handled so as to prevent disclosure of the identity of any Offeror or the contents of any proposal to competing Offerors during the process of negotiation.

After the RFP has closed, Procurement Division staff prepares a register of proposals containing the name of each Offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals is open to public inspection only after contract award. Procurement Division staff delivers the RFP submittals to the Evaluation Committee Chairperson. The Evaluation Committee reviews and evaluates the submittals. Interviews are only for the purpose of clarification, and may be used for adjusting the final score. Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably likely to be selected for award for the purpose of clarification to ensure full understanding and conformation with solicitation requirements for the purpose of obtaining best and final offers. The Evaluation Committee Chairperson forwards the final evaluation results to the Procurement Division. Award shall be made to the responsible Offeror whose proposal is determined in writing by the Evaluation Committee to be the most advantageous to the County, taking into consideration the evaluation criteria set forth in the solicitation.

#### **AWARD OF SOLICITATION**

Following award of the solicitation by County Council, the successful Offeror will be required to execute a contract with County in accordance with the terms and conditions set forth in the Services Agreement, a sample of which is attached as Exhibit "A." Offeror may identify any exception or other requirements to the terms and provisions in the Services Agreement, along with proposed alternative language addressing the exception; County may, but is not required to, negotiate changes in contract terms and provisions. The Services Agreement as finally agreed upon must be in form and content acceptable to County.

#### **PROCUREMENT PREFERENCES**

Preferences in purchasing by formal bid, or request for proposal or qualifications shall be in accordance with New Mexico Statutes, Section 13-1-21 NMSA 1978 et al. Offeror must provide a copy of state-issued preference certificate if requesting a preference.

#### **OBLIGATIONS OF FEDERAL CONTRACTORS AND SUBCONTRACTORS; EQUAL OPPORTUNITY CLAUSES**

Contractors and Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4, 60- 300.5 and 60-741. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and

advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Contractors and subcontractors agree to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A.

### **ILLEGAL ACTS**

The Los Alamos County Procurement Code, Article 9, imposes remedies and penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

### **CERTIFICATION FORM REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

An Offeror shall complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form, attached as Exhibit "C," and submit with the proposal. This Form serves as a warrant of the vendor's responsibility, and may not necessarily preclude the vendor from consideration for award.

### **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

A Campaign Contribution Disclosure Form is attached as Exhibit "D." The Offeror is requested to complete and submit with the proposal. If Form is not submitted with the proposal, upon award, Contractor must submit this form, in accordance with Chapter 81 of the laws of 2006 of the State of New Mexico.

### **VERIFICATION OF AUTHORIZED OFFEROR**

A Verification of Authorized Offeror Form is attached as Exhibit "E." The Offeror is requested to complete and submit with the proposal. This Form provides County with the name and information of the authorized Officer who can obligate the selected firm in providing the services to Los Alamos County.

### **STEP 1**

**PROPOSAL EVALUATION CRITERIA: As described and/or demonstrated in the RFP response.**

	<b>Criteria</b>	<b>Weighted Points</b>
<b>1</b>	Quality of system architecture and proposer's staff to implement the proposed solution and County staff ease of administration	<b>30</b>
<b>2</b>	Aesthetic of prior design work/Aesthetic of Proposed Site	<b>15</b>
<b>3</b>	Offeror's reputation from reference accounts	<b>5</b>
<b>4</b>	Method of Data migration	<b>10</b>
<b>5</b>	Ability to meet optional requirements	<b>5</b>
<b>6</b>	Experience with County/City web site implementations	<b>15</b>
<b>7</b>	Cost – includes cost of implementation and yearly maintenance fees, operations costs and the total cost of ownership for 15 years	<b>20</b>
	<b>Total Score</b>	<b>100</b>

**Exhibit "A"**  
**SAMPLE SERVICES AGREEMENT**  
**RFP NO: 21-32**  
**RFP Name: Internet Website Replacement Project**

**AGR21-32**



**INCORPORATED COUNTY OF LOS ALAMOS**  
**SERVICES AGREEMENT**

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor"), to be effective for all purposes \_\_\_\_\_, 2021.

**WHEREAS, [FOP RFP'S]** -- 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. 21-32 (the "RFP") on \_\_\_\_\_, requesting proposals for Internet Website Replacement Project, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated \_\_\_\_\_ ("Contractor's Response");

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

**[FOR CONTRACTS MORE THAN \$200,000.00] -- WHEREAS**, the County Council approved this Agreement at a public meeting held on \_\_\_\_\_;

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

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

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

"*Go Live*" means the first day of live production use of the Licensed Software by County, which can only occur after successful implementation and training.

"*Licensed Software and Related Materials*" means the most recent version of the Licensed Software based on the concurrent users for all \_\_\_\_\_ products identified in Exhibit "\_\_\_\_\_" attached hereto and made a part hereof for all purposes. Related Materials include, but are not limited to, User Reference Manuals, Report Manuals, Installation Planning Guides, Installation Instructions, On-Line Help, and Sample Database with Tutorials.

"*Los Alamos County Technology Standards*" means the currently supported versions of County hardware, underlying software and protocols identified in the Los Alamos County Technology Standards, Exhibit "XX," attached hereto and made a part hereof for all purposes, and as amended from time to time.

"*Services*" means implementation and training services, software maintenance services, and hosting services for the Licensed Software as defined in Section \_\_\_\_ herein.

**SECTION B. SERVICES:**

**1. Contractor Services**

## 2. Deliverables.

**SECTION C. TERM:** The term of this Agreement shall commence \_\_\_\_\_ and shall continue through \_\_\_\_\_, unless sooner terminated, as provided herein.

### SECTION D. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_), which amount does not include applicable New Mexico gross receipts taxes ("NMGR"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.
2. **Monthly Invoices.** Contractor shall submit itemized *[monthly]* invoices to County's Project Manager showing amount of compensation due, amount of any NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

**SECTION E. 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 F. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL:** This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and will not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing the 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 G. STANDARD OF PERFORMANCE:** Contractor agrees and represents that it has and will maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that exceeds the industry standard of care for performance of the Services.

**SECTION H. 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 the County.

**SECTION I. 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 J. 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 cancelled before the expiration date thereof, notice will 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; TWO MILLION DOLLARS (\$2,000,000.00) 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. **Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) annual aggregate. Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of two (2) years thereafter.

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

**SECTION Q. 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 R. PROHIBITED INTERESTS:** Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it will not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of

County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

#### **SECTION S. 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 the 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 T. 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:  
Project Manager  
Incorporated County of Los Alamos  
Address  
Los Alamos, New Mexico 87544

Contractor:

**SECTION U. 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 V. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form is attached as Exhibit "x." Contractor must submit this form with this Agreement, if applicable and in accordance with Chapter 81 of the laws of 2006 of the State of New Mexico.

OR

**SECTION W. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes. This Section acknowledges compliance with Chapter 81 of the Laws of 2006 of the State of New Mexico.

**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 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: \_\_\_\_\_  
HARRY BURGESS  
COUNTY MANAGER

\_\_\_\_\_  
DATE

Approved as to form:

\_\_\_\_\_  
J. ALVIN LEAPHART  
COUNTY ATTORNEY

\_\_\_\_\_, A \_\_\_\_\_ CORPORATION

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

## EXHIBIT TO SAMPLE AGREEMENT

### Confidential Information Disclosure Statement

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

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

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

**Contractor:** \_\_\_\_

**County:** IM Program Manager

2. Definitions:

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

3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates will protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.
4. Termination - (i) Except as provided in subparagraph (ii) following, upon termination for any reason of the above referenced Agreement, Recipient shall return or destroy all Confidential Information received on behalf of the Discloser. This provision shall apply to Confidential Information that is in the possession of subcontractors, agents, or associates of Recipient. (ii) If Recipient determines that returning or destroying Confidential Information is not feasible, Recipient shall provide to Discloser written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the Confidential Information is not feasible, Recipient shall extend the protections of this Confidential Information Disclosure Statement to such Confidential Information

and shall limit further uses and disclosures of such Confidential Information to those purposes that make the return or destruction infeasible, for so long as Recipient maintains such Confidential Information. (iii) The respective rights and obligations of Recipient under this paragraph shall survive the termination of the Agreement of the parties to which this Confidential Information Disclosure Statement attaches.

5. Choice of Law – Without regard to conflict of law provisions, this Statement is governed by and shall be construed in accordance with the laws of the State of New Mexico.
6. Miscellaneous - All Confidential Information provided under the above referenced Agreement is proprietary in nature and belongs to and shall inure to the benefit of the Discloser. Recipient shall not acquire any patent, copyright, mask work, or trademark rights under this Statement. This Statement imposes no obligation on either party to purchase, sell, license, transfer, or otherwise dispose of any technology, service, or product; does not create any agency or partnership relationship; may be added to or modified only in a writing signed by both parties, supersedes all oral or implied agreements concerning Confidential Information; and may be signed in duplicate originals, or in separate counterparts, which are effective as if the parties signed a single original. A facsimile of an original signature transmitted to the other party is effective as if the original was sent to the other party.
7. Indemnity – Contractor shall indemnify, hold harmless, and defend County, its Council Members employees, agents, and representatives, from and against all liabilities, damages, claims, demands, actions (legal and equitable), and costs and expenses, including without limitation attorney's fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof or the performance of Contractor's employees, agents, representatives, and subcontractors.

**EXHIBIT "B"**  
**RFP21-32**



## **Los Alamos County Technology Standards Requirements On-Premise, Hybrid or Cloud/Hosted Solution Solicitations**

The following Los Alamos County Technology Standards are required and shall be supported by the vendor, contractor, reseller hence forth called Operator, for any County solicitation requiring technology or integration to the County network and incorporated into any resultant agreement. Standards are listed with the expectation that the Operator will provide software updates to allow Los Alamos County to stay on supported versions of hardware, underlying software and protocols as outlined below.

Respondents will be responsible for providing documentation that they meet the requirement in respect to the solution that they are responding with. On premise respondents do not need to comply with hosted requirements. Hosted solution respondents do not need to comply with onpremise requirements. If the solution is a hybrid of both categories of solution, then all requirements apply as applicable to the response.

Server Operating system (OS) (On-Premise)	Microsoft (MS) Windows Server 2016, 64 bit or current (Standard and Datacenter). Contractor software must be maintained to run on a supported platform service level as defined by Microsoft at the latest stable patch level.
Server Hardware (On-Premise)	<p><b>Preferred:</b> Use of County VMware server platform. Environment design must be submitted and reviewed by Information Technology Division (ITD) for acceptance. Proposals shall include required hardware and licensing of VMware, operating system and proposed application-based requirements. Application with a proven Virtual installation template is preferred.</p> <p>Physical Server minimum hardware specifications consist of: Multi Socket/Multi Core processor Intel or AMD based server (standalone or blade server as determined by Los Alamos County ITD) with a minimum 64 GB RAM and RAID capability. Contractor software must be maintained to run on a supported platform service levels as defined by Microsoft at the latest stable patch level.</p>
Network Infrastructure	See LAC Standards and Specifications for Building and Campus Distribution Systems Version 3 (Primarily used for building construction purposes).
Network	Supported network protocol is TCP/IP (IPv4). Standards based NIC rated at 100/1000/10G copper or fiber is supported. If considering a 10G connection County IT network group shall be consulted to ensure equipment compatibility and availability at proposed site. Additional hardware cost, may be required of the project, based on project requirements, equipment and availability. The County uses Cisco technology as its default network equipment standard. Solutions shall be compatible with Cisco Network Technology.
Remote Network Access	Direct remote access to the County network and server environment shall be done using the County's Cisco AnyConnect SSH VPN. Once a VPN connection is established end-point connections are supported via Microsoft RDP. Operator support accounts shall be set up in accordance with the adopted Los Alamos County IT Usage and Security Policy.

LAC Staff Accounts	Software <b>shall function for end users with standard user privileges</b> ; user cannot install software and shall not have administrative rights.
Desk Hardware	<p><b>Preferred:</b> Use of virtual desktop infrastructure (VDI) dual screen capable. County uses VMWare AppVolumes for Application Deployment and Packaging</p> <p>Physical unit minimum hardware requirements consist of: Intel core i5 based processor, minimum 4 GB RAM, Intel integrated graphics 1280 capable video minimum, display port DVI input, 4 USB 2/3 ports.</p>
Desktop OS	Microsoft Windows 10 at current Service Pack (SP), Operator software must be maintained to run on a supported OS platform service level as defined by Microsoft at the latest stable patch level.
Internet Browser	<p>Internal County Network: Google Chrome, at its latest version, is the default, Internet Explorer 11 or Chrome compatible will be considered on a business case basis. New Applications must be based on HTML5. Applications requiring Microsoft Silverlight, Java and Flash are not supported. ITD shall be consulted for compatibility issues prior to considering new application purchases requiring Java.</p> <p>Public Application/Web Access: Applications that will be accessed by devices external to the County network shall meet the Internal County Network criteria and as well as be compatible with current versions of Internet Explorer, Safari, Opera, Chrome and Firefox browsers as well as mobile devices (inclusive of smart phones, iPad, and other Internet enabled devices).</p>
Database Software Products (On-Premise)	<p>Supported database software is Microsoft (MS) SQL server version 2016 through current. New MS SQL Server product installations will require review, purchasing of licenses, appropriate hardware and maintenance in support of proposed project or instance install to the County MS SQL Server Environment. MS SQL server software for new implementations shall be at within the Microsoft certified support release level or current. Server components for proposed projects require review and purchasing as part of the project initiative. Operator software must be maintained to run on a supported platform service level as defined by Microsoft.</p> <ul style="list-style-type: none"> <li>• Passwords are not permitted to be transported in clear/plain text.</li> <li>• Vendor implementation shall not use the SA password for user level functions. SA passwords shall be maintained by the County DBA.</li> <li>• Only database instances can be installed on the County MS-SQL Environment. If a vendor software component install is necessary on the database server, a standalone installation will be required.</li> <li>• Vendor software must use standard Access &amp; Connection architecture for accessing databases on the County MS-SQL Environment.</li> </ul> <p>Hosted solutions shall be compliant with or provide a method to provide the County with database exports in the MS-SQL Server format.</p>
Internet: Collaboration and Web Publishing	Use of Internet apps or links shall be considered in collaboration with the Los Alamos Information Management Division Applications group for review to ensure that compatibility and Internet publishing protocols have been satisfied prior to formation of any agreement or installation.
Intranet: Collaboration and Web Publishing	Microsoft SharePoint Online is the basis for the County's Intranet. Any products that will integrate or utilize the County's Intranet site shall require a compatibility consultation with ITD before purchase and implementation. Operator software shall be maintained to run on supported platform service levels as defined by Microsoft and/or the Intranet site vendor. Proposed Intranet software products shall be accompanied by roadmap for compatibility with MS SP Online.

Productivity Software	Los Alamos County uses Microsoft O365 Office Suite at its most recent version and service pack. Operator software using the Office suite must be maintained to run on supported platform service levels as defined by Microsoft.
Email	Microsoft O365 with hub transport for relay. If SMTP relay access from on premise vendor specific software is necessary, permission to use the County Email exchange shall be obtained prior to contracting or purchase of the software or solution. If SMTP relay access from hosted vendor specific software is necessary, preference is for SMTP relay to be hosted by vendor. The vendor specific solution must be supported and maintained to relay off County email domain and directed to hand off the email message to another mail server that can get the message closer to its intended recipient in accordance with service levels as defined by Microsoft for the O365 product.
Geographic Information Standards (GIS)	The County uses strictly ArcGIS products by Esri for GIS. Desktop software for end users includes ArcGIS Desktop and ArcGIS Pro. GIS web services are provided as REST endpoints from ArcGIS Server using Internet Information Services (IIS). Our enterprise geodatabase is managed using ArcSDE with Microsoft SQL Server. Supported versions are one or two iterations behind the latest ESRI-supported release. The preferred method for applications to interact with GIS is via REST services. Web applications must be hosted in either ArcGIS Online or ArcGIS Portal.
Mobile Devices	Shall conform to Los Alamos County Mobile Policy #1240. Mobile devices requiring Intranet access must be secured through the County Mobile Device Management System.
Security	<p>Intranet devices must be capable of multi-factor authentication using the Los Alamos County Access Control System. Any requirements for access to ports from the Internet into the County Network shall be approved via a technical review by the ITD before product(s) purchase and implementation. Cisco AMP Antivirus and Antispyware Enterprise software are used on all intranet computing devices; vendor solutions shall work in conjunction with stated antivirus products.</p> <p>Devices requiring wireless access must a) be domain integrated or b) have the ability to accept captive portal agreement (a web page that the user of a public access network is obliged to view and interact with before access is granted).</p>
Records	Shall conform to Los Alamos County Records and Information Governance Policy #0310
E-Signature	Shall conform to Los Alamos County E-signature Policy #1220.



Hosted\Cloud Based Services	<p>Los Alamos County is interested in taking advantage of Anything as a Service (XaaS) opportunities available through Cloud Service Providers (CSP).</p> <p>Responses for Cloud based solutions shall provide information on the following areas of concern:</p> <ul style="list-style-type: none"> <li>• CSP shall describe the classification of the proposed Cloud solution. Is the solution SaaS, PaaS, IaaS or a combination of the classification types? Is the solution hosted, owned and operated, by CSP or is the solution a partnership of several CSPs including infrastructure partners? If so, where is the hosting facility(s) physically located?</li> <li>• CSP processes involving: <ul style="list-style-type: none"> <li>○ <b>Physical infrastructure:</b> including locations, internet connectivity and disaster recovery methodologies. CSP data centers shall be located within the United States.</li> <li>○ <b>Hybrid Connectivity:</b> Solutions requiring cloud system interface with the county network or peripherals located within the County network, need to be identified and tested at the County for network compatibility prior to solution engagement or formalization of service agreements.</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>○ <b>Data:</b> Ownership of County data held in the CSP solution shall remain with the County of Los Alamos. CSP shall provide assurance on data ownership. CSP shall describe any other potential use of County data housed within the cloud infrastructure, application or service. CSP shall provide methods for protecting the integrity and security of data (ex. Use of data encryption over internet connections). CSP will describe how the solution meets statutory requirements for data (ex. PII, HIPAA, CJIS, Gramm-Leach-Bliley Act, FIPS 199...). Provide all relevant information including legal boundaries not set forth in contractual agreements if any. Methodology or process for meeting County Records Retention policies. Mitigation strategy for security breaches involving County data.</li> <li>○ <b>Customer/User Security:</b> Describe CSP methodology for implementing administrative and end-user security and access. What is the CSP methodology for mitigating security breaches with respect to access and user credentials? What is the CSP's methodology or process governing e-Discovery request from entities other than the County?</li> <li>• CSP shall provide strategies or process for withdrawing or exiting the cloud-based solution. Information shall discuss: <ul style="list-style-type: none"> <li>○ The County shall require CSP to provide the County with data in a usable form. Database exports in Microsoft SQL are required, any other format and data type shall require presentation of method, discussion with the County's stakeholders and written acceptance by the Chief Information Officer or designee.</li> <li>○ Any expected transition cost from CSP vendor, to on premise or other provider, shall be contracted prior to entering into the service agreement.</li> </ul> </li> <li>• CSP using a database as part of their solution shall be responsible for providing the County with a database export (see database requirement) a minimum of 1 time per year. The County may at additional expense request multiple Database exports. Costs and request requirements for multiple exports shall be part of CSP proposal for service.</li> </ul>

Exhibit "C"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND  
OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

RFP NO: 21-32

RFP Name: Internet Website Replacement Project

**\*This document should be returned with RFP submittal.\***

- (1) I or We, \_\_\_\_\_ (the "Vendor") hereby certify to the best of our knowledge and belief that neither the Vendor nor any of its principals:
- (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local department or agency;
  - (b) have, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for - commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
  - (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) are not considered to be an "immediate family member" of a County employee or public official. Immediate family means the employee's or public official's spouse, parents, step-parents, child, step-child, sibling, step-sibling, half-sibling, grandparent, grandchild, aunt, uncle, niece, nephew, or their in-laws, or an individual claimed by the public official or his/her spouse as a dependent under the United States Internal Revenue Code.
  - (e) have within a 3-year period preceding this Application had one or more public transactions (federal, state, or local) terminated for cause or default.
- (2) If we are unable to certify to any of the statements in this certification, we shall attach an explanation hereto.
- (3) Certification to any of the statements in this certification will be thoroughly reviewed, and may not necessarily preclude the Vendor from consideration for award.
- (4) Falsification of any statement in this Form shall constitute grounds for non-consideration of the vendor's proposal or rescinding of a contract award.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

**Exhibit “D”**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**RFP NO: 21-32**

**RFP Name: Internet Website Replacement Project**

**\*This document should be returned with RFP submittal.\***

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which Contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date 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 and fifty dollars (\$250) over the two 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 spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

**“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 made to the following - COUNTY COUNCILORS: David Izraelevitz; Antonio Maggione; James Robinson; Randal Ryt; Katrina Martin; Sara Scott and Pete Sheehey.)

Contribution Made by: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**—OR—**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_

**Exhibit "E"**  
**VERIFICATION OF AUTHORIZED OFFEROR**  
**RFP NO: 21-32**  
**RFP Name: Internet Website Replacement Project**

**\*This document should be returned with RFP submittal.\***

Sec. 31-261. - State and local preferences.

(a) *Definitions.* For the purposes of this section:

- (1) The terms "resident business" and "resident veteran business" shall be defined as set out in NMSA 1978, § 13-1-21;
- (2) The term "local" as applied to a business shall mean that it meets the requirements of the above definition, maintains its principal office and place of business in Los Alamos County, and has a required Los Alamos County business license.

(b) *Requirements for preference qualification.* The chief purchasing officer shall determine if a preference is applicable to a particular bid or offer on a case-by-case basis. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its bid or proposal to qualify for this preference.

- (1) If a corporation, it shall be incorporated in New Mexico and maintain its principal office and place of business in the state;
- (2) A person shall have qualified with the state chief purchasing officer as a resident business or resident veteran business and obtained a certification number as provided in NMSA 1978, § 13-1-22.

(c) *Preference factor.*

- (1) The preference factor for qualifying resident and local businesses applied to bids and proposals shall be five percent.
- (2) The preference factor for qualifying resident veteran businesses shall be in accordance with the requirements set forth in NMSA 1978, § 13-1-21.

(d) *Invitations for bids.* When bids are received, the price quoted by the qualifying vendor shall be multiplied by 0.95. After application of the preference factor, the contract shall be awarded to the lowest bidder. If one or more low prices are equal, the bid shall be awarded with respect to the next category of offerors listed below, and the next, until an offer qualifies for award. The priority of categories of offers is as follows:

- (1) Local business;
- (2) Resident business.

(e) *Requests for proposals.* When proposals are received, the total evaluation score with or without the cost factor of each proposal received from a qualifying vendor shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offerors is the same as listed in subsection (d) of this section.

(f) *Exemptions from preferences.* The resident and local preference specified in this article shall not be applied:

- (1) To requests for qualifications;
- (2) To any purchase of goods or services in excess of \$500,000.00;
- (3) When the expenditure of federal funds designated in whole or in part for a specific purchase is involved; or
- (4) When the expenditure of grant funds, a condition of which prohibits a local preference, is involved.

(Ord. No. 02-098, § 2, 12-2-2008; Ord. No. 02-305, § 8, 2-25-2020)

Are you requesting Preference? **\_\_\_ Yes \_\_\_ No**

**If yes**, please continue to answer the following questions and attach all requested documentation.

Are you a "resident business" as defined by NMSA 1978 §13-1-21, which means a business that has a valid resident business certificate issued by the taxation and revenue department pursuant to Section 13-1-22 NMSA 1978, but does not include a resident veteran business. **\_\_\_ Yes \_\_\_ No**

**If yes**, please attach a valid resident business certificate issued by the NM Taxation and Revenue Department (NMTRD).

Are you a local business as defined by County Procurement Code Section 31-261, which means that the local business meets the requirements of the above definition of a "resident business," maintains its principal office and place of business in Los Alamos County, and has a required Los Alamos County business license. **\_\_\_ Yes \_\_\_ No**

**If yes**, please answer the following:

Do you have a valid resident business certificate issued by NMTRD? **\_\_\_ Yes \_\_\_ No**

**If yes, please attach.**

Do you maintain your principal office in Los Alamos County? **\_\_\_ Yes \_\_\_ No**

Do you maintain your place of business in Los Alamos County? **\_\_\_ Yes \_\_\_ No**

Do you have a Los Alamos County business license? **\_\_\_ Yes \_\_\_ No**

**If yes, please attach.**

**Having read the proposal conditions and examined the scope of services and deliverables for this RFP, this Proposal is hereby submitted by:**

\_\_\_\_\_  
**Signature and Printed Name of Authorized Offeror** **Title**

\_\_\_\_\_  
**Organization's Legal Name** **State of Incorporation**

\_\_\_\_\_  
**Email Address**

\_\_\_\_\_  
**Mailing Address** **City** **State** **Zip Code**

\_\_\_\_\_  
**Physical Address** **City** **State** **Zip Code**

\_\_\_\_\_  
**Telephone No.**

\_\_\_\_\_  
**Federal Tax I.D. #** **NM CRS # (if located in-state)**

\_\_\_\_\_  
**Contract Manager Printed Name, Title and Email Address**

**If your firm meets the definition of one or more of the types of business described below as defined by the Small Business Administration, please check the appropriate box:**

- ☐ **Small Business**
- ☐ **Woman-owned Business**
- ☐ **Minority-owned Business**

**LOS ALAMOS COUNTY  
PROCUREMENT DIVISION**

101 Camino Entrada, Building 3, Los Alamos, New Mexico 87544

(505) 662-8056

Advertised: **December 3, 2020**

Closing Date for Step 1: **January 7, 2021**

Step 2 Released: **January 15, 2021**

Closing Date for Step 2: **February 1, 2021**

**Request for Proposals ("RFP")**

**RFP Number: 21-32**

**RFP Name: Internet Website Replacement Project**

**MULTISTEP RFP – STEP 2**

**SPECIAL INFORMATION RELATED TO THIS SOLICITATION**

This is a multistep RFP as described in Sec. 31-102. (2) of the Los Alamos County Procurement Code. Step 1 is: a request for the submission of a Statement of Qualifications ("SOQ"); Step 2 is: an RFP limited to those offerors whose offers have been determined by the evaluation committee to be qualified under the criteria set forth in the solicitation. Throughout this document, the terms "SOQ," "RFP," "solicitation," and "proposal" are used interchangeably.

**GENERAL INFORMATION**

**1. Step 2 of the multistep RFP:**

Following the determination of those Offerors whose offers have been determined by the evaluation committee to be qualified under the criteria set forth in Step 1 RFP solicitation, Step 2 will begin with the issue of the Step 2 RFP Demonstration Script. The Step 2 responses consist of demonstrations/presentations to County staff. The date and time of your remote demonstration will be **at 1:05 p.m. Mountain Time, Monday, February 1, 2021.**

- Any questions must be received in writing at least five (5) days prior to the date fixed for when demonstrations/presentations are to be conducted.
- Any change(s) to the solicitation will be conveyed through the written addenda process. Read carefully and follow all instructions provided on any addendum, as well as the instructions provided in the original solicitation.

**CONTACT INFORMATION**

- For project-specific information, contact [Pamela Justice](mailto:pamela.justice@lacnm.us), at [pamela.justice@lacnm.us](mailto:pamela.justice@lacnm.us); (505) 663-1959.
- For procurement process information, contact Carmela Salazar, Senior Buyer/Planner at [carmela.salazar@lacnm.us](mailto:carmela.salazar@lacnm.us) (505) 662-8056.

**STEP 2 OFFERORS ARE INFORMED OF THE FOLLOWING:**

All demonstration scripts must be presented in accordance with the established timeframe per session, therefore, Offerors are encouraged to move as efficiently as possible through the script. The County understands that some sections may be extremely tight on time, but proposers should attempt to complete the script and must limit demonstration to only those items listed in the script. If time is running out at the end of a session, then at the discretion of the County, proposers may be asked to skip certain requirements. Should the proposers complete the script well before the allotted time, then they may take that opportunity

to review, answer questions or further demonstrate an item within the script. Each Offeror will be allotted one (1) hour to make their presentation.

## **OFFEROR DEMONSTRATIONS**

The Step 2 response consists of detailed information as described below. The purpose of the information is to evaluate *HOW* the software can satisfy the demonstration script, rather than *IF* the system can meet each requirement; therefore, it is important that Offerors understand the demonstration will be evaluated on how well each script item is covered

The County approves the use of the online meeting applications Zoom and Microsoft Teams.

1. Ability to post a news release and share with social media.
2. Ability to post and display multiple single and recurring events on a county wide calendar.
3. Demonstrate how calendar events can be sorted and filtered by department, topic or interest.
4. Demonstrate how to create and remove pages, embed images, links, tabular data, or other text.
5. Demonstrate content generation and approval processes for publishing content of your CMS product.
6. Demonstrate the security administration of your CMS product (roles, group permissions, individual permissions).
7. Demonstrate how to interface with other enterprise applications and the format of the data displayed.
8. Demonstrate ability to build, subscribe to and send a newsletter.
9. Demonstrate any analytics tools to show reader engagement with pages, posts, and social media.
10. Demonstrate any record archiving and record search capabilities for CMS administrators.
11. Demonstrate how a citizen would report an issue, either anonymously or identified, and how the report would be transmitted to the appropriate person/department with proper security measures.
12. Demonstrate the system architecture of your cloud servers.
13. Provide recommendations or best practices for the organization and hierarchy of a County web site.
14. Demonstrate any functionality that is unique to your product.
15. Describe your training, resources and ongoing technical support. Include information on technical support and average turnaround time for "tickets" submitted for website errors, fixes, updates to architecture, delivery of new features etc.

## **Evaluation Criteria (or Factors) and Points:**

- Items No. 1 through 15 are worth five (5) points each; for a total of 75 points.



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PROCUREMENT DIVISION**

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3. Any change(s) to the solicitation will be conveyed through the written addenda process. Read carefully and follow all instructions provided on any addendum, as well as the instructions provided in the original solicitation.

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**Transform your website, forms, and digital customer experience, without any custom code.**

**Los Alamos County, New Mexico**

**Request for Proposals ("RFP")**

**RFP Number: 21-32**

**RFP Name: Internet Website Replacement Project**

**Company Name: OpenCities**

**Contact name: Luke Norris**

**Contact email: Luke@OpenCities.com**

**Contact phone: 816.200.8925**

**Strictly Commercial – In Confidence**

**ATTACHMENT D**



## To the web team of the Los Alamos County,

OpenCities appreciates this opportunity to present our abilities to help Los Alamos County redesign, enhance, and host its municipal website to update its web presence and incorporate the latest web technology to make its site more transactional and mobile friendly. OpenCities knows that the **municipal website has become the digital front door to all municipal resources and departments**. We offer a **better approach to envisioning, building, maintaining, and growing your website**.

### Here is what you can expect from OpenCities

- OpenCities offers a complete package of services and technology that deliver an accessible, mobile-responsive, ADA-compliant, fully featured, and affordable website **without any custom development**.
- We have over 12 years of experience providing best practices for effective government websites.
- Our “Digital Services” approach to converting city websites to fully transactional digital services portals **has produced significant ROI for our government partners**.
  - Grand Rapids, Michigan **reduced walk-in traffic 20%** by launching 200+ digital services.
  - Orlando, Florida **increased customer satisfaction by 65%**.
- OpenCities puts the public and government employees together at the center of our solution.
- An active local government user community drives our product roadmap, ensuring that our technology is continually evolving in a way that creates ongoing value for our customers.
- OpenCities’ United States-based Customer Success team will guide your implementation to success. Bios of our team are included later in this document.

**Investing in OpenCities creates not just a short-term opportunity, it creates a long-term return on investment. Simply put, Los Alamos County will never be left with an outdated website or with the need to spend tens of thousands of dollars to redesign its site in the future.**

## Let us show you how other cities are realizing that we are better!

A user-friendly website for your citizens is great, but your site must also be easy to use for your technical and non-technical teams. OpenCities cannot wait to demonstrate to Los Alamos the flexibility of our platform and how we deliver great user experiences to your residents and government staff alike.

Increasingly, customers from industry giants are moving to OpenCities to benefit from our low-code, easy-to-use platform and the ongoing research and development that we provide clients as a part of our annual SaaS fee. Given your goals for a system that can **grow with you**, we urge you to let us show you what that means via a product demonstration. We also invite you to talk to our customers about the value OpenCities has created for them and their residents.

On behalf of OpenCities, thank you again for this opportunity for us to show Los Alamos County that OpenCities is the right choice for the future of your website solutions and hosting services. Feel free to contact me if there is any other information we can provide.

Sincerely,

A handwritten signature in black ink, appearing to read 'Luke Norris', with a stylized flourish at the end.

Luke Norris, Managing Director

Luke@OpenCities.com

816.200.8925

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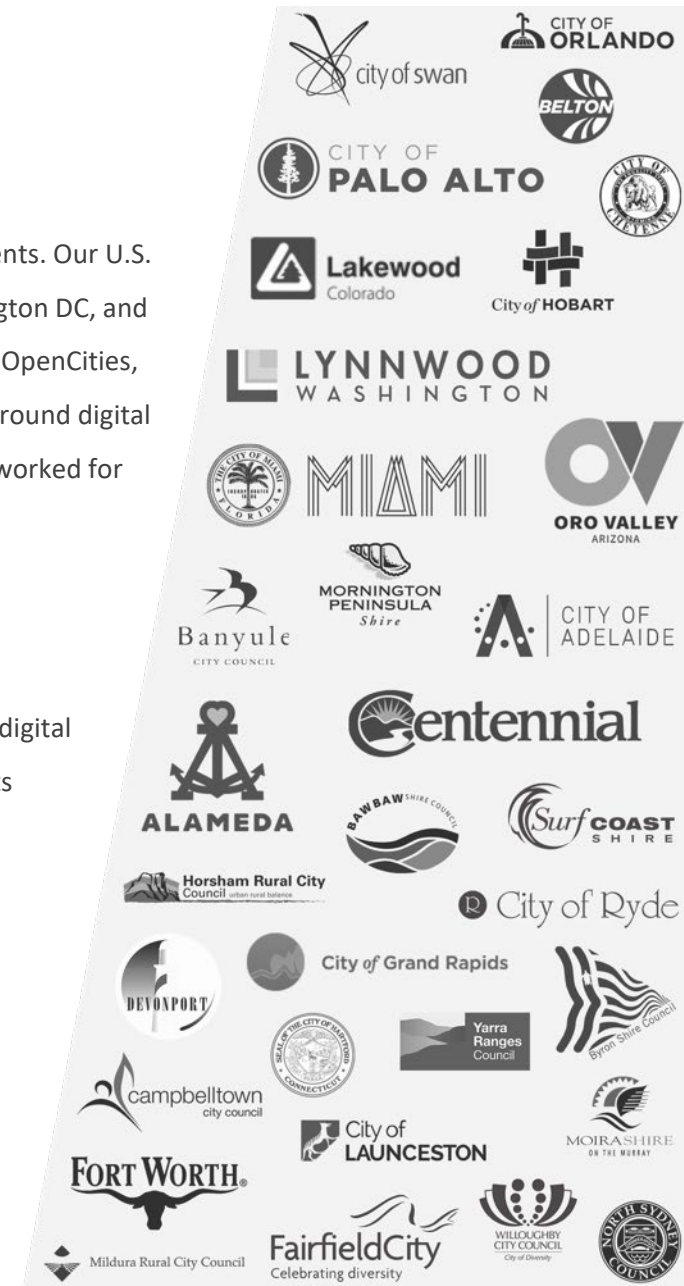
# 1. OpenCities Profile

## Company History

OpenCities was founded as SeamlessCMS in 2008 when we began building websites for local governments. Our U.S. operation is headquartered in Kansas City with key members located in Denver, San Francisco, Washington DC, and San Diego. Our United States leadership team is led by Luke Norris and Cynthia Francis. Prior to joining OpenCities, both Luke and Cynthia worked at the national nonprofit Code for America which helped lead the way around digital transformation in local government. Today our team includes over 50 staff, many of whom previously worked for 18F (the Federal Governments design agency) and various municipal governments.

## Target Markets

OpenCities focuses EXCLUSIVELY on supporting local governments by building websites, intranets, and digital services. Today, OpenCities powers more than 500 websites for over 120 cities and counties. Our clients range from several of the 10 largest cities in the United States to small cities and counties ranging from 10,000 to over 800,000 in population.



## Why We Work

OpenCities exists to help local governments serve better.

When we started this journey twelve years ago, we realized this vision by building custom city websites that put **resident needs at the front and center** of every design decision.

By making it easy for **everyone** in the community to find information and self-serve at any time of day on any device, we helped rebuild trust and satisfaction between local governments and their residents. But it did not last.

Influenced by consumer-grade digital, resident expectations of government websites and online services were evolving faster than cities and counties could possibly keep up with.

Recognizing how many cities faced the very same challenge, we had to find a way for cities to create digital experiences that would not expire. And not just big cities with big teams and budgets, but **every city**.

That is why we created OpenCities.

Our platform:

- evolves in step with the world's best in digital government, helping cities focus on applying proven best practices, rather than creating them.
- allows cities to collaborate, create, and share new digital ideas with each other, creating peer-to-peer communities of excellence, rather than cities going it alone.
- harnesses machine learning, helping users deliver better digital outcomes by making smart, data driven decisions.

OpenCities is more than just a CMS, it is an entirely new way of thinking about how your city approaches its digital customer experience.

## 2. References

Client	<b>Culver City, California</b>
Contact	Anissa DiVicente Webmaster 9770 Culver Blvd, Culver City, CA 90232 310.253.6094 anissa.divincente@culvercity.org
Web link	<a href="http://www.culvercity.org/Home">www.culvercity.org/Home</a>
Population	40,000
Description of services	Full web redesign of main site, bus site, police department site in addition to content migration
Project Dates	March 2020 – November 2020

Client	<b>Oro Valley, Arizona</b>
Contact	Misti Nowak Communications Administrator 11000 N. La Cañada Dr., Oro Valley, AZ 85737 520.229.4712 mnowak@orovalleyaz.gov
Web link	<a href="http://www.orovalleyaz.gov">www.orovalleyaz.gov</a>
Population	45,000
Description of services	Full website redesign and Digital Services Academy
Project Dates	Nov 2019 – May 2020

Client	<b>Centennial, Colorado</b>
Contact	<p>Kelly Ohaver</p> <p>Customer Experience Manager</p> <p>13133 E. Arapahoe Rd. Centennial, CO 80112</p> <p>303-325-8000</p> <p>kohaver@centennialco.gov</p>
Web link	CentennialCO.gov
Population	Approximately 110,000
Description of services	Full website redesign and staff intranet developed, as well as content migration
Project Dates	Dec 2018 – June 2019

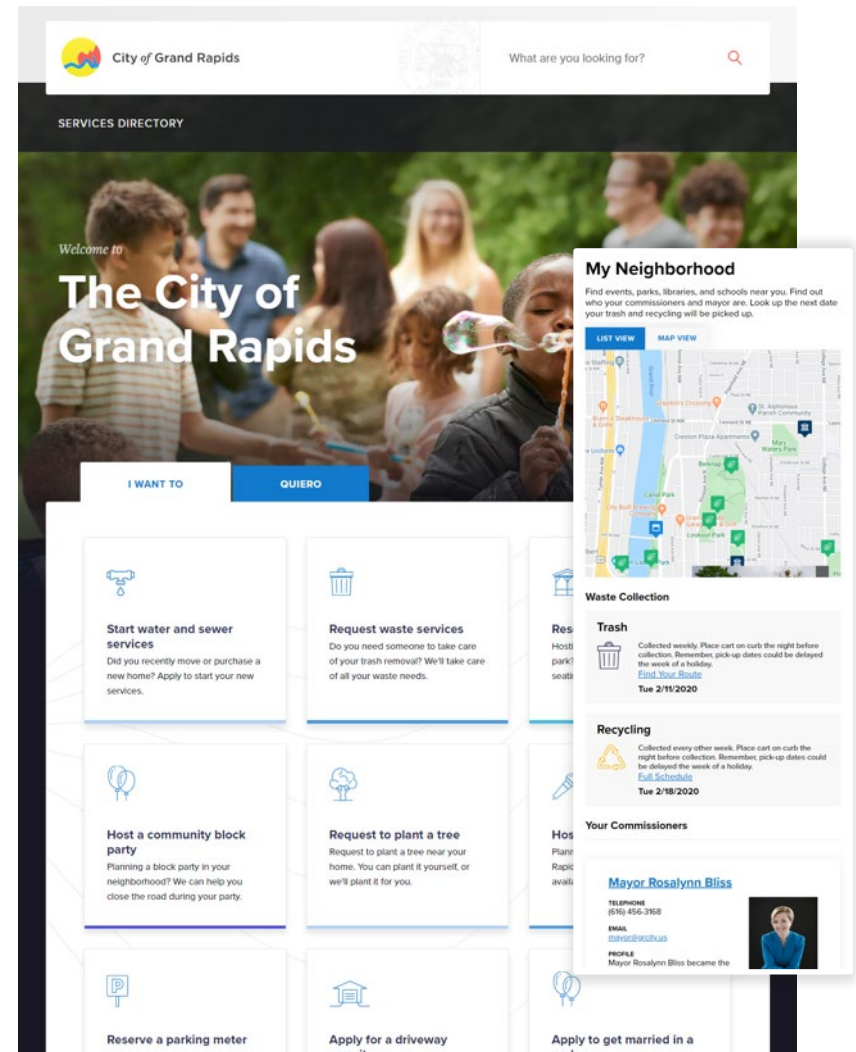
## CASE STUDY: GRAND RAPIDS

[www.grandrapidsmi.gov](http://www.grandrapidsmi.gov)

For this city of 192,000 residents, this website project was far from a business-as-usual initiative. Led by the Customer Service team, the city of Grand Rapids embarked on a website redesign process that put residents at the center of every decision.

Within 3 months of launch, the City saw a 79% shift from offline to online interactions for its popular request to turn on water. In the 9 months following, Grand Rapids was able to shift a further 235 services online, resulting in a 19% overall reduction of walk-ins to city hall, and a projection of \$9.2m in cost savings and new revenue.

[Watch](#) the story here.



## CASE STUDY: MIAMI

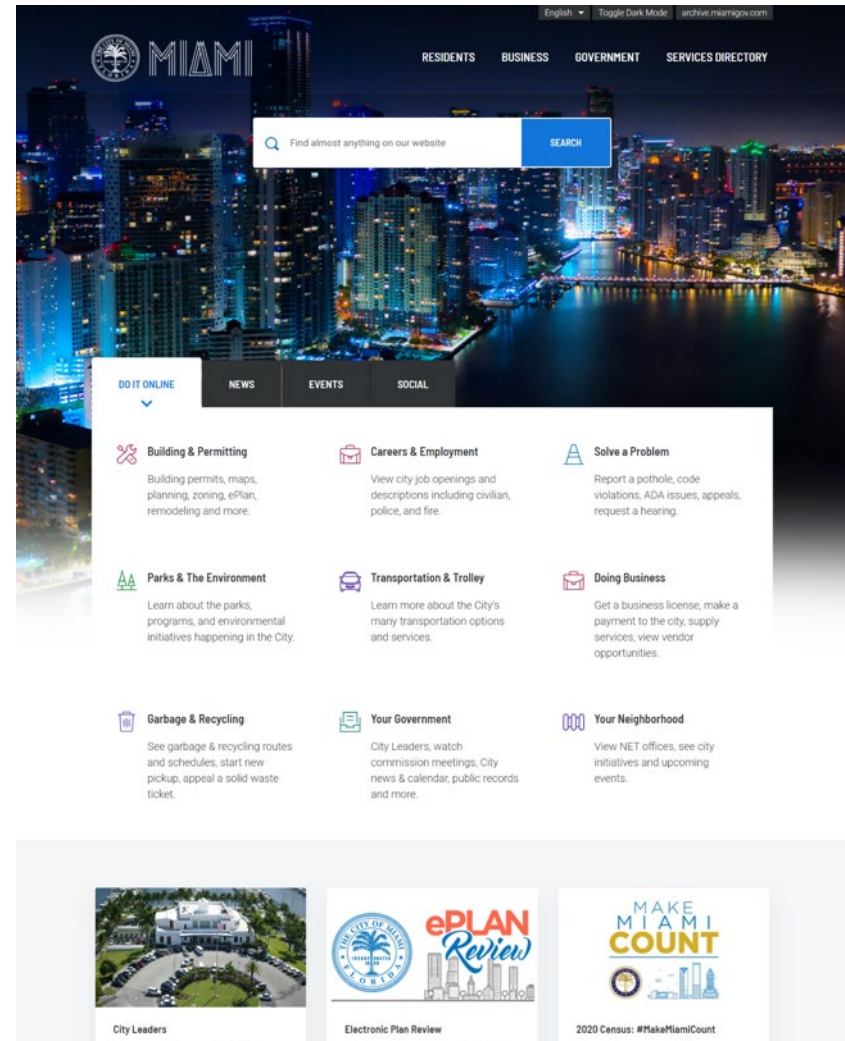
[www.miami.gov](http://www.miami.gov)

With a diverse community of over 450,000 residents, the City of Miami was challenged to deliver a new website that would be both useful and usable to everyone, regardless of age, technical ability, socioeconomic profile, or English proficiency.

Leveraging the OpenCities Digital Services Academy, combined with a phased launch process, the City of Miami revolutionized how it engaged with and delivered a new website for its community.

With the help of the Digital Services Academy, City staff learnt how to journey map common customer needs, and then simplify, digitize, and test new content and services with the community.

Starting with a limited, service focused Alpha site, which then evolved into a fully featured Beta website and ultimately replaced the legacy city website, City of Miami engaged its residents along the entire journey, resulting in a uniquely client-driven outcome.





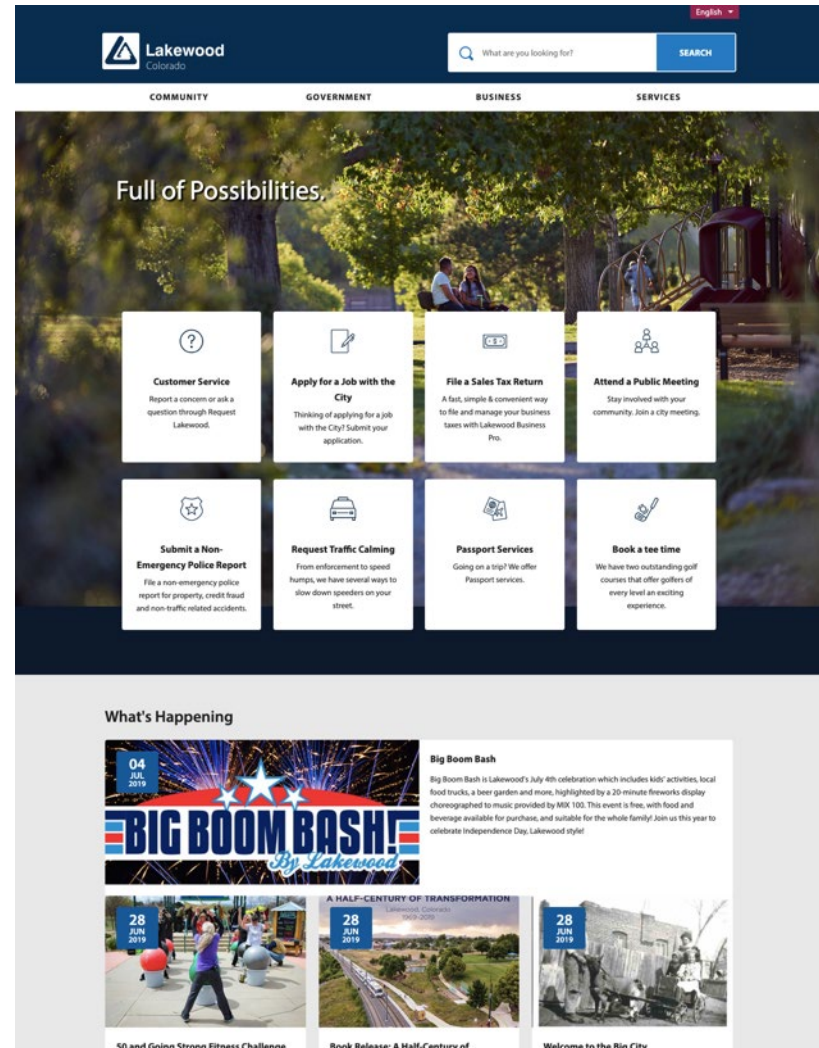
## CASE STUDY: LAKEWOOD

[www.lakewood.org](http://www.lakewood.org)

For many years, the City of Lakewood, Colorado had a website built on a CMS that was not user friendly, had a ton of custom code and very few people that knew how to update it. In 2017, the City learned its longtime CMS provider was stopping support of their current platform, and the only option the provider gave was to migrate content to the provider's new CMS for a price that was more than double the cost of acquiring a new site. Not upgrading meant running the risk of having unsupported technology, so they went to bid and selected OpenCities in November 2018.

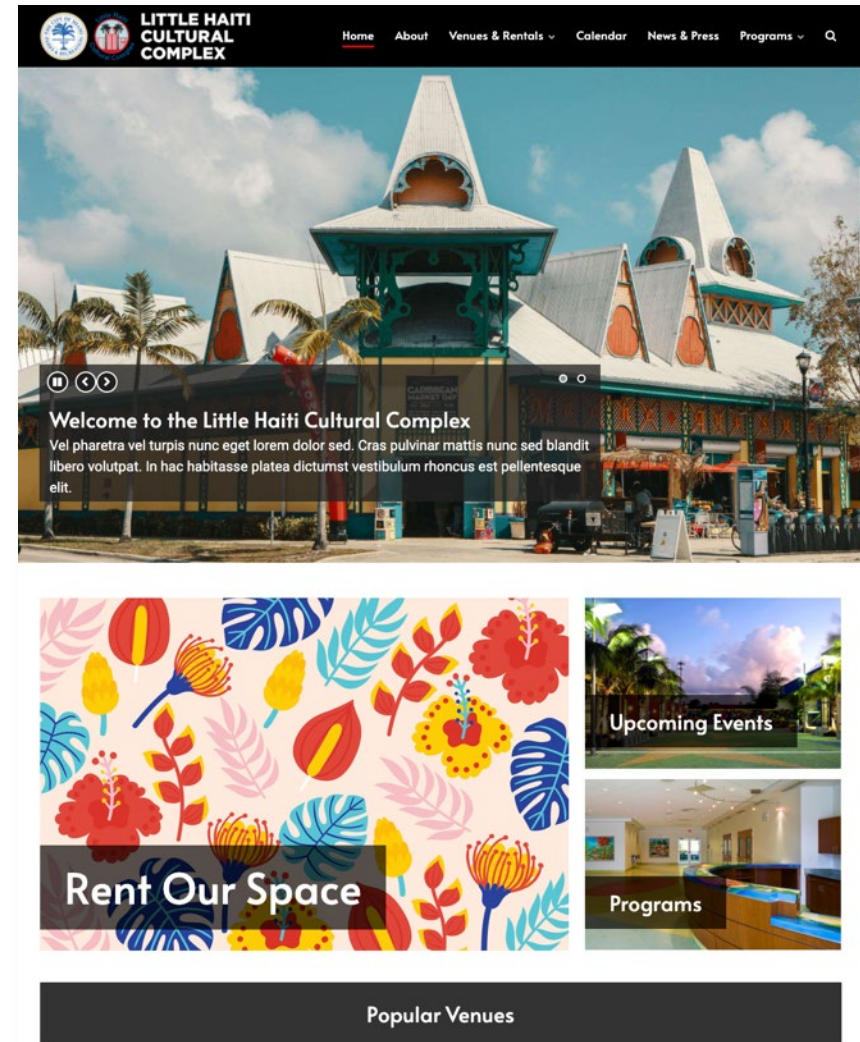
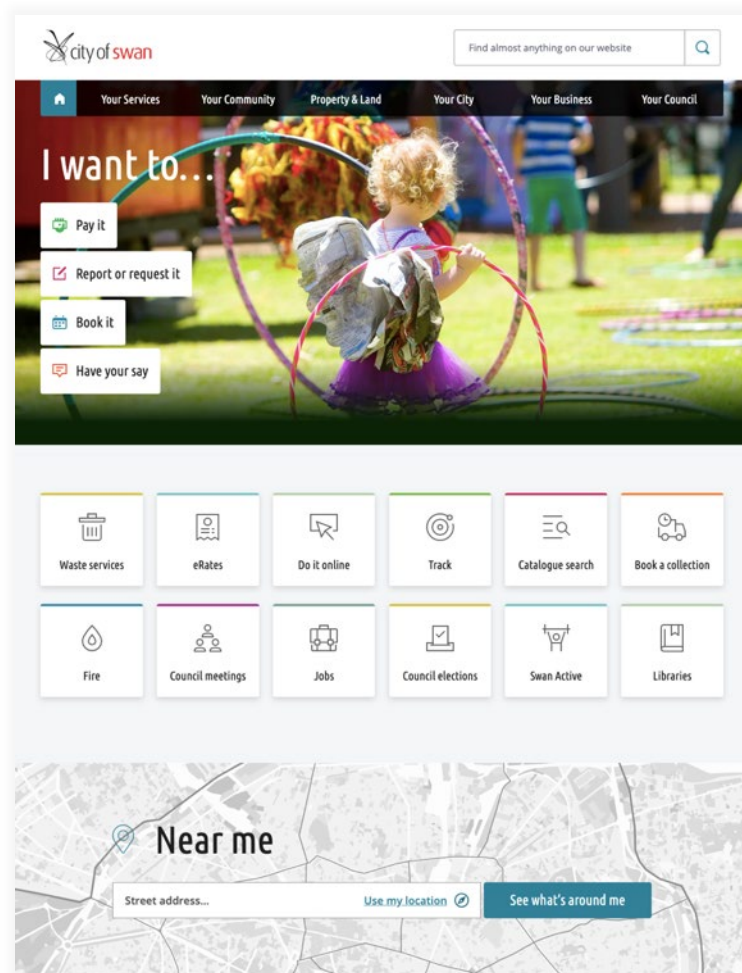
Lakewood liked OpenCities' easy-to-navigate publishing experience that required little to no custom code. Updating the website also required being at the city offices or using a remote connection that could be unreliable, so adding information about weather emergencies was challenging. With OpenCities' intuitive interface that is hosted in the cloud, Lakewood's staff was empowered to update any content they needed, in real time.

After launching the new website in June 2019, OpenCities went on to win the Pinnacle Award and the SiteImprove Most Accessible Website award at the National Association of Government Webmasters 2019 Annual Conference.

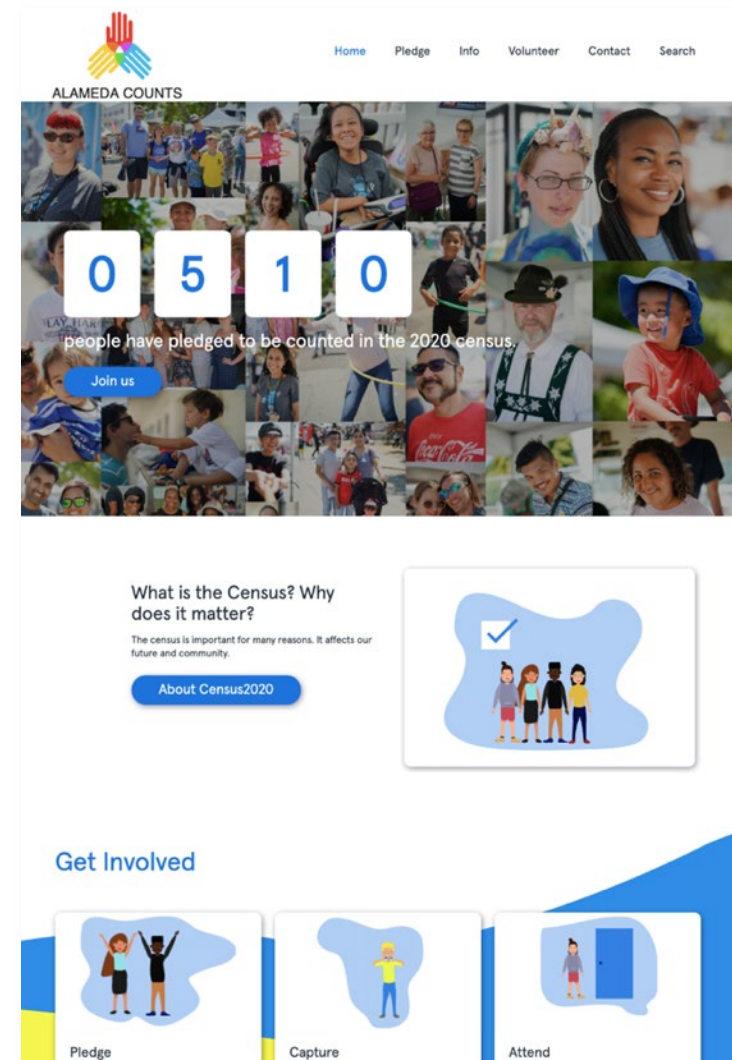
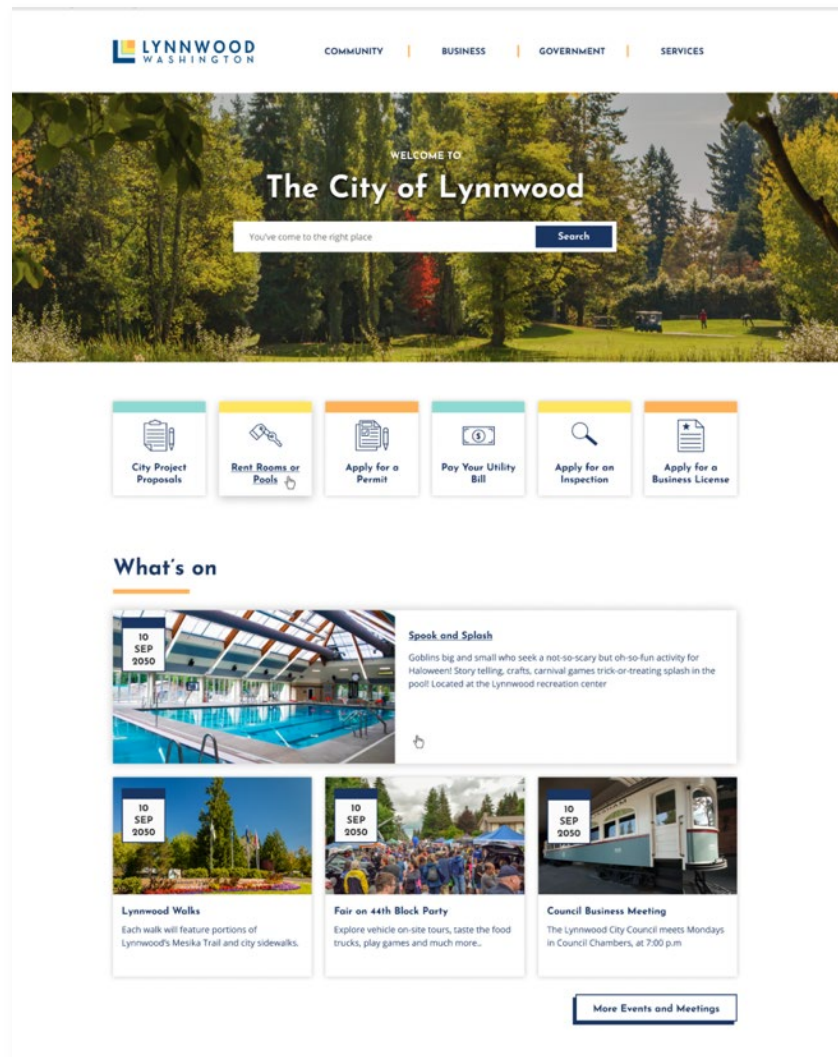


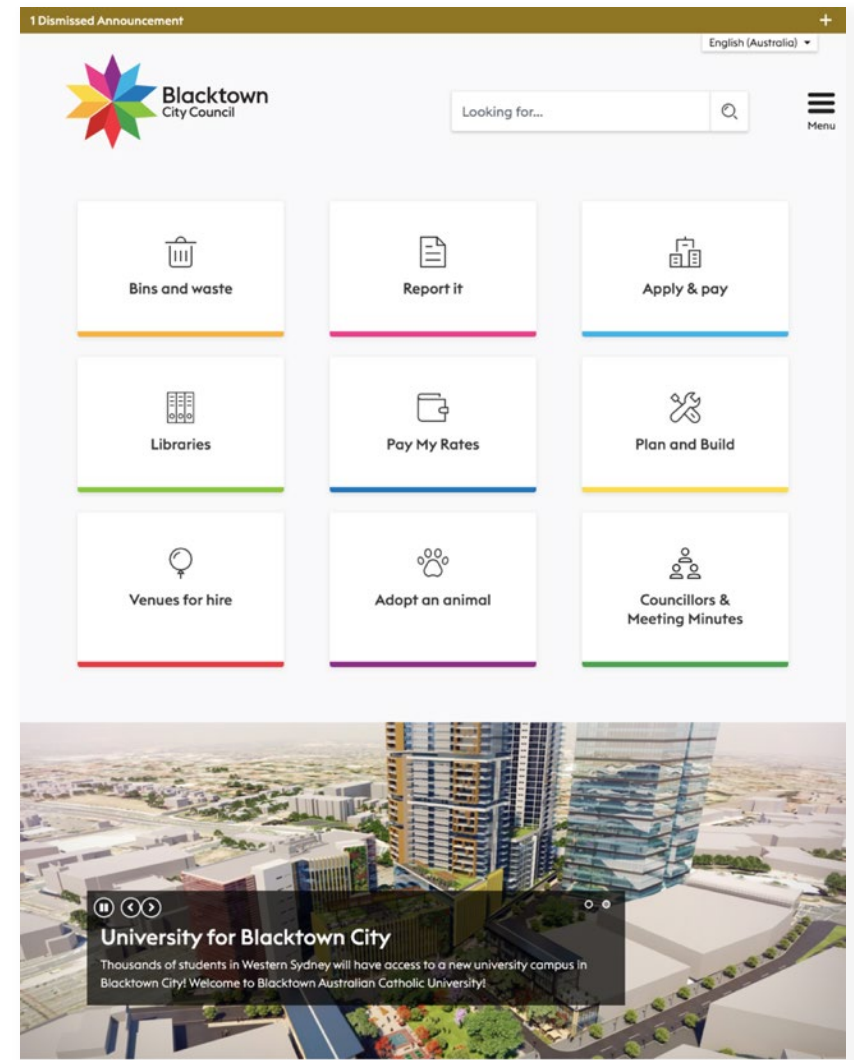
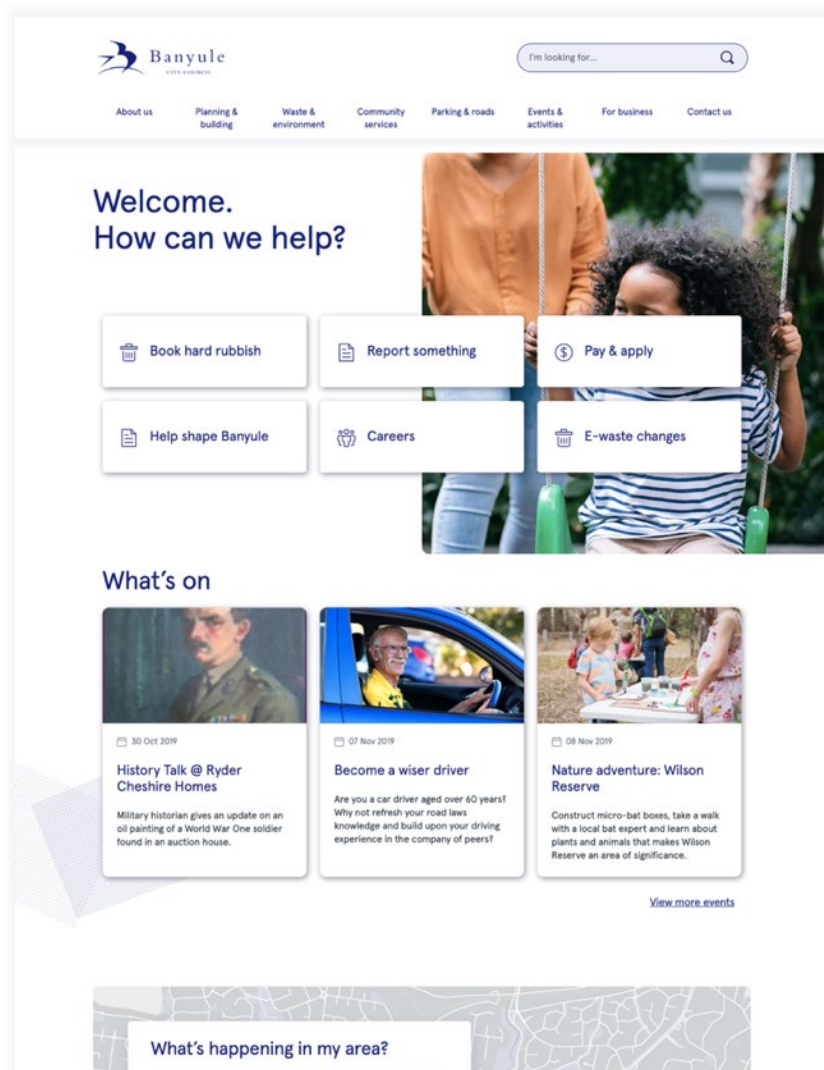
## Portfolio

OpenCities websites can vary drastically in look and feel while still maintaining their accessibility and mobile responsiveness. Some of our favorite visual examples are listed below:









## Organization Qualifications

### Recent Awards



In 2021, OpenCities was recognized as a GovTech 100 company for 2021. The GovTech 100 is the market-leading curation of the top 100 companies in gov tech released each year by Government Technology magazine.



In 2020, the City of Lynnwood and City of San Antonio each won **Project Experience Awards** from the **Center for Digital Government** for their Digital City Hall and Covid19 Response and Recovery Websites, respectively, each of which was built using OpenCities.



In 2019 OpenCities won several awards in partnership with the City of Lakewood including the **Pinnacle Award and SiteImprove Award** for the Most Accessible Website at the **National Association of Government Web Professionals** conference.



In 2018, OpenCities in partnership with the City of Grand Rapids won the **Pinnacle Award at the National Association of Government Web Professionals** conference.



In 2016, OpenCities won **2nd place** at a government technology pitch competition sponsored by the **US Conference of Mayors**; over 300 Mayors voted.

### 3. Cost

#### Annual Subscription Fee

Delivered as a managed cloud solution, the annual subscription fee includes:

- Enterprise grade Hosting, Security, Bandwidth (to limit) and Storage using Microsoft Azure Gov Data Center with 99.9% Services Level Agreement (SLA); DDOS mitigation
- Maintenance, upgrades, and new functionality (continuous releases)
- Accessibility commitment to global standard (WCAG 2.1 AA)
- Unlimited 24/7 telephone helpdesk for Priority level 1 severity issues
- Unlimited online helpdesk for all other support and issues per SLA
- Twice annual “check-up” with OpenCities customer success team to explore site improvements focused on enhancing your usability
- Access to Theme Builder to continually evolve your site design at no additional cost

<b>OpenCities Annual SaaS Main City Website + OpenForms Teams (3 users / 25 forms)</b>	\$12,000 per year
<b>TOTAL ANNUAL SUBSCRIPTION</b>	<b>\$12,000 per year</b>
<b>Optional: Imperva upgrade (WAF, BOT, DDOS, CDN)</b>	\$1,800 per year
<b>Optional: Upgrade to OpenForms Teams (20 users / 50 forms)</b>	\$1,500 per year
<b>Optional: Upgrade to OpenForms Enterprise Version with Workflow</b> 20 users/100 forms	\$4,500 per year
<b>Optional: Subsite License</b>	\$1,450 per subsite, per year
<b>Optional: AzureAD Single Sign On</b>	\$1,500 per year

## One Time Fees

One-time OpenCities setup fees are based on the level of assistance your City needs for its digital transformation. OpenCities includes in this cost the following services performed by our team:

- Virtual meetings for project initiation and workshopping
- Production of visual design for new City website
- Comprehensive site administrator and content publisher training
- Delivery of project subject to the Scope included in this proposal
- Consultation and coaching on governance, content creation and content migration

NOTE: No travel included. Project delivered virtually.

<b>Required: OpenCities Services Package</b> Configuration, project management, and support on best practices during project set up + launch, includes set up of main site.	\$15,000
<b>Required: OpenCities Training Package</b> Two training sessions for up to 20 staff each (content publishers, site admin, OpenForms).	\$2,000
<b>Required: OpenCities Enhanced Design Package</b> This package includes three design options, and up to five rounds of iteration, and internal page design.	\$10,000
<b>OpenCities Information Architecture Package</b> OpenCities uses the data from your City to design an information architecture that helps you serve better.	\$7,500

<b>Optional: Content Migration</b> Estimated price based on 800 pages* migrated plus up to 2000 documents/images migrated (following proposed AIM process). Additional content migration: \$5 per page, \$2 per image/document. *See content migration section scope.	Estimated \$8,000
<b>TOTAL ONE TIME SET UP FEES With Content Migration estimate, excluding the options below.</b>	<b>\$42,500</b>
<b>Optional: Subsite Design Service</b> <ol style="list-style-type: none"> <li>1. Implement same theme as main city site with different colors, styles</li> <li>2. Unique subsite design (two designs, up to three rounds of iteration)</li> </ol>	\$3,000 per site \$5,000 per site
<b>Optional: Writing for The Web Workshop</b> – up to 25 people	\$900/session

## Total Fees – without any options listed above

<b>One Time Set Up Fee:</b> includes \$8000 estimate for Content Migration	<b>\$42,500</b>
<b>Year 1-3 Annual SaaS Fee</b>	<b>\$12,000 per year</b>
<b>Year 4-7 Annual SaaS Fee</b>	<b>\$13,000 per year</b>
<b>Total 7 Year Cost of Ownership</b>	<b>\$130,500</b>



## 4. Design Process

OpenCities begins each design process with a client with the Design Values Workshop. During this half-day workshop, we'll invite members of the community and city staff to brainstorm what values the city wants their new website to reflect (as well as what associations they want to avoid) and what design elements are important to the city. From there, our designers start working to develop initial sketches and designs. The Enhanced Design package includes three design options, of which the city will choose one to then go through five rounds of iteration to land on the finalized design.

The design will be translated into a digital brand through our platform's Theme Builder – an internal design wizard that allows even the least tech-savvy people to update the basic elements of the visual design without custom code. This means once the site is launched, we've allowed cities to retain full ownership of their design, while OpenCities maintains the platform itself which is continually updated and upgraded to meet changing ADA, browser, and device technology. There is no redesign timeline – the city can update or change the look and feel of the website whenever they like without cost or choose to hire OpenCities for a more advanced refresh down the road whenever they want.

OpenCities solutions are built around the needs of your users. We do not go behind closed doors for the duration of the project with a big “ta-da” at the end. Our work results in turning clever ideas into great products by building, sharing, and iterating. We advocate for an approach to build on existing work. Our CMS gives you the ability to consistently communicate your services and highlight your full range of programs and services to empower and connect users with relevant informational resources.

OpenCities has evolved in step with the world's best in digital government and our CMS applies proven best practices. We continually refine our technology and onboarding process through our experience partnering with local governments just like yours. For your engagement, you will be assigned an experienced project manager and complementing project team, who leverage an agile implementation approach supported by a simple online project management dashboard that makes it easy for everyone to track project status.

And perhaps most importantly, we understand that building a website is just step one — the County will be maintaining and developing it for years to come. Our team is grounded in the “teaching to fish” philosophy. We are ready to provide whatever training and expert guidance your team needs to develop the in-house skills and know-how to run a user-centered site.

## Principles

OpenCities uses **user-centered design** principals to create **digital services** that provide self-service options for your community, rather than just migrating current content to a more beautiful container. This approach increases satisfaction and trust in government for your residents, businesses, and visitors.

OpenCities uses **data driven decision making**. We are uniquely positioned to learn from real world behavior by looking at how existing services are used in your city, as well as across all our customers.

**If you cannot find it, you cannot use it!** We believe that site visitors should not have to know how local government operates to find the information and services they seek. A powerful predictive search engine using natural language and a clear set of top tasks **at a glance** on the homepage mean most users find what they need in one click. Your county’s tasks are prioritized by YOUR usage data (not extrapolated from aggregate data).

OpenCities is **mobile first**, and our product templates and your content are tested for **accessibility** and **readability**. OpenCities offers a selection of tested and proven content templates that create better digital experiences for your users. Every pattern in **OpenCities meets the high accessibility standards outlined in WCAG 2.1 AA and Section 508** and use responsive mobile ready frameworks. Our patterns and designs are easy to adapt to support the diverse scope and needs of government digital services.

OpenCities provides **training and governance workshops** specifically tailored to each type of government user. Our robust **online support** and **product feedback** portal encourage your staff’s participation in our ongoing product improvement.



OpenCities gives government staff the tools and appropriate **workflow and permissions** to change homepage images and look-and-feel, add forms and services, add CSS to the site when or where it is needed, and manage the pages and navigation of their site without coming back to our team for changes or ongoing development.

## Government Platform Standards

OpenCities is delivered as Software as a Service. The annual SaaS fee includes ubiquitous platform updates, quarterly (or more) releases, bug fixes and patches, secure cloud hosting in the Microsoft Azure Government Cloud, a 24/7/365 Services Level Agreement, and unlimited customer support. Our websites are only available via HTTPS to provide you the most enhanced security. Plus, you will benefit from Imperva's leading CDN, WAF, BOT and DDOS.

## Accessibility Compliance

OpenCities is the only local gov website platform service portal to validate our entire solution against the highest level of ADA compliance - WCAG 2.1 AA. Rather than solely depending on automated accessibility testing, every function in OpenCities is tested by real humans at Vision Australia (a non-profit organization that provides services for people with blindness and low vision), to ensure our platform meets the highest WCAG 2.1 AA accessibility standards.

Built to be mobile first, OpenCities does not just scale the website down to mobile, it fully leverages device capabilities such as swipe gestures, GPS location, and camera to reward mobile users with a more 'app like' experience. And as part of our quarterly upgrades, your website will automatically adapt to ensure a modern and up to date experience on new devices and web browsers.

OpenCities empowers a truly universal content experience while reducing content management effort, by allowing you to professionally translate critical instructional content, and using our auto-translate for everything else. What is more, translation applies not just to the content within a page, but to the entire website experience –from buttons and forms, to the search experience, ensuring your visitors can successfully navigate the entire website in their preferred language.

## Maintenance and Upgrades

As a SaaS platform, you do not need to setup and manage development or testing environments when receiving version upgrades or testing-out new functionality. Because everything we release does not introduce custom coding, OpenCities delivers an agile plug and play model that allows you to safely iterate your site within a single environment.

Application releases operate on a monthly cycle. All OpenCities customers receive updates to their application when a general release is available during a maintenance window. Security updates are applied on a weekly basis during a maintenance window, except for critical updates that may be deployed at the discretion of OpenCities as per Agreement. OpenCities will notify you prior to each release update, with all updates occurring outside of core business hours. Security updates may be applied between 2-3am PDT on Monday of each week.

OpenCities application servers are hardened with only required resources available to maintain and access the services provided. Network Security Groups are assigned to each tenancy to restrict the flow of traffic in and out of a customer server. All support and maintenance is conducted via a dedicated back channel network, which is only visible and accessible to privileged level OpenCities staff.

## Continuous release cycle

OpenCities releases on a continuous basis, shipping regularly as increments big and small are ready.

This approach allows OpenCities to deliver value throughout the year as soon as it is available to customers, working on the highest value and most in demand features at any one time. These features and enhancements are always informed by and prioritized in part by feedback of our user community.

## Next year of releases

Forward looking and for your awareness the [OpenCities roadmap has been published online](#). (CONFIDENTIAL / MUST BE REDACTED)

Key improvements and features across our roadmap candidates comprise powerful form submission processing tools, survey-like reporting, integrations, deeper insights and analytics, stronger community engagement and forms marketplaces.

## Releases over the past year

Historically releases have been automatically deployed to the cloud at least once every three months. The past calendar year of releases have comprised:

### **October 2020 – New integrations and templates**

Highlights: Integration with Eventbrite and Okta authentication; new template options that include side bars on general pages; a new language.

### **May 2020 - Process form submissions**

Highlights include Workflow for responses, access to files without logging in, theme updates and autofill support.

### **February 2020 - WCAG 2.1 AA improvements to help you stay ahead of evolving standards**

Highlights WCAG 2.1 AA improvements, keep residents in the loop with cancelled events, get help where you need it, sign on across multiple sites with Azure AD, Publicize news, events and more with Related Content.

### **November 2019 - Track form performance with Analytics and Insights.**

Highlights include Analytics, answer piping, a Content field and text editor, expanded data connections and more.

### **September 2019 - Insights dashboard**

Highlights include insights dashboard presenting a range of analytics data, featured sections, bids and tenders module, utility bar for the homepage header, new layout options

### **July 2019 - View management chains at a glance with org charts**

Highlights include Org Chart module for intranets, Accordions and tabs for body content, Multi-location events, opening hours across location specific content types, manage your own Azure Active Directory connections.

## API enabled

We recognize that our platform is only one part of your technology ecosystem, and for the ecosystem to work effectively, systems need to speak to each other. That is why OpenCities offers an open and flexible interface that can integrate with other systems and sources, with out-of-the-box connectors for many popular local government systems and documented APIs for custom integrations when needed.

### DMS Connector

Ensure your community is acting on the most accurate and up to date documents. Our DMS connector allows you to synchronize files from TechnologyOne ECM, TRIM CM, Objective DMS with OpenCities, creating a single source of truth

### Payment gateway connector

Connect to your preferred payment gateway. With support for many of the most common payment gateways used by Local Governments, OpenCities makes it easy to setup online payment forms that can be reconciled with your financial systems

### Active Directory Connector

Authenticate OpenCities admin users and control their permissions based on your Azure based AD.

### CRM APIs

Share between OpenForms and your CRM system. Push data into your CRM without requiring customer service teams to manually rekey requests. Pull data from your CRM to pre-fill fields and simplify form completion for customers

### Maps APIs

Using our Maps API, you can draw in trash pick-up schedules from your GIS system. Use plot content from your GIS system onto OpenCities Maps. Showcase road works, projects and closures as pins or lines

### Content APIs

Publish pages and lists dynamically based on information sets in your internal systems. Showcase development applications

## 5. Features

### OpenCities Capabilities

The most direct interactions between people and government happen at the local level. When is my next trash collection? Please repair this pothole. How do I get a permit?

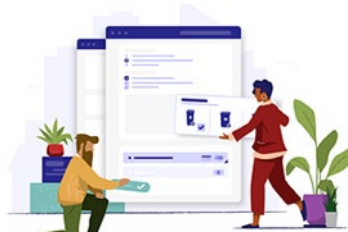
Every day local government processes thousands of these requests, and the more that people engage with their city online, the more the website becomes the digital front door to the city. Built with and for local governments, OpenCities provides all the functionality a city needs to help customers with every step of their journey.

We build:



#### Websites

Create beautiful, customer-focused websites that make it easy for people to find what they need.



#### Forms

Convert PDFs and offline processes into simple, intuitive digital services anyone can use.



#### Intranets

Empower staff with an intranet that helps them better serve themselves, and their community.

With a code-free, drag and drop approach to digitizing every stage of your customer journey, OpenCities empowers governments of every size to create a world class digital experience, in a fraction of the time, cost, and effort of traditional website and service transformation projects.

And as a Software as a Service (SaaS) platform that powers millions of resident-government interactions, OpenCities leverages our data and knowledge to optimize your customer experience and provide your staff with tools to **easily update your website as your needs evolve.**

## Technical Specifications

A. General Specifications and Functionality:	
1. A common and consistent user experience throughout.	This is core to the OpenCities philosophy. Our team will work with you throughout the entire process to ensure that not only does your visual presentation flow consistently throughout the site, but that the content and navigation make sense to your users. We'll empower your staff to write better content for government websites, to design services that allow a resident to confidently complete a task from start to finish online, and to trust that the information they're receiving is accurate and up to date.
2. A focus on taxpayer/customer service with easy access to the services provided by the County.	Every function in OpenCities is independently tested and validated to comply with the highest level of WCAG 2.1 AA / Section 508 ADA accessibility standards. As a SaaS solution, your City also benefits from continuous testing against new accessibility standards as they are released, to ensure your City always remains up to date, at no additional cost.
3. A Content Management System ("CMS") that is simple, straightforward, and allows County staff to easily update content through a web interface with administrative controls that will allow for multiuser authoring, reviewing, and publishing.	OpenCities is built to be user-friendly for the least tech-savvy of content owners, while allowing the flexibility to be customized and built upon by those with advanced technical knowledge. Users can be limited to only certain functions based on their roles and permissions, and a robust workflow feature allows for content to be proofread and approved by a reviewer before going live on the site. OpenCities contains powerful widgets called Content Lists that generate dynamic content based on the type, date or label and reduce the amount of upkeep responsibility for your staff. Each page of content contains the ability to check for broken links, misspellings, and technical accessibility issues (like missing alt text or improper use of headers), add custom metadata (although our content types are already optimized for search engines), dynamically generate a site map and breadcrumbs and restore previous versions of the content if necessary. The ability to share content within a site means that you can manage the information in once place while presenting it in multiple places. For important sections of your site, the Featured Section function allows you to group pages of content together, display a secondary navigation, and apply a custom logo and background image. This ensures that your content stands out while maintaining the global navigation and important design through-lines. For any third-party content, you can easily embed and iframe that content into an OpenCities webpage. Lastly, our insights dashboard does more than just provide you with numbers and data, it provides helpful suggestions for where content might be missing on the site and what content deserves to be on your homepage.

a. The CMS will also need to allow County administrators the ability to easily modify all elements of the site design layout after the initial launch.	The OpenCities Themes Manager allows staff with appropriate skills and permissions to access the visual look and feel of the website, allowing you to change colors, styles, borders, etc., including adding your own CSS to the design after launch. We believe your site should never really be “finished” and we empower you to continue iterating your content and design throughout your lifecycle as an OpenCities client.
b. The CMS system must have a method for keeping and maintaining usernames/passwords using strong encryption algorithms in a secure manner.	All OpenCities data within Microsoft Azure storage services is set for encryption in transit and unique storage keys are employed for encryption of all data storage at rest.
c. The ability to assign role-based permissions and granular access control (per page, site, group of sites etc.).	Site managers can control granular levels of permission for a range of system features, from publishing rights, to section access, workflow rights and much more. Role permissions are setup via a simple checkbox approach, and then applied to individual users.
d. The CMS should keep each department’s/service content separate from others to maintain accessibility and avoid rework if any portion becomes inaccessible for any reason.	OpenCities can publish departmental landing pages showcasing department specific information, news, events, services, calendars, and more. Department pages can also be branded with department specific logos, sub-navigation, and color schemes, providing each department with a greater level of control over their section. It also includes a structured content section to consistently display contact information for each page.
4. The ability to incorporate County branding and/or integrate third party web applications and widgets.	We recognize that our platform is only one part of your technology ecosystem, and for that ecosystem to work effectively, systems need to speak to each other. That is why OpenCities provides an open and flexible interface that can integrate with other systems and data sources, with out-of-the-box connectors for many most popular local government systems and fully documented APIs for custom integrations when needed.

<p>5. Integration of social media feeds including (but not limited to) Twitter, Facebook, Pinterest, YouTube, and Instagram. The County's preference is to update social media site automatically with content generated on the County's site (one-way push).</p>	<p>OpenCities can push content published in our system to your social media platforms via IFTTT, or pull content from your Facebook &amp; Twitter and publish it in-line with your website content. You have full control of settings including channels you pull from, how many items, how they are visually laid out, and visual styling to match your website.</p>
<p>6. Robust digital communications via an email subscription system that will allow users to sign up for updates from the website.</p> <p>a. This should seamlessly integrate within the CMS &amp; social media.</p> <p>b. The ability for an advanced selective email subscription system. For example, an end user may only want to subscribe to updates about projects or job opportunities. Explain the technology used including setup of email distribution system.</p> <p>c. The ability to subscribe to and send multiple newsletters created within the CMS.</p>	<p>Residents can subscribe to content and notifications on an OpenCities website in two different ways:</p> <p>Search subscriptions – Residents can choose a topic or keyword search (such as children friendly events, environmental related news, projects, new job opportunities, etc.) to subscribe to and will receive a daily digest of new content on the site that meets their subscription criteria.</p> <p>Page subscriptions – Residents can subscribe to individual pages and be notified by email any time that page has been updated.</p> <p>For the purposes of producing curated eNewsletters, OpenCities works with MailChimp forms, which are recognized as the industry leaders in eNewsletters. Embedding subscription forms for these eNewsletters is enabled with the help of embed codes added to the desired site section.</p> <p>Finally, our roadmap includes enhancements to this feature that will result in a much more robust communications tool and we'd be happy to share more of this information during an interview.</p>



<p>7. The ability to support multiple calendars in one site as well as a master calendar, for example a County meeting calendar and a community events calendar, and sort by demographics or departments, with easy to use options for County Staff to add multiple events in one upload.</p>	<p>Create beautiful calendar views from any of your time-bound content such as events, works, projects, initiatives, as well as content sub-filters (for example, the ability to filter an events-based calendar by sub-topics such as sports, children's events, cultural events, etc.). These calendars can be viewed by list, week, or month.</p>
<p>8. The ability to create online, submittal web forms dynamically and change existing ones for submission to any County Staff via email with or without saving the form content on the hosting server.</p>	<p>The OpenForms form builder provides an easy to use, drag and drop style interface to enable users of varying technical proficiencies to build beautiful, responsive, and accessible forms. OpenForms Enterprise also offers our workflow feature, please refer to our Solution Overview section for more information.</p>
<p>9. The ability for County staff to audit all changes to the site.</p>	<p>OpenCities complies with record keeping best practices by maintaining a complete audit trail of all content revisions, as well as the ability to run comprehensive reports on users, actions they have taken (create, update, delete, etc.), for the components they've used (workflow, page, setting, etc.) and dates.</p>
<p>10. The ability to add “sub-sites” of similar look and feel to the County’s main site losalamosnm.us and/or of completely different look and feel at the County’s discretion. These sites may be a subdomain of the County’s existing domain such as abc.losalamosnm.us or as a completely new domain. The County owns AtomicCityTransit.com and wherediscoveriesaremade.com</p>	<p>You can create and manage subsites for your departments without custom web development. Using the site wizard (requires purchasing an additional subsite license), you can select what functions your new site needs, create a visual design (or purchase a design package from OpenCities for that subsite) that addresses the creative and layout needs of the department, setup publishers and permissions, and start entering content within a matter of days.</p>

11. A “links” page with a redirection disclaimer prior to exiting the site.	This feature is not available out of the box however it can be configured with the use of a JavaScript plugin. We encourage our clients, however, to reconsider this requirement due to the impact it has on user experience, especially for those on mobile devices or using screen readers.
12. Ability to host audio and video files for streaming and/or download.	Zip and bulk import, categorize and manage thousands of digital assets in one convenient location. You can store documents, images, and videos, each with full lifecycle management, version history, usage reports and more. Granular permissions can be applied to control which files are available for specific sites.
13. Capability to create, organize, manage and publish various online Forms/Document Libraries.	The OpenForms form builder provides an easy to use, drag and drop style interface to enable users of varying technical proficiencies to build beautiful, responsive, and accessible forms. OpenForms Enterprise also offers our workflow feature, please refer to our Solution Overview section for more information.
14. Manageable Photo and Video Gallery via web interface.	Using the OpenCities File Library, publishers can bulk upload, management and touch up images in a central library that can be assigned to a specific site or used across multiple sites. Images are lifecycle and version managed, making it easy to manage large image libraries. OpenCities also features built-in image cropping, resizing, and basic touch ups. By default, OpenCities auto-optimizes image for different devices and destinations, and incorporates a smart-crop, the ability to crop images to a consistent size, whilst also cropping to focus on the area of interest in the image.
15. Ability to display or hide an emergency or highlight alert banner on main page is required.	Using the announcements banner, you can broadcast emergency announcements that appear prominently across the top of the entire website, or within selected sections of the site. With the added ability to define color coded severity levels, these announcements can be dismissible, or locked and anchored in case of severe emergencies. When added to a page it can prompt a notification emailed to subscribers.
16. Multiple language support via a Translate option on the home page.	OpenCities allows you to curate multilingual versions of content that is too important to be auto translated, and fallback to Google Translate for all other, non-critical content. The multilingual experience extends across the entire site experience, from buttons to nav menus, ensuring your website is truly universal and accessible to more people.
17. Must allow for custom applications developed by County staff to interface with County enterprise systems.	OpenCities and OpenForms have an API library made available to your development team to build custom applications to interface with your enterprise systems.

18. Must accommodate MUNIS and OpenGov products within iFrames for seamless integration.	OpenCities provides an iFrame template, specifically designed to offer the widest real-estate for you embedding and presentation of third-party applications. Please note, external apps embedded via iFrame are not natively responsive.
19. Capability to archive, prioritize, sort and retrieve the most recent information about a topic or project.	Publishers can schedule a future content expiry date and time, ensuring older content is removed from the site to minimize content clutter, while still making the content available in the back end within the archived content section.
<b>B. Automatic Backups/SLA:</b>	
1. The site should have automated backups and appropriate redundancies with a minimum of two (2) servers in dispersed geographic locations within the US.	By partnering with Microsoft Azure Government, OpenCities provides a superior service that delivers world class security, privacy, and scalability. Our service provides full redundancy and twice daily backups, supported by a 99.9% SLA guarantee.
2. Selected contractor must schedule server maintenance/updates, and up/down times with the County.	Application releases operate on a monthly cycle. All OpenCities customers receive updates to their application when a general release is available during a maintenance window. Security updates are applied on a weekly basis during a maintenance window, except for critical updates that may be deployed at the discretion of OpenCities as per Agreement. OpenCities will notify you prior to each release update, with all updates occurring outside of core business hours. Security updates may be applied between 2-3am PDT on Monday of each week.
3. Selected contractor must provide at least 99.99% uptime of the site. Offerors must list any deviation from this service level agreement in their response.	Our hosting provides a comprehensive uptime guarantee with monthly rebates if we do not meet our commitments. OpenCities provides 99.9% uptime availability, calculated monthly. In a typical 30 day/720-hour month, this equates to no more than 1 hour of downtime per month (not inclusive of scheduled maintenance and emergency maintenance).
<b>C. Search Capability:</b>	

1. All content on the site, inclusive of PDF documents, web pages, etc. will be indexed and available for search through a site provided search tool to appear on all pages.	The OpenCities search indexes content within document (provided the content is machine readable). This means a more complete search experience for users.
2. The site must be optimized for all search engines and provide the needed metadata and structure for SEO.	One of the benefits of OpenCities is that its already optimized for search engines and automatically pushes an up-to-date sitemap to popular search engines Google and Bing on a daily basis. This means that as long as you write add site metadata and write meaningful content, your site should be visible in search engine results.
3. Site search results should provide the ability for filter and sort.	Search results can be filtered and sorted.
<b>D. RSS Feeds:</b>	
The site should have the ability for end users to subscribe to RSS feeds where appropriate (ex. An RSS feed for “County News,” a separate RSS feed for Bid Opportunities, Jobs etc.).	OpenCities outputs content to IFTTT, which can then transform and output to other channels. We also have the ability for people to subscribe directly to any list view (i.e. news, events, etc.) using our subscription feature.
<b>E. Design and Information Architecture:</b>	
1. Proposer should include plans to review existing Google Analytics data as one of their criteria in recommending pages to keep, refresh/update or eliminate	OpenCities will review existing Google Analytics data during phase 1 of our implementation.

2. Site must employ best practices around design, navigation, usability and overall user experience.	As a SaaS solution that powers hundreds of government sites across the world, OpenCities continually researches, tests, and productizes best practices, to ensure your website benefits from the most current trends in user experience design, works across all common browsers and devices, and guarantees every function is accessible and bug-free. Combined with unlimited warranty for all system functionality, you do not need to worry about costly and time-consuming functional testing. Every OpenCities version upgrade is comprehensively tested by our Quality Assurance team before release to ensure your website provides an optimal experience.
3. Usability testing shall be conducted, which could include a “secret shopper” test and report. The secret shopper will be a County staff member who will use a script as an outline for the test.	County staff invites any user testing you deem relevant. As a SaaS platform, you do not need to setup and manage development or testing environments when receiving version upgrades or testing-out new functionality. Because everything we release does not introduce custom coding, OpenCities delivers an agile plug and play model that allows you to safely iterate your site within a single environment.
4. Look/feel and navigation must be intuitive and consistent to County citizens.	We will ensure this is achieved as part of the Design Values Workshop, outlined in the design section.
5. Proposer should include description of technology tools and platforms utilized to create and maintain the site.	OpenCities and OpenForms are a proprietary, SaaS model platform and as such there is no responsibility on the client to build or maintain the site. You can install your own custom codes, such as JavaScript, html, CSS, jQuery as you like to customize the platform.
6. Proposer should include description of technology tools to assist in migration of current site content.	OpenCities’ content migration information is part of our Project Phase 2 section in this document.
<b>F. ADA Considerations:</b>	
Web site shall comply with current ADA legislative requirements both at the State, New Mexico, and Federal levels.	Every function in OpenCities is independently tested and validated to comply with the highest level of WCAG 2.1 AA / Section 508 ADA accessibility standards. As a SaaS solution, your City also benefits from continuous testing against new accessibility standards as they are released, to ensure your City always remains up to date, at no additional cost.
<b>G. Optional Functionality:</b>	

1. Citizen Service Requests to include submission, routing and notification back to the citizen when completed.	OpenCities and OpenForms can provide a simple citizen request solution that makes it easy for residents to submit requests. Built as a mobile first solution, your users will not require an app.
a. This must include a mobile application to be available across device platforms.	OpenCities and OpenForms are built mobile first to bypass the need for a mobile app and avoid maintaining content in multiple places.
b. System must allow for attachments to be added.	OpenForms allows for attachments such as images and documents.
c. The system must include customer issue resolution tracking so we can run reports on status of issues submitted by customers.	OpenForms Workflow provides the ability to update the status of a request and track its progress through a resolution process. Reporting is also available on workflows.
d. Please describe the GIS functionality within this module.	Any content that uses an address field (i.e. event, park, facilities, project, closure, development applications) can be automatically pinned to a Google Map without any extra steps by publishers.
e. Please explain the technology and workflow process utilized by this system.	OpenForms and our workflow process is a proprietary, in-house built technology. The workflow canvas allows for you to build your processes with a visual map to help more easily see and visualize any possible areas for process improvement.

<p>2. The ability to implement, at the County's discretion, a bid procurement component to the County's web site. To include:</p> <ul style="list-style-type: none"> <li>a. Vendor registration and access. Vendor can modify their information and register with commodity codes.</li> <li>b. Downloading of bids, bid addendum and any other bid related document.</li> <li>c. Online bid and submittal tracking.</li> <li>d. Email notifications to registered vendors on any new bid posted or addendum added.</li> </ul>	<p>OpenCities features a structured content type and automated listing directory for bids and tenders. This content type allows you to post your bids and all its related information, and OpenForms can allow you to receive submissions to those bids. At this time, the bids and tenders module does not allow for vendors to register and access an account. But they can certainly download bids, subscribe to email updates on the specific opportunity, and OpenForms can allow for vendors to submit responses, while workflow can allow your internal staff to track proposal submissions and progress.</p>
<p>3. Polling tool to allow the County to survey residents and/or businesses on County related topics. (This would be for very quick surveys if we just want a number with no comments).</p>	<p>OpenForms provides a drag and drop approach for building online survey forms, with the ability to setup multi-section surveys with smart logic that show or hide questions and sections depending on a respondent's answers. Survey results are emailed to City staff or can be collected and downloaded as a single Excel file for reporting.</p>
<p>4. Offerors should include other 3rd party software that they partner with/offer.</p>	<p>OpenCities currently integrates with Accela for the Premium Citizen Experience powered by OpenCities. Learn more at <a href="http://www.accela.com/pcx">www.accela.com/pcx</a>. Additionally, OpenCities connects with Eventbrite to streamline your event management, and is working on an integration with Bang the Table. OpenForms integrates with payment processors such as Stripe, PayPal, Point &amp; Pay. Both platforms have an API with documentation for your developers to build off of.</p>
<p><b>H. Training:</b></p>	

1. Hands on training is required for County content administrators. Describe method to conduct training (i.e. remote v. on-site, hands on, etc.). ~ On site and hands on is preferred but we understand may not be possible under COVID conditions.	OpenCities' training plan is described later in this section.
2. If the selected contractor is not able to provide on-site training, please describe other options for conducting training.	OpenCities has extensive experience delivering training virtually.
3. Offeror to submit outline – including # of days, length of sessions - of what is included in training sessions.	OpenCities' implementation plan is described later in this document.
4. The County has multiple staff to be trained. Offeror to define maximum number allowed for on-site, hands on training.	OpenCities virtual training sessions are for 20 people at a time.
5. There will two County System Administrators that will require separate training prior to the departmental training who will be responsible for setting up groups and permissions and other administrative functions.	OpenCities' training includes specific administrator training.
6. Documentation must be provided in either online or hardcopy format. Online is preferred.	The OpenCities help center provides all users with comprehensive documentation on all aspects of the system and is constantly updated to ensure efficacy and relevance. This includes access to recorded video training sessions and ongoing refresher training in the form of webinars.



# OpenCities Website: Transform your web experience

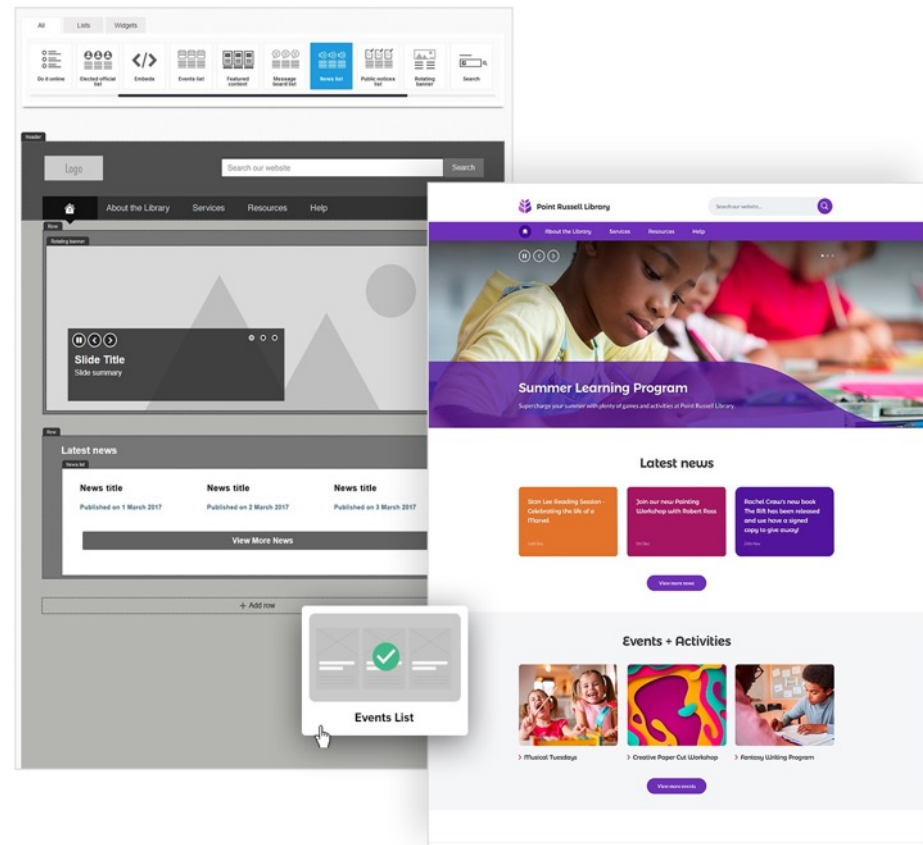
Launch modern, easy to use websites that always  
evolve to put the needs of your community at the center

## Future-proof your digital experience

Create a modern homepage. Leverage emerging UX patterns. Update your design anytime. Deliver useful new functions for users without waiting weeks for web developers, or years for a full redesign process. OpenCities lets you take full control of your entire digital experience using an intuitive drag and drag approach, without custom coding.

The OpenCities design engine provides an evolving library of user-tested, accessibility compliant, mobile optimized UI tiles that can be assembled based on your design, content, and functional needs. And because there is no custom code involved, these tiles automatically update to support new browsers, devices, accessibility standards and user experience trends, allowing your website to evolve in step with the world's best in digital gov, without the need for constant redevelopment.

With the ability to track site usage; and then update, preview, and publish your design changes within a single environment, OpenCities allows you to be more responsive to resident needs, and iterate faster than ever before.



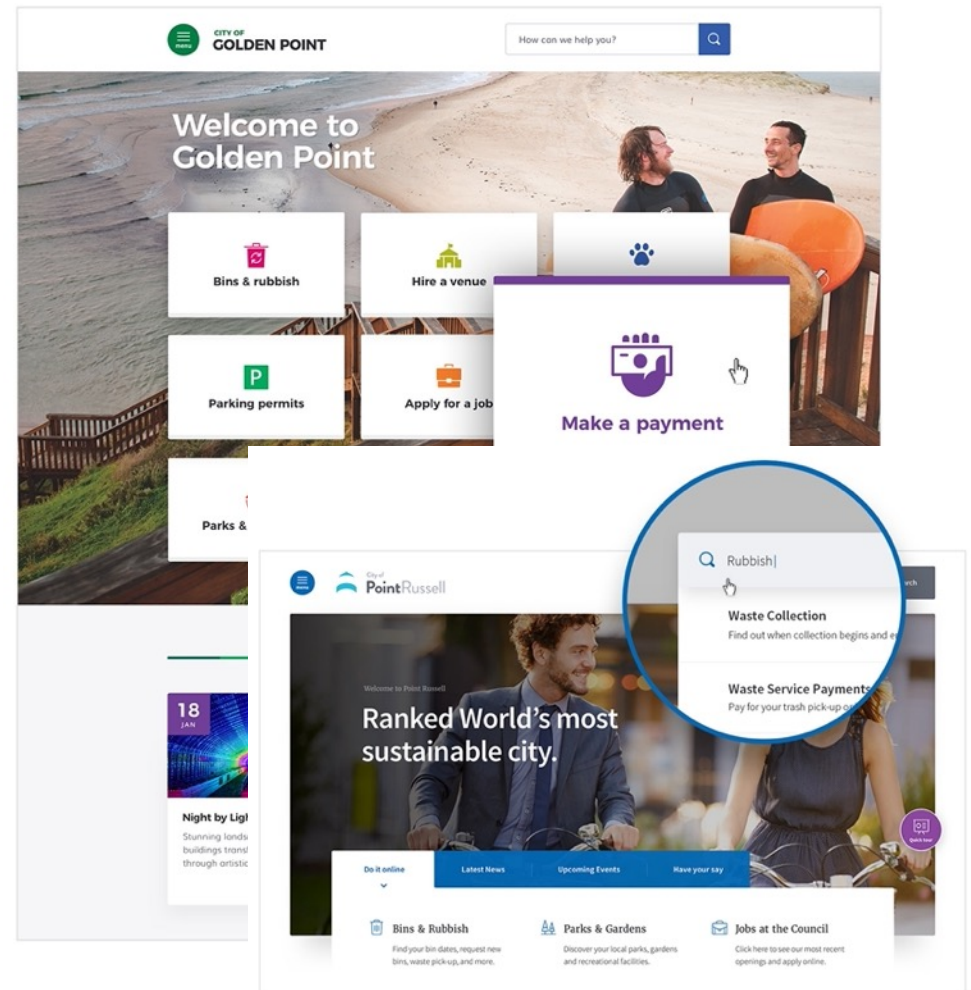
## Increase customer self-serve, with the help of deep data

People do not browse government websites like they would a news site or online store. They come to get things done.

Leveraging information from millions of resident-council interactions, combined with your site data, OpenCities better connects users to the information and services they need.

For example, promote timely Top Tasks based on trending content, location, and seasonal patterns, i.e. prioritizing tax payments at specific times of year, or prioritizing location-based tasks such as reporting potholes or graffiti for mobile website visitors.

Or help users find the right information every time with a predictive search experience that couples deep data with our proprietary local government thesaurus, which automatically bridges resident lingo (i.e. rubbish dump) with government legalese (i.e. resource reclamation center), helping residents quickly find what they need, without needing to understand the language of government.



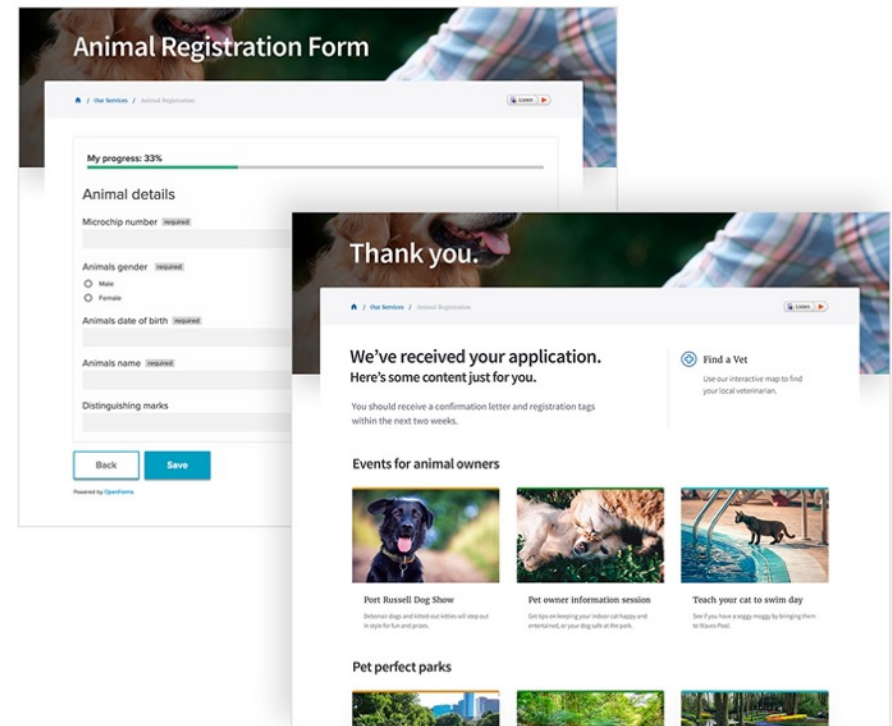
## Increase engagement with timely, relevant content

Less looking, more discovering. What if your website could curate the specific news, events, projects, consultations, and initiatives a user might be interested in, based on their implicit needs?

OpenCities allows you to do just that, by surfacing content based on customer journeys. For example, generating a landing page that shows a user their nearest dog off-leash parks, upcoming pet friendly events, and city news and initiatives targeted at pet owners, straight after they have completed registering their dog with council.

Or showcasing kids' events at the local library, learn to swim classes in the sports center, daycare center in the areas and more, when a user has finished enrolling their child in a local kindergarten.

Best of all, once you've setup your taxonomy, OpenCities automatically detects and serves timely, useful content, without any additional effort on behalf of your web publishers.



## Publish once, present everywhere

As residents access your city through an increasing array of channels and platforms, how do you ensure a consistent message?

OpenCities reduces the effort and complexity of multi-channel communication by allowing you to create content just once and present it in many places I.e. publish an event and present it as a web page in your main site, or syndicated across your entire network of websites, within a monthly calendar view, on a Google Map, in your Facebook and Twitter channels, or send as an email notification to subscribers.

Aside from all these channels, with OpenCities Content API's, you can output and render content to any endpoint, such as a digital display or touch-screen kiosk.

By separating the information layer from the presentation layer, OpenCities allows you to conveniently manager more of your content within a single platform and output it to any end destination.

**Publish an event**

Overview Engagement

Event title (Required) 70 Characters left  
Billy & The Firefly Princess

Add event summary (Required) 400 Characters left  
Come experience an amazing light show and unforgettable story.

Add event dates (Required)  
24 June 2019

Add event image

Event location  
Event venue: Central Square  
Street address: 116 Blue Lake Street, Point Russell, PR 29008

**UPCOMING EVENTS**

BILLY & THE FIREFLY PRINCESS  
BOO DISTRICT TWILIGHT FIRE SHOW  
SAM FERGUSON LIVE @ THE DOCKS

Point Russell Community App  
  
Billy & The Firefly Princess - Light the Night  
Come experience an amazing light show and unforgettable story. One of the top attractions on show at the 2019 Light the Night Festival.  
point-russell.com

**MY INBOX**

City of Point Russell  
Upcoming events: Billy & the firefly princess 24/06  
2:49 PM

**Google Map**  
Billy & The Firefly Princess  
116 Blue Lake Street  
Point Russell, PR 29008  
Get directions

# Co-create with your communities, via online consultations

Premium

OpenCities helps you drive awareness and public participation in city projects and strategies via online engagement spaces, discussion boards, initiative directories, surveys and more.

A range of engagement options enable you to control how people engage with the city; and increase participation by deeply embedding consultation opportunities within the overall website experience.

## Structure Engagements

Scale engagement from closed polls and structured surveys through to open discussions and conversation spaces

## Match Participants

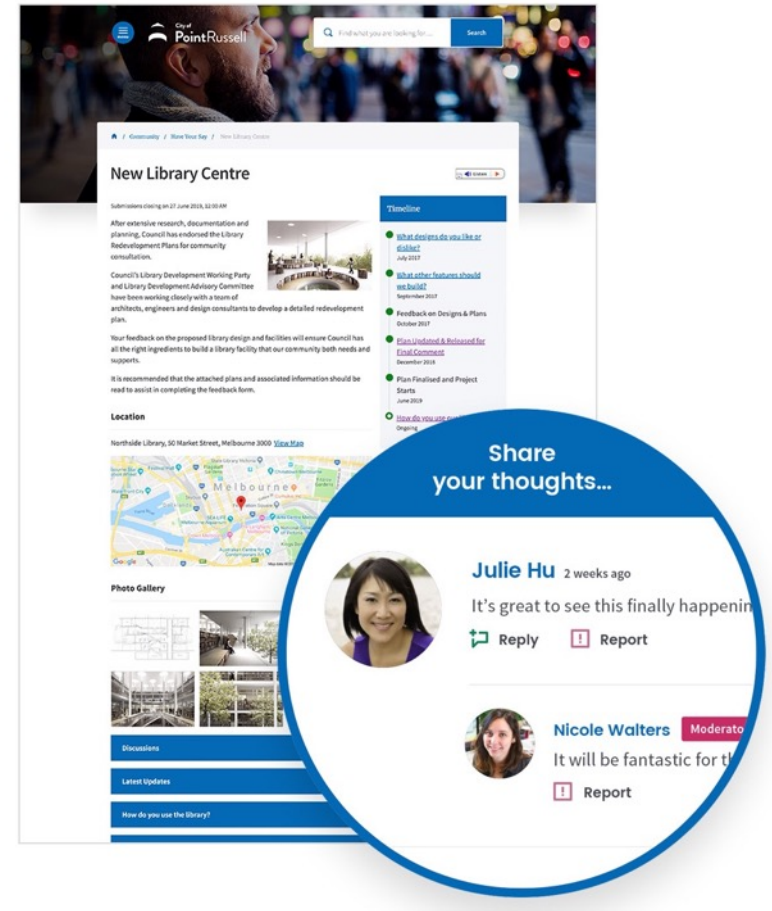
Match engagement opportunities to relevant website visitors based on their needs and interests

## Drive Awareness

Promote consultations and projects in search, on maps, in calendars, on the homepage and more

## Integrate with Social Media

Push or pull content from social media to drive multi-channel engagement across your consultations





## Content insights and recommendations

The launch of your new website is just the start of your digital transformation journey. OpenCities provides the insights you need to make better, data-driven decisions.

### Customer service insights

What's trending now? What services are people using? What searches are trending? OpenCities shows you a live view of what is happening on your website, giving customer service teams a crystal ball for the upcoming day by the time they come into office.

### Tasking dashboard

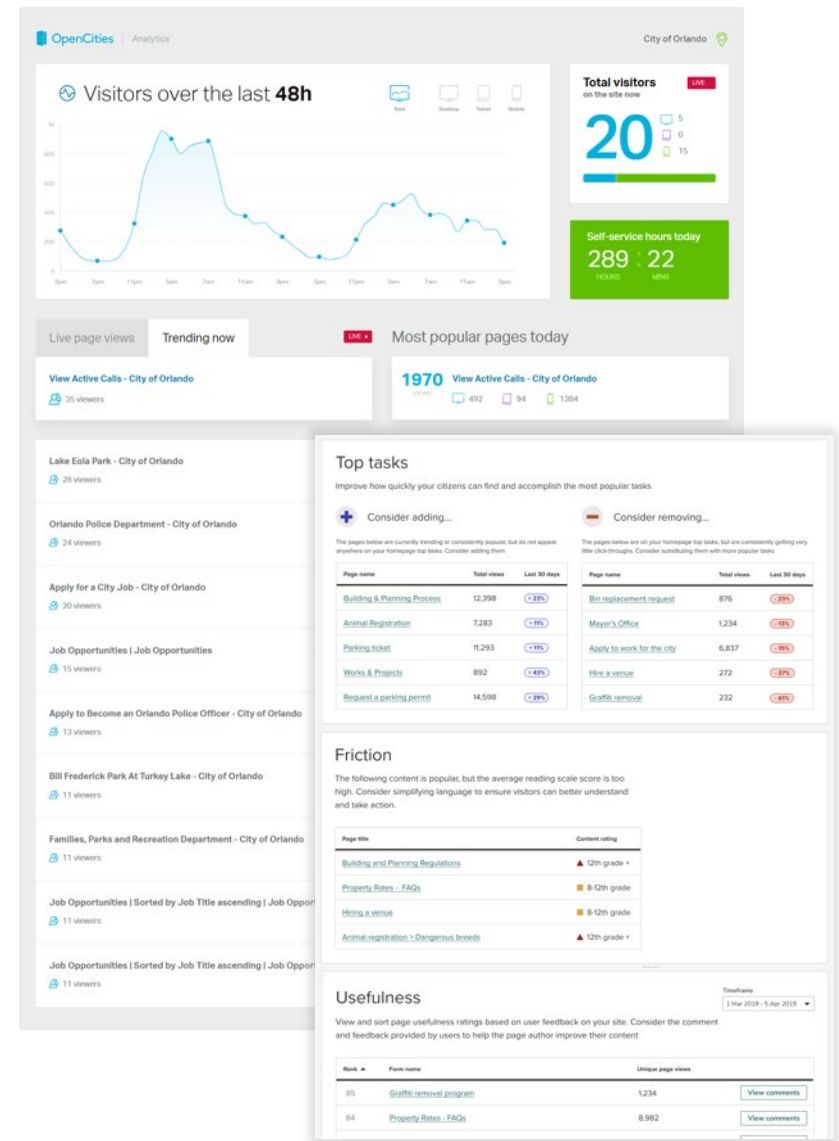
A personal dashboard keeps each publisher informed when content is approaching review or about to expire, page performance, feedback, workflow status and more, keeping decentralized teams on track.

### Homepage recommendations

What services should be prioritized on your homepage and when? OpenCities assesses what is there, what is not, and based on usage trends, makes recommendations which services or content to remove, or add, to ensure an optimal experience.

### Content recommendations

Based on user feedback coupled with page traffic, OpenCities will highlight and prioritize content that requires attention, helping you focus your time on improving that which will drive greatest impact.



## Integrate with internal systems

We recognize that our platform is only one part of your technology ecosystem, and for that ecosystem to work effectively, systems need to speak to each other. That is why OpenCities provides an open and flexible interface that can integrate with other systems and data sources, with out-of-the-box connectors for many most popular local government systems and fully documented APIs for custom integrations when needed.



### DMS Connector

Ensure your community is acting on the most accurate documents. Our DMS connector allows you to synchronize files from TechnologyOne ECM, TRIM CM, Objective DMS with OpenCities, creating a single source of truth

Premium



### CRM APIs

Share between OpenForms and your CRM system. Push data into your CRM without requiring customer service teams to manually rekey requests. Pull data from your CRM to pre-fill fields and simplify form completion for customers



### Active Directory Connector

Authenticate OpenCities publisher or intranet users and control their permissions based on your Azure based AD



### Payment gateway connector

With support for many of the most common payment gateways used by Local Governments, OpenCities makes it easy to setup online payment forms that can be reconciled with your financial systems



### Maps APIs

Using our Maps API, you can draw in trash pick-up schedules from your GIS system. Use plot content from your GIS system onto OpenCities Maps. Showcase road works, projects and closures as pins or lines



### Content APIs

Publish pages and lists dynamically based on information sets in your internal systems.



# Digital Services Academy

Premium

More than just content improvement training, the Digital Services Academy is a powerful way to help your team acknowledge their expertise and become web publishers who create citizen-centric content and services.

The course utilizes key user-centered design principles, learning skills and techniques for journey mapping, digitizing, testing, and improving web content, as well as creating OpenForms and Services pages. The OpenCities DSA lays the foundation for better government websites and effective digital transformation outcomes.

## Participants will:

- ✓ Journey map a current process for their department
- ✓ Convert current page content into a digital service
- ✓ Become familiar with a user-centered design approach
- ✓ Build an effective digital form with the OpenForms platform
- ✓ Create an effective services page using an OpenCities template
- ✓ Learn tips and best practices for user testing
- ✓ Conduct a small user testing session (optional)

## Who is it for?

The Digital Services Academy is for your team members in each department who are subject matter experts and content authors without that needing to be their title or key responsibility. These are the people within your organization who want to learn how to improve the website content, transform static information into digital services and fully leverage the publishing, governance, and reporting capabilities in the OpenCities platform.

## Participants and timeframe

This training program takes place over 3 half-day sessions for one week. It will introduce up to 25 subject matter experts (staff from throughout your organization) to the process and value of digital services through a user mindset.

## Outcomes

For each service presented at the workshop, your participants will create or gain understanding of:

- ✓ A customer journey map and the journey mapping process
- ✓ An OpenCities services page for completing the given service
- ✓ An OpenForms (digital form) for the online service
- ✓ Feedback from user testing

## Writing for the Web

Premium

If the Digital Services Academy is more than you are looking for, but you would still like staff to have some additional training on writing better content for the web, you can select just the Writing for the Web portion. This workshop will make sure your staff is well equipped to create new content that is professionally written, organized, and efficient for your residents. This two-hour workshop will help teach staff how to make content interesting, understandable, and free of jargon, while staying inside the city guidelines. Can be delivered to up to 20 staff at a time.

## Information Architecture

Premium

Updating your website's Information Architecture (IA) is key to improving the overall user experience. OpenCities' IA process involves website data analysis, user research and user testing, and other best-practice methodologies that serve to seamlessly bridge your goals with user needs. This effort will result in a cohesive strategic approach to content priorities and a development of a comprehensive navigation structure for your new site, and the creation of an actionable migration strategy for your existing content.

## Enhanced Design

Premium

This informs the creation of an additional homepage design option/wireframe (three total), with two additional rounds of revisions (five total) on the selected homepage design and inclusion of secondary page design consistent with the finished homepage design.

## Content Audit and Navigation

Premium

If you are unsure which pages on your site you want to archive, improve, or migrate as is, or are unsure of the ideal navigation on the new site, OpenCities will review your pages and page-view analytics to recommend a site navigation and migration strategy. We will note where we recommend improving content using our template functionality, as well as where we recommend combining content to improve the accessibility, usability, and usefulness.

# **OpenForms: Create easy to use digital services**

Transform your static PDF's and offline forms into frictionless digital services anyone can use, without custom development

## Digitize almost any form or process

Give your residents the ability to pay a ticket. Register a pet.  
Reserve a venue. Report a problem.

Whether it be permitting and application forms, reporting and request forms, booking and payment processing forms, OpenForms helps you transform PDF, backend CRM requests, and over the counter interactions into beautiful digital services anyone can use.

And within your organization, OpenForms can help staff become more efficient by digitizing internal checklists, paperwork, and processes. Integrated with your intranet, staff details can be pre-filled to simplify form completion.

The image displays three overlapping digital forms from the City of Point Russell, demonstrating the OpenForms platform's capabilities. Each form is branded with the City of Point Russell logo and features a green progress bar at the top.

- Get a Parking Permit:** This form includes fields for "Your address" (254 Telegraph Road, Palm Beach), "Proof of residency" (phone-bill-15052019.jpg), and "Service length" (1 Month, 3 months, 6 Months). It also has a "Your signature" field with a handwritten signature and a green "Apply for it" button.
- Order a new bin:** This form includes fields for "Your address" (3, 72 Balwin Road, Palm Beach), "Type of bin" (Standard Waste - \$55, Green Waste - \$40, Recycling - \$30), and "Replacement fee" (\$70). It features a green "Order it" button.
- Report Graffiti:** This form includes a "Graffiti location" field (46 Moreland Street, Palm Beach) with a map view, an "Upload images" section with a photo of graffiti, and a green "Report it" button.

## Easy to use, for both residents and staff

Government services can be complicated, but the experience for the residents accessing them should not have to be. OpenForms is perfect for the business of government, helping you convert multi-page forms and complex processes into intuitive online forms, that flow based on customers responses.

No need to wait for a developer. Using a drag and drop interface, non-technical subject matter experts can create highly functional online forms within minutes, and sophisticated digital services within hours.

### Accessible

By default, all forms are WCAG 2.1 AA / ADA Accessibility compliant, ensuring everyone in your community can be served online

### Works on all devices

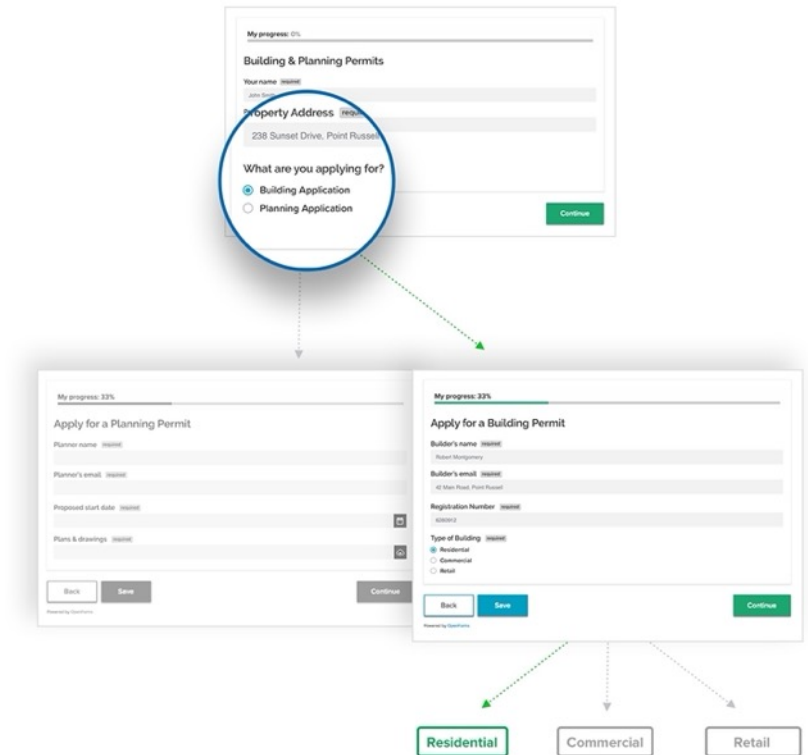
Your forms will work perfectly on all popular mobile devices, supporting touch gestures, GPS, and mobile camera

### Multilingual

Publish forms in any language – including the ability to control micro copy (buttons and prompts)

### Save and Continue

Allow customers to save their progress and complete a form later, even on a different device



## Digitize payments processes

Make it easy for residents to book and pay for anything online. From facilities, to permits, infringements, rates and more – OpenForms not only delivers easy online payments with integration into popular payment providers, but it can also dynamically calculate prices based on the information residents enter into the form.

### Payment Gateways

Process payments securely with support for all the most popular local government payment gateways

### Receipts

Generate a unique receipt number to reconcile payments with financial systems, and so customers can track their request.

### Calculations

Use answers within your form to calculate and adjust payments on the fly, or track data for numerical fields

### HTTPS/SSL Secure

All customer details and payment details are protected with the highest levels of SSL encryption and security.

The image displays two overlapping screenshots of a web form titled "Order a new bin".

The background form (67% progress) includes:

- Bin Type:** Radio buttons for "Waste Bin" (selected), "Recycle Bin", and "Green Bin".
- Bin Size:** Radio buttons for "120L (Small)", "240L (Medium)" (selected), and "660L (Large)".
- Total cost:** A box showing "\$75.00" with the text "Calculated based on your previous responses."
- Navigation:** "Back", "Save", and "Continue" buttons.

The foreground form (95% progress) includes:

- Payment Method:** Radio buttons for "Pay by card" (selected), "POLi - Internet Banking", and "PayPal". Logos for Visa, Mastercard, POLi, and PayPal are shown.
- Card Details:** Fields for "Name of cardholder" (Full name), "Card number", "Expiry month" (MM), "Expiry year" (YY), and "CVN number" (CVN).
- Navigation:** "Back", "Save", and "Continue" buttons.

## Integrate with internal systems

Update your CRM. Capture records in your DMS. Pre-fill forms based on customer details. Populate form pricing from 3<sup>rd</sup> party databases. Pull the status of a customer request from internal systems. By connecting OpenForms with your systems, you can save time for both residents and city staff. No more manual re-keying of data into internal systems for city staff and faster form completion for residents.

### Submission API's

Boost efficiency by submitting data directly into internal systems when a customer submits a completed form using OpenForms API's

### Inherit Data

Pre-fill your embedded forms using data from the pages they are in (for example, auto-fill event name for event booking forms).

### Mid-Form Web Hooks

Validate or retrieve information while users are completing a form (i.e. auto-complete addresses, lookup an infringement notices)

### Google Integrations

Auto complete an address fields as the user is typing, or for users to simply select an address via Google Maps

**Case Number: 1928933**

Reporting Officer:	John Smith
Infringement Date:	08/09/2019
Infringement Location:	374 Broadway Blvd, Inner Sunset
Vehicle Licence Plate:	JS39280
Type of Vehicle:	White Ford Sedan
Total Levy:	\$120
Term:	21st of May 2019
Status:	Unpaid

**Pay a Parking Ticket**

My progress: 0%

Ticket number  
1928933

Infringement Date	08/09/2019
Location	374 Broadway Blvd, Inner Sunset
Licence Plate	JS39280
Total Fine	\$120
Due by	21st of May 2019

What would you like to do?

[Contest Fine](#) [Pay fine](#)

Powered by OpenForms

## Enterprise ready

Built for teamwork. OpenForms enables you to decentralize forms publishing to more people, apply user-level permissions for security, create reusable fields for consistency, securely test forms for quality and retain form history for record keeping. And it's all validated for Accessibility ADA compliance, hosted onshore in compliance with Data Sovereignty, and maintained to the highest level of data security standards.



### Users and Permissions

Streamline publishing across your organization by controlling which users can view, create, or manage your organization's forms and submissions



### Form Versioning & Archiving

Draft changes to forms, schedule future publish dates, revert to older versions.

Enterprise



### Form Testing

Securely share and test your forms, transactions and web services before publishing.



### Reusable Lists

Create ready-made lists of answers to auto-complete text fields as a user types, or to auto-generate radio-button, checkbox & drop-downs.



### Reusable Field Sets

Accelerate form creation with reusable field sets for common sets of questions (e.g. create a 'Customer Details' set which includes Name, Address, Phone, Email).



### Form Scheduling

Set a future date and time to publish draft forms and choose when forms should be removed, archived and retained for record keeping purposes



### Workspaces

Organize your forms into categories that reflect how your organization works, so everything your authors need is easy to find and in the one place

Enterprise



### Printable forms

Build and manage all your forms in one place, and generate beautiful, print-ready PDF versions with your branded header and footer



## Submission workflow

Enterprise

Extend the power, versatility, and ease-of-use of OpenForms to the backend processing of inbound customer requests. OpenForms Submission Workflow allows you to configure steps and business rules for what needs to happen to process and respond to a customer request, application, or enquiry.

And then, OpenForms will workflow the request across departments and staff, as they quickly review, take action, and make decisions. Save time, money and serve better with a beautiful, easy to use workflow solution.

### Workflow builder

A drag and drop interface allows you to map out all the steps and decision points for just about any workflow.

### Review centre

Help reviewers keep on top of everything that needs their attention, with easy search, filtering, and actions

### Notify and take action

Automatically notify and remind reviewers that need to progress a response to the next stage.

### Close comms loop

Automatically notify customers at key stages of the workflow process to keep them informed

The image displays the OpenForms interface for an 'Expense report approval' workflow. The top navigation bar includes 'OpenForms', 'Forms', 'Admin', 'Connectors', and 'Review'. The main header shows the workflow title 'Expense report approval' with a 'Draft' status. Below the header, there are tabs for 'Build', 'Settings', 'Workflow', 'Responses', 'Analytics', and 'History'. The 'Workflow' tab is active, showing a visual workflow diagram with stages like 'With respondent', 'Manager', 'Director', 'Finance', 'Finalised', and 'Declined'. A 'Use workflow' toggle is at the bottom left of the workflow builder.

Overlaid on the workflow builder is a 'Manager Review' form. The form has an 'Action' dropdown set to 'Approve' and a 'Submit' button. It contains the following sections:

- Response details:** Receipt number: 12, Submitted: 16 November 2018, 11:05am, Time taken: 5m 35s, Form version: 1, External system reference ID: abc-123, External system status: OK - processed.
- This is the section name:** A section containing form fields for 'Pet name' (Oscar), 'Home address' (Minarto Lane, North Narrabeen NSW, Australia), 'Proof of age' (photo\_driversLicense.jpeg), and 'Facilities nearby'.
- Add notes:** Two dropdown menus for 'Write note to respondent' and 'Write an internal note'.
- Timeline:** A list of events: 'Awaiting your action', 'Approved' (10 Oct 2018, 10:45am, Tom Jones), 'With respondent' (8 Oct 2018, 11:15am, Mary Smith), and 'Denied with request for better files' (8 Oct 2018, 11:15am, Mary Smith).

## 6. Usage Limits

Your SaaS fee includes the following storage and bandwidth limits and upgrade options:

- 200 GB bandwidth (\$.20 per additional GB)
- 40 GB storage (\$1.00 per additional GB)

These levels are set to accommodate large municipalities, and we work with cities with over 600,000 population that do not exceed these numbers other than in unusual circumstances. In those scenarios, we are able to temporarily upgrade your storage or bandwidth to accommodate the surge and then reduce you to a normal level at no cost.

## Customer Support

The SLA to the right outlines our support availability and structure for notification and escalation of questions and support tickets, as well as the committed response and resolution times. During the project, your Project Manager is available to answer general questions, but as you work on your content and certainly after your site is launched you will rely more on the online Help Center (available 24x7x365) for questions.

Severity Level	Resolution Process	Target
PRIORITY 1	Reportable 24x7x365 via Priority 1 Telephone number  Acknowledgement and assignment of problem for resolution within 1 hour	Within four hours
PRIORITY 2	Reportable 24x7x365 via Online Help Center, or by telephone during business hours (7 am to 6 PM, Pacific time). Acknowledgement and assignment of problem for resolution within 1 business day	Provide workaround or Version Update to fix problem by close of next business day
PRIORITY 3	Reportable 24x7x365 via Online Help Center. Acknowledgement and assignment of problem for resolution within 1 business day	As soon as possible within development (scheduled or next version update)
PRIORITY 4	Reportable 24x7x365 via Online Help Center. Acknowledgement and assignment of problem for resolution within 3 business days	Scheduled or next version update

## Web Hosting and Performance Criteria

OpenCities has partnered with Microsoft to ensure we provide the most reliable and secure service using Microsoft Azure, the world's most trusted cloud. Hosted in the Microsoft Azure Government Cloud in the U.S, OpenCities ensures maximum uptime by taking advantage of Microsoft Azure's geo-redundancy, built-in backup capabilities, and advanced security posture.

### Locally hosted, Data sovereignty compliant

With all Microsoft Azure primary and secondary facilities located onshore, OpenCities is fully compliant with government data sovereignty laws. The Data Center is a Tier 4 security, fully redundant, managed network infrastructure with onsite power backup and generators, multiple telecom and network providers, and 24x7 monitoring.

### 99.9% SLA

Our hosting provides a comprehensive uptime guarantee with monthly rebates if we do not meet our commitments. OpenCities provides 99.9% uptime availability, calculated monthly. In a typical 30 day/720-hour month, this equates to no more than 1 hour of downtime per month (not inclusive of scheduled maintenance and emergency maintenance).

### Trusted reliability

Microsoft Azure delivers 62 compliance offerings, which is more than any other cloud provider. That is why 90% of Fortune 500 companies use the Microsoft Cloud. With OpenCities and Azure, you are in safe hands.

### Security / SSL encryption

As society's digital footprint continues to expand, the threat of malicious activity online becomes more pervasive. Given the amount of personal data required in government transactions, the risk to the public can be significant. OpenCities encrypts all forms with SSL to ensure security.

### DDoS Mitigation and Disaster Recovery

The cloud web application firewall OpenCities utilize also contains DDoS protection built in and can mitigate any DDoS in real time. All sites are backed by our DR policy with a minimal RPO and RTO, on-line status monitoring, event notification and twice-daily backups.

## Azure Government Cloud

By partnering with Microsoft Azure Government, OpenCities provides a superior service that delivers world class security, privacy, and scalability. Our service provides full redundancy and twice daily backups, supported by a 99.9% SLA guarantee.

Find out more about Microsoft Azure Government here

<https://azure.microsoft.com/en-us/global-infrastructure/government/state-and-local/>



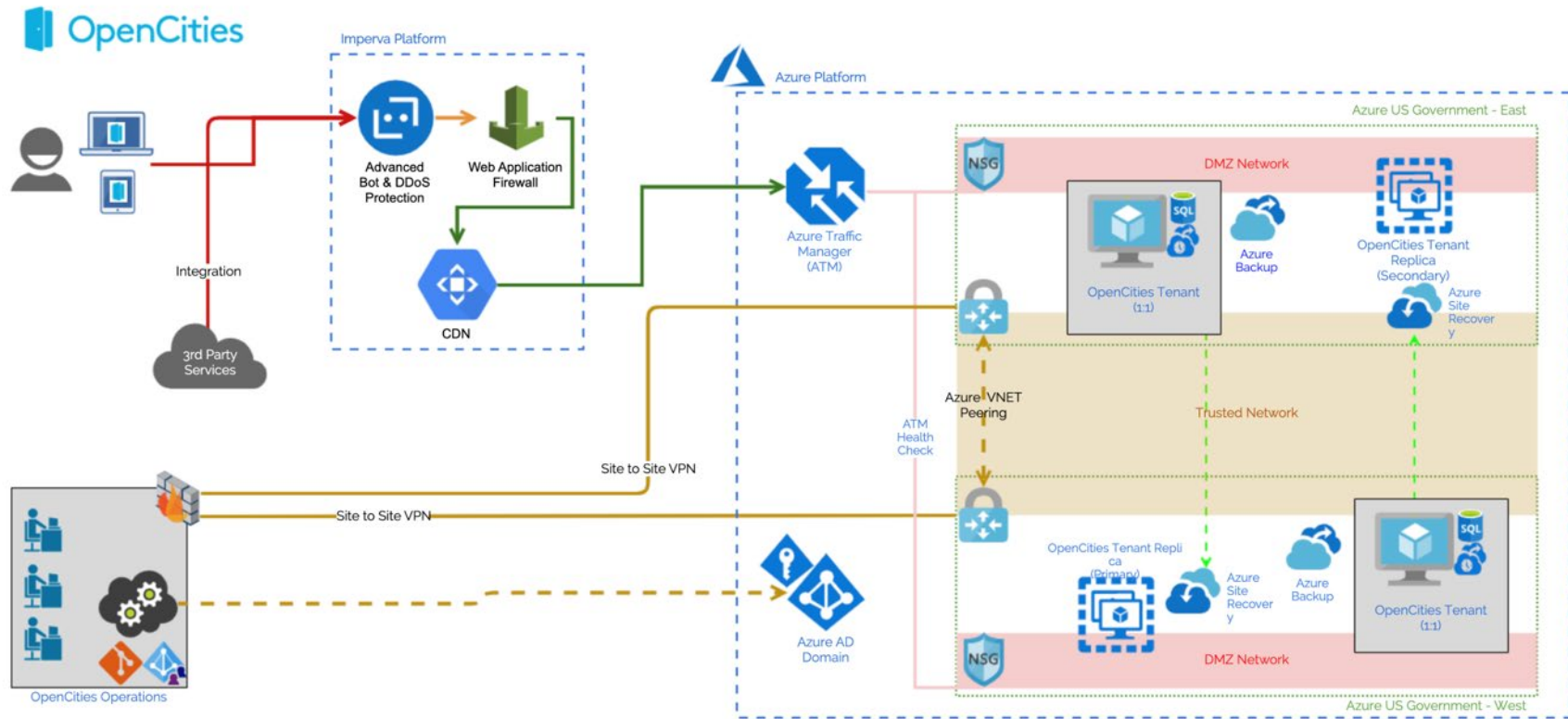
## Active Directory Connector

OpenCities Intranet integrates with your Microsoft Active Directories (via Azure), giving staff the convenience of a single sign-on experience. And for those staff that are not registered in your Active Directories, our Intranet allows you to set them up directly within our system – ensuring everyone across the organization, including field staff without desktop logins, can equally access the intranet.

Authenticate and personalize the intranet experience based on your user credentials, via single sign-on. Please see the diagram below that details we integrate with Microsoft Active Directories. We require the client to install a small web service that will allow sync and handle AD based authentication attempts.

The Active Directory Connector is included as standard with the OpenCities Intranet.

## OpenCities Architectural Diagram



## 7. Implementation Process

### Management and Team Members

Once a contract is signed, each client is assigned a project manager and supporting team. The project manager will be responsible for the project implementation from the contract signing to site launch, at which point the client will transition to a customer advocate who will be your ongoing resource and point of contact.

The role of the project manager is defining a timeline and set of goals with the client, and then ensuring that they are met by the end of the project. The project manager will be supported by the consulting practice lead who runs workshops and trainings, as well as the product application specialist who helps clients creatively solve problems and maximize their use of the software. Our communication strategy is outlined in the Implementation Plan section of this response. While there are number of people that will be working in the background to ensure the success of your project, the key contacts Los Alamos County is likely to engage with include:



#### **Rebekah Anderson, Sr. Project Manager (PMP)**

[linkedin.com/in/rebekah-anderson-pmp-mba](https://www.linkedin.com/in/rebekah-anderson-pmp-mba)

As a certified PMP, Rebekah has worked in Govtech for 3+ years, implementing web and customer service applications in over 30 governments. She previously served as a project manager for over 10 years for enterprise business systems. She serves as main point of contact for the project teams and supports clients with best practice recommendations.



### **Whitney Santini, Backup Project Manager**

[linkedin.com/in/whitney-santini](https://linkedin.com/in/whitney-santini)

Whitney manages client projects from onset to completion, making sure you stay up to date on the project every step of the way, while pulling in the correct OpenCities resources when needed for content, design, and more. Whitney's experience in the SaaS world includes customer success, relationship management, training, and on-boarding with a focus on end-to-end customer journeys. Her passion for customer advocacy ensures that every project is a true collaboration between the client and OpenCities.



### **Andy Portwood, US Training and Support Lead**

[linkedin.com/in/andyportwood](https://linkedin.com/in/andyportwood)

In his previous roles, Andy has management experience in the Healthcare Industry. He also developed and led a Customer Success team that worked with Small Business Owners to organize Operations, Prospecting, Communications, and Marketing, and more. His strong understanding of the customer experience allows him to guide you through your project efficiently.



### **Kari Dietrich, Content Strategist**

[linkedin.com/in/kdiet](https://linkedin.com/in/kdiet)

Kari Dietrich is a content strategist working over fifteen years in the digital space. She is committed to developing content solutions that simplify and elevate the user experience. Drawing on her background working with both non-profits and institutions of higher education, she seeks to bridge city government goals with the real-world needs of its residents in intuitive, substantive ways. Kari 'hearts' content, and believes you will, too.



### **Jone Saukitoga, Content Specialist**

[linkedin.com/in/jonesaukitoga](https://www.linkedin.com/in/jonesaukitoga)

During the migration phase, Jone will be one of the Content Specialists assisting with migrating the client's content from their current platform.

Jone is one of OpenCities' latest additions to the team and previously worked as a Website Manager for the City of Palo Alto in California. During his time, Jone oversaw and managed Palo Alto's current CMS and worked with each staff on content creation and website remediation. Palo Alto selected OpenCities to create their next generation website and expects to go live in early 2021.



### **Irina Tikhonova, Consulting Practice Lead**

[linkedin.com/in/irinatikhonova](https://www.linkedin.com/in/irinatikhonova)

Irina manages Customer Success and Consulting for OpenCities. Irina has experience in client management and consulting in the Software as a Solution space, with a strong focus on making people, process, and product work together to achieve impactful outcomes.

Her experience in the tech for good world shaped her skills in strategic planning, using data to make informed decisions, finding unique solutions to problems, encouraging engagement on a deeper level, and managing projects from onset to completion. Irina will jump in when you are in need of a strategic consultant – everything from leading the Digital Services Academy to working on internal business process improvements.



### **Rachel Burbank, Customer Advocate**

[linkedin.com/in/rachelgburbank](https://www.linkedin.com/in/rachelgburbank)

Rachel will support your project post launch and beyond. You will have six-month check ins with her and her team to revisit goals and progress and assess current usage of the platform. She will be your point of contact for any non-support related questions (those go to our support team for quick troubleshooting and technical fixes) and product feedback. Rachel came to OpenCities in 2019 from the City of Lakewood in Colorado, who completed an RFP in 2018 where OpenCities was selected as their vendor of choice. She led a large portion of the redesign for Lakewood and has now transitioned to the OpenCities team where she uses her experience on the client side and expertise in the platform to support your team with creative application solutions from start to finish.





### **Jose Otero, User Experience Design, and Implementation Expert**

[oteromedia.net](http://oteromedia.net)

Jose brings over 15 years of experience collaborating with government and private sector organizations to improve customer experiences across all digital touchpoints. His expertise architecting exceptional user experiences coupled with strong front-end development skills has proved to be essential in delivering quality outcomes on high-value projects. A rare combination of business savvy and technical knowledge, Jose has all the hard and soft skills required to see projects from inception to completion.



### **Colin Morris, Engineering Support Lead**

[linkedin.com/in/colin-morris-9385a959](https://linkedin.com/in/colin-morris-9385a959)

With over 15 years' experience in I.T. helpdesk leadership within local government, Colin holds a deep understanding of the needs, challenges, and workings of city I.T. departments. Combined with his working knowledge of the common systems used across local governments across Australia, Colin will take lead on working with your I.T. team to support installation of our connectors and 3rd party system integrations, hosting and environment related matters, and engineering activities.



### **Luke Norris, Managing Director, Strategy and Government Relations**

[linkedin.com/in/lukednorris](https://linkedin.com/in/lukednorris)

With over 16 years of experience, and as the former senior director of Government Relations for Code for America, Luke advises Governors, Mayors, County Executives, Chief Innovation Officers around the United States on the topics of innovation, government technology and community engagement in 21st century government. Luke can assist local government website managers to effectively engage city leaders in the digital transformation journey.



**Michelle Hertzfeld, Delivery Manager**

[linkedin.com/in/michellehertzfeld](https://www.linkedin.com/in/michellehertzfeld)

A foundational team member of 18F, the American equivalent of Australia's Digital Transformation Agency (DTA), Michelle helped the organization evolve its research, code, and product management capability to drive impact for millions across the country. As a cutting-edge startup inside the federal government, 18F builds effective, user-centric digital services focused on the interaction between government and the people it serves.



**Timothy Connell, Product Manager**

[linkedin.com/in/ticonnell](https://www.linkedin.com/in/ticonnell)

As a creative technologist, Timothy holds over 20,000 hours of hands-on and executive experience spanning Strategy, Innovation, Digital Transformation, Product Management and Delivery for government and commercial projects. With SME knowledge across Agile, Marketing Automation, Front-end Engineering, CX, Design Systems, Search, Enterprise CMS, Content Writing, Analytics, Big data, and machine learning.

## Proposed Schedule

**OpenCities has removed the risk and effort of traditional web and intranet redesign projects by developing a repeatable process of engagement, content, and digital services delivery.**

Local governments often ask:

- How can we be sure we are choosing the right strategy and technology for our needs?
- How can we assure that we will not see change orders that affect our deadlines and budget?
- How do we make sure our new digital presence meets all our goals, and is one we can be proud of?

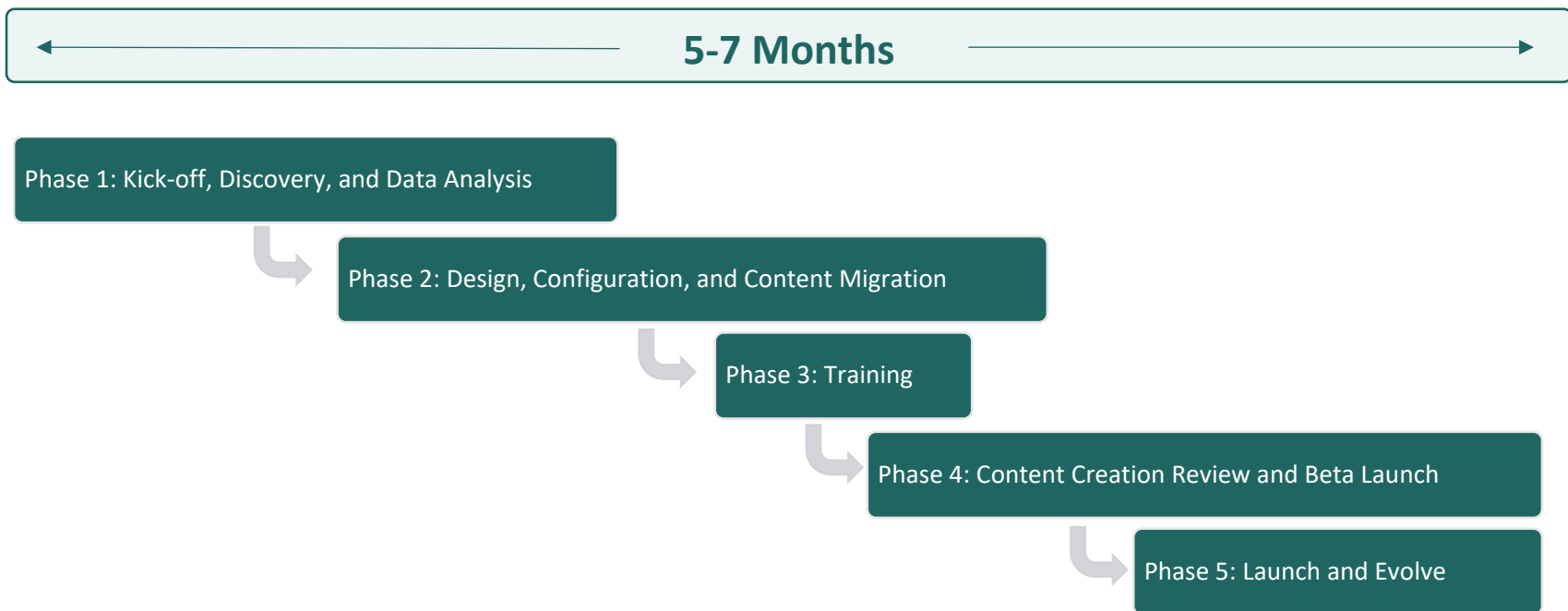
OpenCities is the answer. We continuously refine our technology and onboarding process through our experience partnering with local governments just like yours. For your engagement, you will be assigned an experienced project manager and complementing project team, who utilize an agile implementation approach supported by a simple online project management dashboard that makes it easy for everyone to track project status.

## Project Communication

Communication is key. We understand that to have a successful project, we need more than just project management. We work to understand what level of regular check-in's will work most effectively for your, whether it's weekly or bi-weekly, as well as how often your executives or leadership team needs to be briefed (think council members and commissioners, department heads, city administrators— folks that need to be updated on the project progress and sign off on it at the end but may not be involved in the daily tasks of creating the new site). Our regular meetings with your core team will be conducted via Microsoft Teams or your preferred teleconferencing platform, and we can provide written or teleconference updates to your executive team.

## Timeline

As a SaaS solution that does not require custom development, OpenCities can be fully delivered and ready for content within a matter of weeks. The primary variable for launch is based on the amount of time needed by the city or county for the visual design process, the number of initial consulting packages in the engagement, and the availability of staff for the content entry and migration process. The sample timeline below demonstrates a five- to seven-month project, however our agile and iterative methodology allows us to increase or decrease the project length to meet your launch goals. As a point of reference, we have completed a project in as little as four months.



## Project Phase 1: Kickoff, Discovery, and Data Analysis

OpenCities and the client come together as a team to mutually confirm the process, establish clarity on who does what, determine the dates for key meetings and deliverables, and lay the groundwork for a successful project

### Deliverables:

- ✓ Kick off meeting
- ✓ Data and Analytics
- ✓ Content Migration Strategy
- ✓ Content Audit (discussion and clarification)
- ✓ Survey of users (optional)
- ✓ Executive Briefing (optional)

### City Responsibilities:

- ✓ Define your team, identify key skills and responsibilities, and start auditing your own content

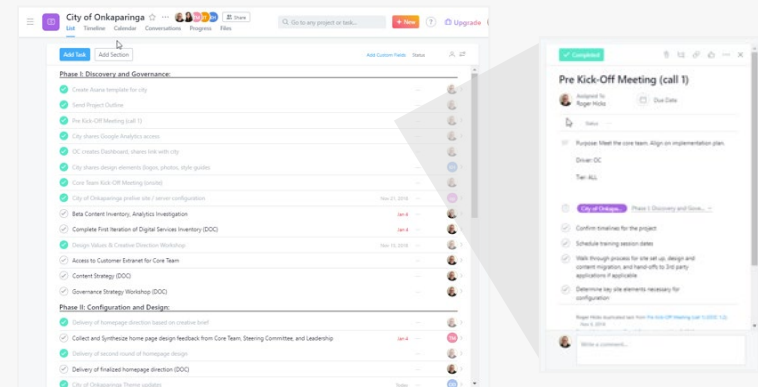
## Premium Packages:

### Site Navigation

### Information Architecture

## Spotlight: Project Management

We use Asana to manage your project. Members of your core team will be granted access, and this is where we will aggregate tasks, files, and conversations. It is a great resource for updating your executive committee on the progress of the website.



## Project Phase 2: Design, Configuration, and Content Migration

OpenCities project team and the client will share assets and work to align and deliver a look and feel that reflects the spirit and goals of the city while leveraging the best practices for effective site layout and design.

### Deliverables:

- ✓ Create and configure the site instance
- ✓ Configure general location information
- ✓ Homepage and theme design review
- ✓ Design finalization and implementation
- ✓ If you purchase Content Migration from OpenCities, that will be completed during this phase.

### City Responsibilities:

- ✓ Provide design assets
- ✓ Provide feedback and approval of design
- ✓ Complete content audit

### Premium Packages:

Enhanced Design

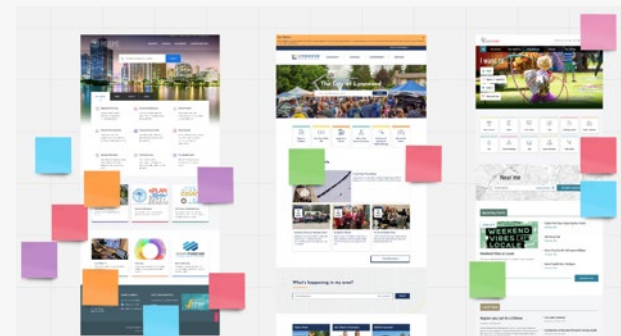
Included

OpenCities-led Content Migration

Included

### Spotlight: Design Values Workshop

To ensure we really nail your design, we will run a theme workshop with your steering committee and core team to discuss general site goals, example sites and design assets. We encourage you to invite a couple of residents as well so that decisions can consider an actual user's perspective early on. Taking this information, we inform theme direction options (including mobile variations) for iterations of feedback and refinement before we implement the final theme onto the site.



## Content Migration

This two-part package includes **Content Migration Discovery/Strategy** and **Content Migration Delivery**. This package is optional and best suited for cities or counties that need assistance moving page content and/or images and document from the old system.

### Content Migration Discovery/Strategy

In this strategy session, we will identify the proper OpenCities template for each page, note any inconsistencies or custom templates, communicate how we will address certain elements of the content, and review all of this with the team lead or core team.

### Content Migration Delivery

Once we have agreed upon a strategy and a timeline, our team of migrators will get to it and work to deliver your project by the designated deadline. At the end, you will receive:

- ✓ Access to the system with all agreed pages moved over
- ✓ A recap document that details anything your team should know about what we migrated as well as recommendations

### City Responsibilities:

- ✓ Complete an AIM Spreadsheet (provided by OpenCities) listing all pages in hierarchical order classified as either Archive, Improve or Migrate
- ✓ Identify individual or team with the ability to clarify questions and promptly make decisions about migration questions
- ✓ Provide a desired folder structure for files (if contracted)

### What's IN scope?

- ✓ Content managed within your current CMS
- ✓ Documents/images (if contracted)

### What's NOT in scope

- X Anything within an iFrame or embedded HTML content
- X Dynamic content pulled from other systems
- X Content not managed within CMS
- X JavaScript, CSS, or other custom code
- X Interactive web forms and/or single page applications
- X Written content within image/diagram
- X Content contained inside a PDF file
- X Documents and images on pages marked "Archive"

## Project Phase 3: Training

OpenCities provides training based on the types of outcomes that City wants to achieve with OpenCities.

### Deliverables:

- ✓ Content Publisher training
- ✓ OpenForms training
- ✓ Site Administrator training
- ✓ OpenCities Help Center orientation

### City Responsibilities:

- ✓ Identify attendees for training
- ✓ Ensure attendance by staff at training
- ✓ Identify power users who will operate as internal “trainers”

### Premium Packages:

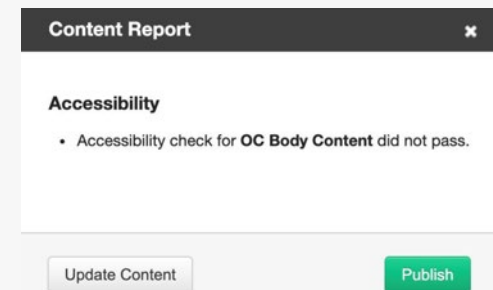
**Writing for the Web**

**Digital Services Academy**

**TransFORMATION Academy**

### Spotlight: Accessibility

By using our optimized platform, content created in OpenCities templates is accessible by design. By default, the website will be WCAG 2.1 AA compliant. Through our Content Publisher and Site Administrator training we show you how to configure the site to check the accessibility to a level consistent with your needs, and to provide prompts to content creators to improve the accessibility of text and images.





## Project Phase 4: Content Creation Review and Beta Launch

Migrate or create quality content for the now fully designed and configured website. Engage staff in owning their pages and web content. Convert static PDFs into dynamic digital forms.

### Deliverables:

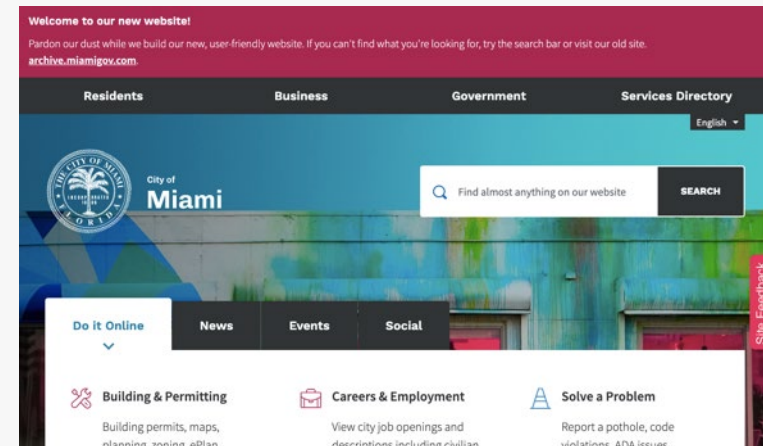
- ✓ Content migration, improvement, or creation by the city
- ✓ Support of content migration process by OpenCities
- ✓ Beta launch (optional)

### City Responsibilities:

- ✓ Creating, improving, or migrating the web content to arrive at the desired outcome for their site
- ✓ Champion ongoing participation by staff to produce the best possible results

### Spotlight: Beta Launch

One of the best things about having an easy-to-use platform is that feedback can be actioned immediately. To gain that feedback, we encourage a staged approach to launching your new website. Statistically, 20% of your pages will be responsible for 80% of your traffic. When those pages are ready, Beta Launch your site with a banner indicating that the new site is in process and linking to the old site for anything missing. This provides an opportunity for feedback from both staff and resident users and gives you the opportunity to address and improve the site content and navigation prior to your full launch.



## Project Phase 5: Launch and Evolve

Launch the new website, gather community response and feedback, continue to improve content based on feedback.

### Deliverables:

- ✓ Launch checklist
- ✓ URL mappings for top pages
- ✓ SSL certificates issued
- ✓ Update DNS
- ✓ Submit sitemap
- ✓ Launch the new site!
- ✓ Project review

### City Responsibilities:

- ✓ Finalize review and proofreading of the site
- ✓ Fully participate in resolution of launch checklist items
- ✓ Coordinate launch and announcements to the community
- ✓ Post-launch survey (optional)
- ✓ Monitor feedback post launch and use it to continuously improve the site

## Spotlight: Feedback and Improvement

There are multiple ways to continuously monitor the site for effectiveness and completeness. Page level feedback can be turned on in the OpenCities platform for specific comments and input. This can be especially useful on Services pages where users are linking to an online form. The forms, themselves, can include comment or value questions, and user surveys can aggregate broad data about the site. All this data can and should be used to make improvements based on resident need. With OpenCities, even site-wide changes can be easily initiated.

### Resident Website Experience Survey

Help us make a better city website

We are in the process of building and testing plans for a better CITY website. Please answer these few short questions to help make a website that works for Everyone! This survey takes about 6 - 8 minutes to complete, and your answers will help us do a better job. Thank you for participating.

Do you live or work in CITY? **Required**

- ☐ Yes  
☐ No

How do you currently use the website?

Over the last 12 months, about how frequently did you visit the CITY website? (one answer only) **Required**

- ☐ Not at all over the last 12 months  
☐ Just once  
☐ A few times throughout the year  
☐ A few times a month  
☐ Once a week or more  
☐ Daily

Exhibit "C"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND  
OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

RFP NO: 21-32

RFP Name: Internet Website Replacement Project

**\*This document should be returned with RFP submittal.\***

- (1) I or We, OpenCities, Inc. (the "Vendor") hereby certify to the best of our knowledge and belief that neither the Vendor nor any of its principals:
- (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local department or agency;
  - (b) have, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for - commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
  - (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) are not considered to be an "immediate family member" of a County employee or public official. Immediate family means the employee's or public official's spouse, parents, step-parents, child, step-child, sibling, step-sibling, half-sibling, grandparent, grandchild, aunt, uncle, niece, nephew, or their in-laws, or an individual claimed by the public official or his/her spouse as a dependent under the United States Internal Revenue Code.
  - (e) have within a 3-year period preceding this Application had one or more public transactions (federal, state, or local) terminated for cause or default.
- (2) If we are unable to certify to any of the statements in this certification, we shall attach an explanation hereto.
- (3) Certification to any of the statements in this certification will be thoroughly reviewed, and may not necessarily preclude the Vendor from consideration for award.
- (4) Falsification of any statement in this Form shall constitute grounds for non-consideration of the vendor's proposal or rescinding of a contract award.

January 6, 2021

Date



Authorized Representative's Signature

Luke Norris

Print Name

MD U.S. Strategy & Government Relations

Print Title

**Exhibit “D”**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**RFP NO: 21-32**

**RFP Name: Internet Website Replacement Project**

**\*This document should be returned with RFP submittal.\***

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which Contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date 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 and fifty dollars (\$250) over the two 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 spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

**“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 made to the following - COUNTY COUNCILORS: David Izraelevitz; Antonio Maggione; James Robinson; Randal Ryt; Katrina Martin; Sara Scott and Pete Sheehey.)

Contribution Made by: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_


\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

—OR—

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

  
\_\_\_\_\_  
Signature

January 6, 2021  
\_\_\_\_\_  
Date

Luke Norris  
\_\_\_\_\_

**Exhibit "E"**  
**VERIFICATION OF AUTHORIZED OFFEROR**  
**RFP NO: 21-32**  
**RFP Name: Internet Website Replacement Project**

**\*This document should be returned with RFP submittal.\***

Sec. 31-261. - State and local preferences.

(a) *Definitions.* For the purposes of this section:

- (1) The terms "resident business" and "resident veteran business" shall be defined as set out in NMSA 1978, § 13-1-21;
- (2) The term "local" as applied to a business shall mean that it meets the requirements of the above definition, maintains its principal office and place of business in Los Alamos County, and has a required Los Alamos County business license.

(b) *Requirements for preference qualification.* The chief purchasing officer shall determine if a preference is applicable to a particular bid or offer on a case-by-case basis. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its bid or proposal to qualify for this preference.

- (1) If a corporation, it shall be incorporated in New Mexico and maintain its principal office and place of business in the state;
- (2) A person shall have qualified with the state chief purchasing officer as a resident business or resident veteran business and obtained a certification number as provided in NMSA 1978, § 13-1-22.

(c) *Preference factor.*

- (1) The preference factor for qualifying resident and local businesses applied to bids and proposals shall be five percent.
- (2) The preference factor for qualifying resident veteran businesses shall be in accordance with the requirements set forth in NMSA 1978, § 13-1-21.

(d) *Invitations for bids.* When bids are received, the price quoted by the qualifying vendor shall be multiplied by 0.95. After application of the preference factor, the contract shall be awarded to the lowest bidder. If one or more low prices are equal, the bid shall be awarded with respect to the next category of offerors listed below, and the next, until an offer qualifies for award. The priority of categories of offers is as follows:

- (1) Local business;
- (2) Resident business.

(e) *Requests for proposals.* When proposals are received, the total evaluation score with or without the cost factor of each proposal received from a qualifying vendor shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offerors is the same as listed in subsection (d) of this section.

(f) *Exemptions from preferences.* The resident and local preference specified in this article shall not be applied:

- (1) To requests for qualifications;
- (2) To any purchase of goods or services in excess of \$500,000.00;
- (3) When the expenditure of federal funds designated in whole or in part for a specific purchase is involved; or
- (4) When the expenditure of grant funds, a condition of which prohibits a local preference, is involved.

(Ord. No. 02-098, § 2, 12-2-2008; Ord. No. 02-305, § 8, 2-25-2020)

Are you requesting Preference?      Yes   X   No

**If yes**, please continue to answer the following questions and attach all requested documentation.

Are you a "resident business" as defined by NMSA 1978 §13-1-21, which means a business that has a valid resident business certificate issued by the taxation and revenue department pursuant to Section 13-1-22 NMSA 1978, but does not include a resident veteran business.      Yes   X   No

**If yes**, please attach a valid resident business certificate issued by the NM Taxation and Revenue Department (NMTRD).

Are you a local business as defined by County Procurement Code Section 31-261, which means that the local business meets the requirements of the above definition of a "resident business," maintains its principal office and place of business in Los Alamos County, and has a required Los Alamos County business license.      Yes   X   No

**If yes**, please answer the following:

Do you have a valid resident business certificate issued by NMTRD?      Yes      No

**If yes**, please attach.


Do you maintain your principal office in Los Alamos County?      Yes      No

Do you maintain your place of business in Los Alamos County?      Yes      No

Do you have a Los Alamos County business license?      Yes      No

**If yes**, please attach.

Having read the proposal conditions and examined the scope of services and deliverables for this RFP, this Proposal is hereby submitted by:

 / Luke Norris MD U.S. Strategy & Government Relations  
Signature and Printed Name of Authorized Offeror Title

OpenCities, Inc. California  
Organization's Legal Name State of Incorporation

Luke@OpenCities.com  
Email Address

1314 22nd Avenue, #697 San Francisco CA 94122  
Mailing Address City State Zip Code

1314 22nd Avenue, #697 San Francisco CA 94122  
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816.200.8925  
Telephone No.

36-4845826  
Federal Tax I.D. # NM CRS # (if located in-state)

Luke Norris, MD U.S. Strategy & Government Relations, Luke@OpenCities.com  
Contract Manager Printed Name, Title and Email Address

If your firm meets the definition of one or more of the types of business described below as defined by the Small Business Administration, please check the appropriate box:

- ☐ Small Business
- ☐ Woman-owned Business
- ☐ Minority-owned Business



# County of Los Alamos

## Staff Report

August 09, 2022

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** F.

**Index (Council Goals):**

**Presenters:** Angelica Gurule, Environmental Services Manager, Juan Rael, Public Works Director and David Izraelevitz, Councilor

**Legislative File:** 16143-22

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### Title

Board/Commission Appointments - Environmental Sustainability Board

### Recommended Action

**I nominate Erik Loechell and Dina Pesenson for re-appointment and Shannon Blair and Jenna Stanek as new appointments to the Environmental Sustainability Board and move that all be appointed for terms beginning August 1, 2022 and ending on July 31, 2024.**

### Body

The Environmental Sustainability Board is a seven-member board with staggered two-year terms beginning August 1 and ending July 31. A copy of the current Board Member roster is attached for reference (Attachment A).

The vacancies are a result of three member terms expiring on July 31, 2022 and two resignations. Erik Loechell served one partial and one full term. Dina Pesenson served one term and is eligible for reappointment. Jessie Emerson served one partial term, applied and rescinded her application. Allison Chan and Amanda MacDonald resigned from the board.

The applicants are:

Erik Loechell [DTS]

Shannon Blair [D]

Dina Pesenson [D]

Jenna Stanek [D]

Applicants were interviewed by an interview committee July 12 and 14, 2022. The interview committee consisted of the following:

ESB Member: Makayla Lui

Council Liaison: David Izraelevitz

ESB Staff Liaison: Angelica Gurule

The interview committee recommends reappointing Erik Loechell and Dina Pesenson for a second full term, and appointing Shannon Blair and Jenna Stanek to a first full term on the ESB.

Party affiliations are noted as [D] Democrat, [R] Republican, [I] Independent, [G] Green, [L]



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Libertarian, [DTS] Declined to State, and [N] Not Registered to Vote.

Appointing the applicants will not violate the County Charter restriction concerning political party majorities on Boards and Commissions.

**Attachments**

- A - Environmental Sustainability Board Member Roster
- B - Application Packet for Erik Loechell
- C - Application Packet for Shannon Blair
- D - Application Packet for Dina Pesenson
- E - Application Packet for Jenna Stanek
- F - Interview Panel Recommendation



## Board Roster



**Hermann Geppert-Kleinrath**

**1st Term** Aug 01, 2021 - Jul 31, 2023

**Appointing Authority** County Council

**Position** ES2

**Office/Role** Member

**Category** DTS



**Makayla J Lui**

**1st Term** Aug 01, 2021 - Jul 31, 2023

**Appointing Authority** County Council

**Position** ES3

**Office/Role** Member

**Category** DTS



**Vacancy**



**Vacancy**



**Vacancy**



**Vacancy**



## Vacancy

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## General Information

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

Once a resident fills out and submits this application, an interview is scheduled with the B&C's County Council liaison, the relevant staff liaison, and the B&C Chair. After the interviews, the applicants' names are presented to the full Council during a regularly scheduled Council meeting, where a vote is taken regarding the appointment of each applicant. Each applicant will be notified if they are appointed or not.

Only on-line applications will be considered.

*If you are interested in applying for Labor Relations Board, please contact Denise Cassel at 505-662-8047.*

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## Profile

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### Board and Commission Application

Note: Please be aware that as a public entity, the County of Los Alamos, is obligated to furnish this information to the public if requested. Note also that current LANL employees, if appointed to a Board or Commission, may be required by LANL to complete a 701 form.

Erik

First Name

Loechell

Middle Initial

Last Name

Street Address

City

Email Address

Primary Phone

Alternate Phone

Suite or Apt

State

Postal Code

**Party affiliation as registered: (Select one of the following) \***

☒ Other

**Registered to vote in Los Alamos?**

☐ Yes ☒ No

**How did you learn of this Board/Commission vacancy?**

Talked with Angelica Gurule

ATTACHMENT B

Erik Loechell

**Do you currently serve on any County Board or Commission?**

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☒ Yes ☐ No

**If yes, which one? (Los Alamos County law prohibits residents from serving concurrently on more than one County board except as expressly approved in writing by the County Council before the appointment is made.)**

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Environmental Sustainability Board

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## **Interests & Experiences**

**Which Boards would you like to apply for?**

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Environmental Sustainability: Submitted

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

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I am deeply passionate about environmental sustainability and would love to see the county adapt more sustainable principles. I have a Masters degree in Environmental Policy and Management with an emphasis on Energy and Sustainability and a Leadership in Energy and Environmental Design (LEED) Green Associate certification. I believe my background and knowledge would be of benefit to the board and the community. I would love to see the county be more sustainable through further education programs, a plastic bag ban, and organics collection.

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

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I served on the Environmental Sustainability Board from 2016 to 2018. And 2021-2022. During that time I worked on several projects, including the implementation on the yard trimming roll carts. I work as an Environmental Project Manager for N3B with a focus on Environmental Remediation. My projects include work on Los Alamos County and Los Alamos National Laboratory property for the aggregate area soil remediation program.

**The time involved may be 10-15 hours per month or more. Are you able to serve the volunteer hours and attend training needed to perform your duties as an appointee?**

---

Yes

**What would you like to accomplish during your tenure on this Board or Commission? (Please identify any special interests you have that led you to become interested in serving on this Board or Commission.)**

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I would love to implement an food recycling for the County. My vision is that we have a large, bear proof food collection dumpster based near the highschool track parking lot where the glass and cardboard recycling exist. Coinciding with the implementation of the dumpster would be a program to promote/provide organics collection containers (small less than 5 gallon bins) for people to have at home and use with compostable bags. People could then collect their organics at home in the bin and drop-off the organics at the dumpster. With the county already collecting yard trimmings and composting them along with the biproduct from the waste treatment facility, the county could then add the food collection to the compost, if possible.

**Have you had any direct or indirect involvement with this Board or Commission or with the County staff supporting this Board or Commission or County Councilors? If so, please explain.**

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Yes, I served on the board from 2016 to 2018, and 2021-2022 and interact with several of the board members on a casual basis.

**Are there any issue or matters, financial or otherwise, that you are now or might become involved in that may come before the Board or Commission for which you seek appointment?**

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No

If you have any questions, please contact Barbara Lai at 505-663-3436 or [barbara.lai@lacnm.us](mailto:barbara.lai@lacnm.us)



## County Manager's Office

### **BOARD & COMMISSION INTERVIEW QUESTIONS FOR B&C MEMBERS APPLYING FOR A SECOND TERM**

Erik Loechell  
Applicant's Name

ESB  
Board or Commission

D. Izraelvitz  
Interviewer Name

1pm 7/14/22  
Date/Time of Interview

Interview Conducted:  
  x   ZOOM  
       Telephone

***NOTE TO INTERVIEW PANEL: Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.***

#	Question/Documented Response
1	<p>Since you are re-applying for this position, you must feel that the Board or Commission actions are worthwhile. What do you consider to be the positive aspects of the position? The negative?</p> <p>Excited that we enacted some changes, such as yard trimming carts, bear bins, looked at food composting – super enjoyed. Not any negatives. People are excited and appreciative. There more to do about composting.</p>
2	<p>What has the Board or Commission accomplished during your term? What have you been able to contribute to the accomplishments that you are pleased with?</p> <p>Able to get yard trimming, bear bins. Did a lot of education. Having a background in sustainability was helpful.</p>
3	<p>What do you believe are the greatest issues facing the Board or Commission for which you've applied and how do you feel this Board or Commission can contribute to the resolution of these issues?</p> <p><i>[Note to interview panel: If the answer to this question appears to be off base with Council's goals or directives, please explore a little more.]</i></p> <p>Not many issues. Bear bin rollout will be complex. We explored pay as you throw. Continue to do outreach and communication and work with schools to keep diverting and stop waste at source. Figuring out issues related to food composing.</p>
4	<p>Now that you've served on this board or commission, how do you perceive the role of County Boards and Commissions in local government? Do you have suggestions for better operation of this board or commission? Of operations of the Board and Commission system in general?</p> <p>Basically a pathway for citizens to have a voice and educate the public about issues. No other suggestions</p>

5	<p>Based on your experience serving on this board or commission, please share your thoughts on the communication methods between this Board and Council? How can we improve?</p> <p>I think we are good on communications.</p>
6	<p>Have you attended any training sessions related to your duties and responsibilities as a board member? Is there any training that you feel the County could provide to improve the effectiveness or efficiency of the board or commission system, as a whole, or of board or commission members individually?</p> <p>Training about legal issues, quorum issues, public meetings. No improvement noted. Attended training on open meetings.</p>
7	<p>What suggestions/comments would you like to offer in connection with your Board or Commission service so far?</p> <p>No suggestions. Staff has been very helpful.</p>
8	<p>The purpose of this question is to make sure you are aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to continue serving on this Board?</p> <p>No deterrent</p>
9	<p>If this board decides (or is required) to “live stream” their meeting, will this be a deterrent to your willingness to continue serving on the board?</p> <p>No deterrent</p>
10	<p>Do you have any questions of the interview panel?</p> <p>No.</p>
11	<p><i>[Interview panel: Ask questions you think necessary for clarification of the answers this applicant provided on their application form or during this interview.]</i></p>

Notes

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



# LOS ALAMOS

## County Manager's Office

### **BOARD & COMMISSION INTERVIEW QUESTIONS FOR B&C MEMBERS APPLYING FOR A SECOND TERM**

Erik Loechell  
Applicant's Name

ESB  
Board or Commission

Makayla Lui  
Interviewer Name

July 14, 2022 1pm  
Date/Time of Interview

Interview Conducted:  
X ZOOM  
\_\_\_\_ Telephone

**NOTE TO INTERVIEW PANEL: Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.**

#	Question/Documented Response
1	<p>Since you are re-applying for this position, you must feel that the Board or Commission actions are worthwhile. What do you consider to be the positive aspects of the position? The negative?</p> <p>- Have been able to enact change! - bear carts - round up - composting - bio canyon</p> <p>- no negatives</p>
2	<p>What has the Board or Commission accomplished during your term? What have you been able to contribute to the accomplishments that you are pleased with?</p> <p>- yard trimmings carts / diversion - bear carts - lots of out reach - recycle - feasibility study</p>
3	<p>What do you believe are the greatest issues facing the Board or Commission for which you've applied and how do you feel this Board or Commission can contribute to the resolution of these issues?</p> <p>[Note to interview panel: If the answer to this question appears to be off base with Council's goals or directives, please explore a little more.]</p> <p>- No issues. - continue implementation - continue to out reach to community &amp; schools</p> <p>- source reduction - costs + investments</p>

4	<p>Now that you've served on this board or commission, how do you perceive the role of County Boards and Commissions in local government? Do you have suggestions for better operation of this board or commission? Of operations of the Board and Commission system in general?</p> <ul style="list-style-type: none"> <li>- It's a pathway for citizens to have a <del>voice</del> voice</li> <li>- an education conduit to county council</li> <li>- look out for county - help to move in the direction community members prefer.</li> <li>- No suggestions. Except we need more Angeliza's ☺</li> </ul>
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Revised 2/12/18

5	<p>Based on your experience serving on this board or commission, please share your thoughts on the communication methods between this Board and Council? How can we improve?</p> <ul style="list-style-type: none"> <li>- We are good because of good county council representatives</li> <li>- Overlap + interest</li> <li>- "Top notch"</li> </ul>
6	<p>Have you attended any training sessions related to your duties and responsibilities as a board member? Is there any training that you feel the County could provide to improve the effectiveness or efficiency of the board or commission system, as a whole, or of board or commission members individually?</p> <ul style="list-style-type: none"> <li>- yes <ul style="list-style-type: none"> <li>- language use</li> <li>- rules about quorum</li> <li>- materials sent out</li> </ul> </li> <li>- no suggestions</li> </ul>
7	<p>What suggestions/comments would you like to offer in connection with your Board or Commission service so far?</p> <ul style="list-style-type: none"> <li>- no suggestions</li> <li>- it's a solid board and fun!</li> </ul>
8	<p>The purpose of this question is to make sure you are aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to continue serving on this Board?</p> <ul style="list-style-type: none"> <li>- no deterrent</li> </ul>
9	<p>If this board decides (or is required) to "live stream" their meeting, will this be a deterrent to your willingness to continue serving on the board?</p> <ul style="list-style-type: none"> <li>- no concern</li> </ul>
10	<p>Do you have any questions of the interview panel?</p> <ul style="list-style-type: none"> <li>- no questions</li> </ul>

11	<i>[Interview panel: Ask questions you think necessary for clarification of the answers this applicant provided on their application form or during this interview.]</i>
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*Notes*

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



County Manager's Office

**BOARD & COMMISSION INTERVIEW QUESTIONS  
FOR B&C MEMBERS APPLYING FOR A SECOND TERM**

Erik Loechell  
Applicant's Name

ESB  
Board or Commission

Angelica Gurulé  
Interviewer Name

July 14, 2022  
Date/Time of Interview

Interview Conducted:  
X ZOOM  
\_\_\_\_ Telephone

**NOTE TO INTERVIEW PANEL:** Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

#	Question/Documented Response
1	<p>Since you are re-applying for this position, you must feel that the Board or Commission actions are worthwhile. What do you consider to be the positive aspects of the position? The negative?</p> <p>Positive - been able to implement change in community. Ex. Yard trimming carts, Bear bins, food waste is in progress and under consideration</p>
2	<p>What has the Board or Commission accomplished during your term? What have you been able to contribute to the accomplishments that you are pleased with?</p> <ul style="list-style-type: none"><li>• Yard trimming carts</li><li>• Bear Resistant carts</li><li>• Education + Outreach for new programs</li></ul>
3	<p>What do you believe are the greatest issues facing the Board or Commission for which you've applied and how do you feel this Board or Commission can contribute to the resolution of these issues?</p> <p>[Note to interview panel: If the answer to this question appears to be off base with Council's goals or directives, please explore a little more.]</p> <p>ESB has explored SAYT to reduce waste + cost also educating residents is important.</p>

4	<p>Now that you've served on this board or commission, how do you perceive the role of County Boards and Commissions in local government? Do you have suggestions for better operation of this board or commission? Of operations of the Board and Commission system in general?</p> <p>ESB is a pathway for citizens to have a voice.  ESB also acts as education for special topics that require experts.  - No suggestions.</p>
---	--

Revised 2/12/18

5	<p>Based on your experience serving on this board or commission, please share your thoughts on the communication methods between this Board and Council? How can we improve?</p> <p>Having an active Council liaison to ESB.  is very helpful. Our current liaison  is top notch.</p>
6	<p>Have you attended any training sessions related to your duties and responsibilities as a board member? Is there any training that you feel the County could provide to improve the effectiveness or efficiency of the board or commission system, as a whole, or of board or commission members individually?</p> <p>Yes. BIC orientation manual  • Robert Rules of Order</p>
7	<p>What suggestions/comments would you like to offer in connection with your Board or Commission service so far?</p> <p>None. ESB is a solid board.</p>
8	<p>The purpose of this question is to make sure you are aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to continue serving on this Board?</p> <p>No</p>
9	<p>If this board decides (or is required) to "live stream" their meeting, will this be a deterrent to your willingness to continue serving on the board?</p> <p>No</p>

10	Do you have any questions of the interview panel?  No.
11	<i>[Interview panel: Ask questions you think necessary for clarification of the answers this applicant provided on their application form or during this interview.]</i>

Notes

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

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**General Information**

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

Once a resident fills out and submits this application, an interview is scheduled with the B&C's County Council liaison, the relevant staff liaison, and the B&C Chair. After the interviews, the applicants' names are presented to the full Council during a regularly scheduled Council meeting, where a vote is taken regarding the appointment of each applicant. Each applicant will be notified if they are appointed or not.

Only on-line applications will be considered.

*If you are interested in applying for Labor Relations Board, please contact Denise Cassel at 505-662-8047.*

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**Profile**

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Board and Commission Application

Note: Please be aware that as a public entity, the County of Los Alamos, is obligated to furnish this information to the public if requested. Note also that current LANL employees, if appointed to a Board or Commission, may be required by LANL to complete a 701 form.

Shannon

First Name

N

Middle Initial

Blair

Last Name

Street Address

City

Email Address

Primary Phone

Alternate Phone

Suite or Apt

State

Postal Code

**Party affiliation as registered: (Select one of the following) \***☒ Democrat**Registered to vote in Los Alamos?**☐ Yes ☒ No**How did you learn of this Board/Commission vacancy?**

Referral by Erik Loechell

ATTACHMENT C

Shannon N Blair

**Do you currently serve on any County Board or Commission?**

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☐ Yes ☒ No

**If yes, which one? (Los Alamos County law prohibits residents from serving concurrently on more than one County board except as expressly approved in writing by the County Council before the appointment is made.)**

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## **Interests & Experiences**

**Which Boards would you like to apply for?**

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Environmental Sustainability: Submitted

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

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As I was born and raised in Los Alamos, I have a vested interest in the wellbeing of Los Alamos and its residents. I believe that it is vital that Los Alamos and its residents help mitigate and combat climate change, and adapt and prepare for the coming changes and hazards. I am interested in this position as I would like to help Los Alamos become a more sustainable community. Additionally, through my work at LANL and sustainability focused education, I believe that my skill set would be helpful to the Board.

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

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Currently, I am a Sustainability and Greenhouse Gas Emissions Analyst with the Utilities Division at Los Alamos National Laboratory. In my position, I work to lower our greenhouse gas emissions, conduct greenhouse gas inventories and am a member of both of the Net-Zero Planning Team and the Vulnerability Adaptation and Resiliency Planning (VARP) Team. While I may not be able to speak directly about the projects that LANL is doing, I believe that the skills and knowledge I have gained from this position will help the Environmental Sustainability Board. Additionally, I hold a masters degree in Environment and Sustainability from the University of Michigan's School for Environment and Sustainability (SEAS). While at SEAS, I took a variety of sustainability focused classes and completed my capstone research project working on a climate change plan for Ocean Spray Cranberries.

**The time involved may be 10-15 hours per month or more. Are you able to serve the volunteer hours and attend training needed to perform your duties as an appointee?**

---

Yes, I am able to serve the volunteer hours and attend trainings as needed.



**What would you like to accomplish during your tenure on this Board or Commission?  
(Please identify any special interests you have that led you to become interested in serving  
on this Board or Commission.)**

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During my tenure on this Board, I hope to help Los Alamos County establish and move towards net-zero goals focusing on setting science-based targets. This would support the current efforts regarding Project DrawDown listed in the FY 22 work plan. Additionally, I would like to support the education efforts around the community that have been completed thus far. As we move towards more EV/PHEVs, I think it would be important to provide education and dispel the many myths surrounds EV/PHEVs. It would be interesting to also pursue residential PV solar education answering questions and providing resources to residents interested in learning more about residential solar. I am also very interesting in supporting the proposed compost programs in the FY 22 work plan. Lastly, if this is not already done, I would like to pursue collaboration between Los Alamos County and the surrounding communities regarding sustainability initiatives. As we move forward with more rigorous sustainability goals and requirements, it will be important to develop working relationships with our neighbors to help meet the goals collaboratively.

**Have you had any direct or indirect involvement with this Board or Commission or with the County staff supporting this Board or Commission or County Councilors? If so, please explain.**

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I am friends with Erik Loechell and used to work with him from June 2016 to June 2017. I also used to work with Allison Chan during that same time period.

**Are there any issue or matters, financial or otherwise, that you are now or might become involved in that may come before the Board or Commission for which you seek appointment?**

---

No, there are no issues or matters. Note - I am not sure where else to add this but I just moved back to White Rock from Santa Fe and that is why I am not registered to vote in Los Alamos. The un-registration will open up in Santa Fe on July 12 and at that time I can unregister in Santa Fe and register to vote in Los Alamos.

If you have any questions, please contact Barbara Lai at 505-663-3436 or [barbara.lai@lacnm.us](mailto:barbara.lai@lacnm.us)

# LOS ALAMOS

## County Manager's Office BOARD & COMMISSION INTERVIEW QUESTIONS

Shannon Blair  
Applicant's Name

ESB  
Board or Commission

Angelica Gurule  
Interviewer Name

July 14, 2022 @ 1:30pm  
Date/Time of Interview

Interview Conducted:  
☒ ZOOM  
☐ Telephone

**NOTE TO INTERVIEW PANEL:** Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

- VARP Team  
- Net Zero Initiative.

#	Question/Documented Response	GTG Emissions Analyst.
1	Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.  From LA. Degree in Env Sci + Geology. Worked on water collection projects. Masters in Env / Sustainability (GIS) @ Ocean Spray Cranberries	Colorado Ski Resort.
2	What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.]  • Reducing GTG emissions • How do we get community members involved. & make our community more sustainable.	
3	How do you perceive the role of County Boards and Commissions in local government?  - Big proponent of civil service. - Give residents the ability to have a voice & influence decisions	
4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?  • Communication • Interest + education in sustainability & willingness to learn.	
5	What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve?  Developing a personal relationship with staff. Learn about people & who they are outside of work to build rapport.	

6	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>- Track leaders, helped on response team. - How to develop community remotely</p>
7	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>Yes.</p>
8	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p>Yes</p>
9	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>No</p>
10	<p>Currently, a few boards or commissions are “live streaming” their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you’re applying for one of the boards currently streaming or if it becomes a requirement for all B&amp;Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p>No.</p>
11	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p>
12	<p>Do you have any questions for the interview panel?</p> <p>. Tell me about the ESB. Advisory to Council . How many hours commitment is required? 20hr/month</p>

Notes:

What are you most excited about? Makayla - Bear Carts

mtg, plus outreach ideas.



County Manager's Office  
BOARD & COMMISSION INTERVIEW QUESTIONS

Shannon Blair  
Applicant's Name

ESB  
Board or Commission

Makayla Lai  
Interviewer Name

7/14/2022 @ 1:30  
Date/Time of Interview

Interview Conducted:  
X ZOOM  
Telephone

**NOTE TO INTERVIEW PANEL: Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.**

#	Question/Documented Response
1	Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission. <ul style="list-style-type: none"><li>- Born + raised in Los Alamos</li><li>- Whitman college</li><li>- environmental science + geology</li><li>- water projects</li><li>- ski resort → sustainability</li></ul>
2	What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.] <ul style="list-style-type: none"><li>- Read through work plan</li><li>- improve communication</li><li>- how do we get to net zero - project draw down</li></ul>
3	How do you perceive the role of County Boards and Commissions in local government? <ul style="list-style-type: none"><li>- important for community members to influence the community</li><li>- support civil service / volunteer</li></ul>
4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? <ul style="list-style-type: none"><li>- communication</li><li>- provide constructive feedback</li><li>- interest/education in the area</li><li>- passion to learn + do own research / always learning</li><li>- team work skills</li></ul>
5	What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve? <ul style="list-style-type: none"><li>- not waste time</li><li>- develop relationships - get to know individuals</li><li>- update quickly</li></ul>

6	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>- grad school track leader - facilitate weekly meetings - address concerns - coordinate events</p> <p>Covid response team - new students - foster community - address mental health concerns</p>
7	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>- Vangley familiar</p>
8	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p>- yes</p>
9	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>- not a deterrent</p>
10	<p>Currently, a few boards or commissions are “live streaming” their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you’re applying for one of the boards currently streaming or if it becomes a requirement for all B&amp;Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p>- not a deterrent</p>
11	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p> <p>—</p>
12	<p>Do you have any questions for the interview panel?</p> <p>- what role does ESB play exactly? - Is there collaboration between ESB + other communities?</p>

Notes:



**County Manager's Office**  
**BOARD & COMMISSION INTERVIEW QUESTIONS**

Shannon Blair  
Applicant's Name

ESB  
Board or Commission

D. Izraelevitz  
Interviewer Name

1:30pm 7/14/22  
Date/Time of Interview

Interview Conducted:  
  x   ZOOM  
       Telephone

***NOTE TO INTERVIEW PANEL: Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.***

#	Question/Documented Response
1	Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission. Raised in LA. Degree in Environmental Science and Geology. Worked at LANL remediation, grad school at U. Michigan in environmental science and sustainability. Now work full time at LANL.
2	What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [ <i>Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.</i> ] Are there ways to improve communication with new residents? How to get to net zero? Some solutions may not work in NM (lack of water) How to help with sustainability efforts?
3	How do you perceive the role of County Boards and Commissions in local government? Believe in public service. Parents were very involved. Looking for a way to get involved in the community. This is a great opportunity.
4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? Communications is important. Accepting feedback and not take it personally. Good to have a level of interest and education in the area. Having a passion to learn and reach out to other committees as needed. Being able to take on challenges. I believe I have those skills.
5	What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve? Not wasting time! Developing relationships with staff. Prefer to work with people face to face, on an individual basis. We are More inclined to work together if we have a personal relationship.

6	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>Not been involved in a board, but in college was a leader of an academic “track,” so led weekly meetings with other leaders to raise Concerns and plan events with prof and speakers. Was on COVID response team, how to bring in new students, organize classes, Organize a community remotely.</p>
7	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>Vaguely, somewhat familiar</p>
8	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p>Yes</p>
9	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>Not a deterrent</p>
10	<p>Currently, a few boards or commissions are “live streaming” their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you’re applying for one of the boards currently streaming or if it becomes a requirement for all B&amp;Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p>Not a deterrent</p>
11	<p><i>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</i></p>
12	<p>Do you have any questions for the interview panel?</p> <p>How does the board work, amount of time required?</p>

Notes:



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## General Information

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

Once a resident fills out and submits this application, an interview is scheduled with the B&C's County Council liaison, the relevant staff liaison, and the B&C Chair. After the interviews, the applicants' names are presented to the full Council during a regularly scheduled Council meeting, where a vote is taken regarding the appointment of each applicant. Each applicant will be notified if they are appointed or not.

Only on-line applications will be considered.

*If you are interested in applying for Labor Relations Board, please contact Denise Cassel at 505-662-8047.*

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## Profile

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### Board and Commission Application

Note: Please be aware that as a public entity, the County of Los Alamos, is obligated to furnish this information to the public if requested. Note also that current LANL employees, if appointed to a Board or Commission, may be required by LANL to complete a 701 form.

Dina

First Name

Pesenson

Middle Initial

Last Name

Street Address

City

Email Address

Primary Phone

Alternate Phone

Suite or Apt

State

Postal Code

**Party affiliation as registered: (Select one of the following) \***

☒ Democrat

**Registered to vote in Los Alamos?**

☒ Yes ☐ No

**How did you learn of this Board/Commission vacancy?**

i'm currently on ESB

ATTACHMENT D

Dina Pesenson



**Do you currently serve on any County Board or Commission?**

☒ Yes ☐ No

**If yes, which one? (Los Alamos County law prohibits residents from serving concurrently on more than one County board except as expressly approved in writing by the County Council before the appointment is made.)**

ESB

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## **Interests & Experiences**

**Which Boards would you like to apply for?**

Environmental Sustainability: Submitted

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

I have been on this board for one appointment which just allowed me to become familiar with the process and more effective. I would like to continue my appointment as I will be a more productive member with my current board experience.

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

I'm a volunteer coach for a kids group from a local non-profit (Southwest Nordic Ski Club) and we utilize county parks, recreation facilities and trails on a weekly basis for our group's practices and training.

**The time involved may be 10-15 hours per month or more. Are you able to serve the volunteer hours and attend training needed to perform your duties as an appointee?**

yes.

**What would you like to accomplish during your tenure on this Board or Commission? (Please identify any special interests you have that led you to become interested in serving on this Board or Commission.)**

I would like to keep working on recent ESB related topics that have been brought up to the board as important to the community by community like effects of different lighting, food composting, trail developments/impacts.

**Have you had any direct or indirect involvement with this Board or Commission or with the County staff supporting this Board or Commission or County Councilors? If so, please explain.**

I have been on the Parks and Rec board for 2 years and on ESB for 1 year.

**Are there any issue or matters, financial or otherwise, that you are now or might become involved in that may come before the Board or Commission for which you seek appointment?**

no



County Manager's Office

**BOARD & COMMISSION INTERVIEW QUESTIONS  
FOR B&C MEMBERS APPLYING FOR A SECOND TERM**

Dina Pesenson  
Applicant's Name

ESB  
Board or Commission

D. Izraelevitz  
Interviewer Name

1pm, 7/12/22  
Date/Time of Interview

Interview Conducted:  
  x   ZOOM  
       Telephone

***NOTE TO INTERVIEW PANEL: Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.***

#	Question/Documented Response
1	<p>Since you are re-applying for this position, you must feel that the Board or Commission actions are worthwhile. What do you consider to be the positive aspects of the position? The negative?</p> <p>Positive giving more voice to comm concerns through channels. Useful input from the community, but it's not obvious how to bring up that input. Negative? Hard to know how to proceed with each info from community? Do enjoy process and staff is helpful.</p>
2	<p>What has the Board or Commission accomplished during your term? What have you been able to contribute to the accomplishments that you are pleased with?</p> <p>Presented to Council have been possible from staff support and board members. Able to do significant things. I was an active part of the process and getting more board members active. Believe the board has become active, and that has been helpful. Eric should get a lot credit in this also.</p>
3	<p>What do you believe are the greatest issues facing the Board or Commission for which you've applied and how do you feel this Board or Commission can contribute to the resolution of these issues?</p> <p><i>[Note to interview panel: If the answer to this question appears to be off base with Council's goals or directives, please explore a little more.]</i></p> <p>A problem is not having sufficient new people applying, although new people are very active, but concerned with low applications. Have been busy and haven't encouraged people to apply. That is our biggest hurdle to get new members who stay on longer.</p>

4	<p>Now that you've served on this board or commission, how do you perceive the role of County Boards and Commissions in local government? Do you have suggestions for better operation of this board or commission? Of operations of the Board and Commission system in general?</p> <p>Role is advisory and believe that is the case. Not quite clear in the community how to get involved in the board and not sure how to improve that. Current staff and board is better at this, but a better process might be useful, but not sure how to make a suggestion.</p>
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Revised 2/12/18

5	<p>Based on your experience serving on this board or commission, please share your thoughts on the communication methods between this Board and Council? How can we improve?</p> <p>Main communication process has been council liaison, doing well with this process now. Also, depends on the people involved, but no suggestions for changes</p>
6	<p>Have you attended any training sessions related to your duties and responsibilities as a board member? Is there any training that you feel the County could provide to improve the effectiveness or efficiency of the board or commission system, as a whole, or of board or commission members individually?</p> <p>Roberts rules training was really useful (in previous board) yearly training would be helpful. Depends on kind of people and how board is working. If multiple people ask for training, we should provide that.</p>
7	<p>What suggestions/comments would you like to offer in connection with your Board or Commission service so far?</p> <p>Communication between board and council is most important. Did appreciate support by Council of our proposals. No suggestions for changes.</p>
8	<p>The purpose of this question is to make sure you are aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to continue serving on this Board?</p> <p>Not a deterrent</p>
9	<p>If this board decides (or is required) to "live stream" their meeting, will this be a deterrent to your willingness to continue serving on the board?</p> <p>Not a deterrent</p>
10	<p>Do you have any questions of the interview panel?</p> <p>No</p>

11	<i>[Interview panel: Ask questions you think necessary for clarification of the answers this applicant provided on their application form or during this interview.]</i>
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*Notes*

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



County Manager's Office

**BOARD & COMMISSION INTERVIEW QUESTIONS  
FOR B&C MEMBERS APPLYING FOR A SECOND TERM**

Dina Pesenson  
Applicant's Name

ESB  
Board or Commission

Angelica Gurulé  
Interviewer Name

July 12, 2022 @ 1:00pm  
Date/Time of Interview

Interview Conducted:  
X ZOOM  
\_\_\_\_ Telephone

***NOTE TO INTERVIEW PANEL: Please remember to use this interview  
as an opportunity to share Council's directives and guidance for B&C's.***

#	Question/Documented Response
1	<p>Since you are re-applying for this position, you must feel that the Board or Commission actions are worthwhile. What do you consider to be the positive aspects of the position? The negative?</p> <p>Positive - giving the community a voice through an appropriate channels, outreaching to community.</p> <p>Negative - Knowing how to proceed w/ community input. Staff is helpful though.</p>
2	<p>What has the Board or Commission accomplished during your term? What have you been able to contribute to the accomplishments that you are pleased with?</p> <p>Outreach &amp; education to community. Active in moving projects forward such as glyphosate ban.</p>
3	<p>What do you believe are the greatest issues facing the Board or Commission for which you've applied and how do you feel this Board or Commission can contribute to the resolution of these issues?</p> <p>[Note to interview panel: If the answer to this question appears to be off base with Council's goals or directives, please explore a little more.]</p> <p>Worried about having low participation on the board. Sharing word of mouth is very important.</p>

4 Now that you've served on this board or commission, how do you perceive the role of County Boards and Commissions in local government? Do you have suggestions for better operation of this board or commission? Of operations of the Board and Commission system in general?

The board is a central place to gather community information. It's not clear before coming on the board of how issues are brought forward & procedure to move forward.

Revised 2/12/18

5 Based on your experience serving on this board or commission, please share your thoughts on the communication methods between this Board and Council? How can we improve?

Having an active Council Liaison is really important to effective communication?

6 Have you attended any training sessions related to your duties and responsibilities as a board member? Is there any training that you feel the County could provide to improve the effectiveness or efficiency of the board or commission system, as a whole, or of board or commission members individually?

Robert Rules of Order training during service on Parks + Rec board.  
This was very valuable.

7 What suggestions/comments would you like to offer in connection with your Board or Commission service so far?

- Communication between ESBT Council is effective & important.
- Appreciates Council's consideration of ESB recommendations.
- At the moment things are working really well.

8 The purpose of this question is to make sure you are aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to continue serving on this Board?

It is not.

9 If this board decides (or is required) to "live stream" their meeting, will this be a deterrent to your willingness to continue serving on the board?

No.

10	Do you have any questions of the interview panel?  No.
11	<i>[Interview panel: Ask questions you think necessary for clarification of the answers this applicant provided on their application form or during this interview.]</i>

Notes

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

# LOS ALAMOS

## County Manager's Office

### **BOARD & COMMISSION INTERVIEW QUESTIONS FOR B&C MEMBERS APPLYING FOR A SECOND TERM**

Dina Resenson

Applicant's Name

ESB

Board or Commission

Makayla Lee

Interviewer Name

7/12/2022 @ 1:30

Date/Time of Interview

Interview Conducted:

X ZOOM

Telephone

**NOTE TO INTERVIEW PANEL: Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.**

#	Question/Documented Response
1	<p>Since you are re-applying for this position, you must feel that the Board or Commission actions are worthwhile. What do you consider to be the positive aspects of the position? The negative?</p> <p>- giving voice &amp; to the public through proper channels</p> <p>- bureaucracy</p>
2	<p>What has the Board or Commission accomplished during your term? What have you been able to contribute to the accomplishments that you are pleased with?</p> <p>- bear carts</p> <p>- round up</p>
3	<p>What do you believe are the greatest issues facing the Board or Commission for which you've applied and how do you feel this Board or Commission can contribute to the resolution of these issues?</p> <p>[Note to interview panel: If the answer to this question appears to be off base with Council's goals or directives, please explore a little more.]</p> <p>- greatest issue is losing board members and not gaining &amp; more.</p>



4	<p>Now that you've served on this board or commission, how do you perceive the role of County Boards and Commissions in local government? Do you have suggestions for better operation of this board or commission? Of operations of the Board and Commission system in general?</p> <p>- board is advisory</p> <p>- generally <del>community</del> community doesn't know how to get involved.</p>
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Revised 2/12/18

5	<p>Based on your experience serving on this board or commission, please share your thoughts on the communication methods between this Board and Council? How can we improve?</p> <p>communication is done mainly through our council liaison - that's been great.</p>
6	<p>Have you attended any training sessions related to your duties and responsibilities as a board member? Is there any training that you feel the County could provide to improve the effectiveness or efficiency of the board or commission system, as a whole, or of board or commission members individually?</p> <p>yes</p> <p>- Roberts rules of orders - surprisingly fun. ☺</p>
7	<p>What suggestions/comments would you like to offer in connection with your Board or Commission service so far?</p> <p>- no suggestions</p>
8	<p>The purpose of this question is to make sure you are aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to continue serving on this Board?</p> <p>- not a deterrent</p>
9	<p>If this board decides (or is required) to "live stream" their meeting, will this be a deterrent to your willingness to continue serving on the board?</p> <p>- live streaming is great!</p>
10	<p>Do you have any questions of the interview panel?</p> <p>- no questions</p>

11	<i>[Interview panel: Ask questions you think necessary for clarification of the answers this applicant provided on their application form or during this interview.]</i>
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*Notes*

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

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**General Information**

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

Once a resident fills out and submits this application, an interview is scheduled with the B&C's County Council liaison, the relevant staff liaison, and the B&C Chair. After the interviews, the applicants' names are presented to the full Council during a regularly scheduled Council meeting, where a vote is taken regarding the appointment of each applicant. Each applicant will be notified if they are appointed or not.

Only on-line applications will be considered.

*If you are interested in applying for Labor Relations Board, please contact Denise Cassel at 505-662-8047.*

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**Profile**

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Board and Commission Application

Note: Please be aware that as a public entity, the County of Los Alamos, is obligated to furnish this information to the public if requested. Note also that current LANL employees, if appointed to a Board or Commission, may be required by LANL to complete a 701 form.

Jenna

First Name

Stanek

Middle Initial

Last Name

Street Address

City

Email Address

Primary Phone

Alternate Phone

Suite or Apt

State

Postal Code

**Party affiliation as registered: (Select one of the following) \***☒ Democrat**Registered to vote in Los Alamos?**☒ Yes ☐ No**How did you learn of this Board/Commission vacancy?**

I gave a presentation to the ESB.

ATTACHMENT E

Jenna Stanek

**Do you currently serve on any County Board or Commission?**

☐ Yes ☒ No

**If yes, which one? (Los Alamos County law prohibits residents from serving concurrently on more than one County board except as expressly approved in writing by the County Council before the appointment is made.)**

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## **Interests & Experiences**

**Which Boards would you like to apply for?**

Environmental Sustainability: Submitted

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

As an ecologist with a masters in wildlife biology and two bachelor's degrees, one in ecology and one in environmental policy, I would like to provide my expertise on topics of interest. I would be honored to assist in the implementation of the County's environmental agenda, providing both advice, guidance, and review.

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

I am a regular volunteer for the Pajarito Environmental Education Center and a continuous outreach educator for the Los Alamos National Laboratory where I work as a ecologist/wildlife biologist. I have also been a board member and a regular volunteer for the Barranca Elementary PTO.

**The time involved may be 10-15 hours per month or more. Are you able to serve the volunteer hours and attend training needed to perform your duties as an appointee?**

Yes, I am.

**What would you like to accomplish during your tenure on this Board or Commission? (Please identify any special interests you have that led you to become interested in serving on this Board or Commission.)**

I am very interested in all of the other projects and activities that the ESB reviews. I would also like to see Los Alamos County become a certified Bee City.

**Have you had any direct or indirect involvement with this Board or Commission or with the County staff supporting this Board or Commission or County Councilors? If so, please explain.**

I am currently on the Bee City USA pilot team. We have met a few times over the past couple of months. As part of the Bee City Team, I volunteered to give a presentation to the ESB about the initiatives that LANL has taken to enhance and protect pollinator habitat within the county through best management practices found in the LANL pollinator protection plan.

**Are there any issue or matters, financial or otherwise, that you are now or might become involved in that may come before the Board or Commission for which you seek appointment?**

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I don't think so.

If you have any questions, please contact Barbara Lai at 505-663-3436 or [barbara.lai@lacnm.us](mailto:barbara.lai@lacnm.us)



**County Manager's Office**  
**BOARD & COMMISSION INTERVIEW QUESTIONS**

Jenna Stanek  
Applicant's Name

ESB  
Board or Commission

D. Izraelevitz  
Interviewer Name

1:30pm, 7/12/22  
Date/Time of Interview

Interview Conducted:  
  x   ZOOM  
       Telephone

***NOTE TO INTERVIEW PANEL: Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.***

#	Question/Documented Response
1	<p>Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.</p> <p>Moved LA in 2018, LANL ecologist, live on Barranca Mesa, MS wildlife and fishery biology, and BS. in biology, and environmental science and Spanish. Prior worked in CA for small nonprofit that did wildlife research, endangered species. Love hiking, backpacking. Working with Angelica on bee city, and made presentation to ESB and was encouraged to apply.</p>
2	<p>What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? <i>[Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.]</i></p> <p>County has a hard task of dealing how many people want to live here and how much space we have, not aware of all the intricacies of this issue, especially with all the Lab hiring. ESB specifically, some issues with composting and climate change, and climate action plan. I thought that was really interesting. Love that our county is having this discussion.</p>
3	<p>How do you perceive the role of County Boards and Commissions in local government?</p> <p>Never been on a board like this before, for a previous nonprofit, financial and legal review. Presume there is some of that responsibility. Los Alamos County seems to be on top of things, but I am sure there are issues coming to agreement.</p>
4	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p>Interest and passion for environmental sustainability, work well with others, not all will agree on everything. Communicating not just to ESB, but to the county what you are trying to, the motions, form in a way that is sellable. Depending on topic, I think I could contribute the scientific topic, pretty good at presenting stuff (scientific meetings, peer review articles) definitely get along with others. Benefit of moving forward vs. having it all your way, compromise.</p>
5	<p>What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve?</p> <p>Depending on topic, I can do well explaining in a way that is not overly technical. I come up with pretty good solutions, think outside of the box. I gave a presentation on pollinator plan, led by me on monarch</p>

butterflies which depend on milkweed. Mowing is important for fire mitigation but need to preserve certain spots.
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6	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>Not part of board, but I attended all the meeting of the nonprofit, I gave presentations, different projects, grants we were applying for. Currently on the PTO Barranca Mesa board, assistant treasurer, contribute with time or organization as I can. I update their facebook page.</p>
7	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>No, but would like to learn more.</p>
8	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p>Yes</p>
9	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>Not a deterrent</p>
10	<p>Currently, a few boards or commissions are “live streaming” their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you’re applying for one of the boards currently streaming or if it becomes a requirement for all B&amp;Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p>Not a deterrent</p>
11	<p><i>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</i></p> <p>None</p>
12	<p>Do you have any questions for the interview panel?</p> <p>Question about LANL conflict of interest. How often do you meet?</p>

Notes:



# LOS ALAMOS

## County Manager's Office BOARD & COMMISSION INTERVIEW QUESTIONS

Jenna Stanek  
Applicant's Name

ESB  
Board or Commission

Angelica Gurulé  
Interviewer Name

July 12, 2022 @ 1:30pm  
Date/Time of Interview

Interview Conducted:  
X ZOOM  
\_\_\_\_ Telephone

**NOTE TO INTERVIEW PANEL:** Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

#	Question/Documented Response
1	<p>Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.</p> <p>Moved to LA in 2018, Ecologist @ LANL, Masters in wildlife + fisheries. WK'd in California, non-profit for wild life research. Passion for insects, loves monarchs.</p>
2	<p>What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.]</p> <p>ESB - having a climate action plan will be good but will also require good goals to move forward.</p>
3	<p>How do you perceive the role of County Boards and Commissions in local government?</p> <p>Los Alamos County is on top of it. The Boards are very involved in community. Makayla noted we are an advisory board to Council.</p>
4	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p>Interest + passion for Environmental Sustainability. Be able to work well w/others. Communicate effectively with others.</p>
5	<p>What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve?</p> <p>Comes up with collaborative solutions to move projects forward. Ex. Milkweed/ butterfly.</p>

6	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>• On PTO board, asst. treasure. Contributes and helps as needed. (Barranca Mesa) - updates FB page for events.</p>
7	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>No.</p>
8	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p>Yes.</p>
9	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>No, it's not.</p>
10	<p>Currently, a few boards or commissions are "live streaming" their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you're applying for one of the boards currently streaming or if it becomes a requirement for all B&amp;Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p>No.</p>
11	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p> <p>None.</p>
12	<p>Do you have any questions for the interview panel?</p> <p>Is there a conflict of interest of being a LANL employee &amp; serving on a B&amp;C? will check w/ an employer. when are mtgs? 3<sup>rd</sup> Thursday of every Month.</p>

Notes:



County Manager's Office  
BOARD & COMMISSION INTERVIEW QUESTIONS

Jenna Stanek  
Applicant's Name

ESB  
Board or Commission

Makayla Lee  
Interviewer Name

7/12/2022 @ 1:30  
Date/Time of Interview

Interview Conducted:  
☒ ZOOM  
☐ Telephone

**NOTE TO INTERVIEW PANEL: Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.**

#	Question/Documented Response
1	Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.  2 bachelors degrees - ecology + environmental policy masters - wildlife biology Ecologist by profession - yellow billed cuckoo
2	What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.]  - Space in Los Alamos and people wanting to live here.
3	How do you perceive the role of County Boards and Commissions in local government?  - Not sure - possibly financial tracking
4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?  - being able to collaborate, compromise, technical background, good at giving presentations.
5	What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve?  - willing and able to do all of what was mentioned ↑ above ↑

6	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>- PTO Barranca - volunteered to be treasurer for 2nd year</p>
7	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>- nope</p>
8	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p>- yes</p>
9	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>- not a deterrent - if ok with LANL</p>
10	<p>Currently, a few boards or commissions are "live streaming" their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you're applying for one of the boards currently streaming or if it becomes a requirement for all B&amp;Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p>- not a deterrent</p>
11	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p> <p>- Is it ok to serve on board if employed by LANL? @especially in regards to question 9</p>
12	<p>Do you have any questions for the interview panel?</p> <p>no questions</p>

Notes:

Date: July 22, 2022

**Board or Commission:** Environmental Sustainability Board

**Interview Panel:**

Name : David Izraelevitz (Council Liaison)

Name : Makayla Lui (B&C Member)

Name: Angelica Gurule (Staff Liaison)

**Applicants Interviewed:**

Name: Erik Loechell Date of Interview: July 14, 2022

Name: Shannon Blair Date of Interview: July 14, 2022

Name: Jenna Stanek Date of Interview: July 12, 2022

Name: Dina Pesenson Date of Interview: July 12, 2022

**Interview Panel Recommendation(s):**

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

Name : Erik Loechell (circle one: incumbent or new applicant)

Name: Shannon Blair (circle one: incumbent or new applicant)

Name: Jenna Stanek (circle one: incumbent or new applicant)

Name: Dina Pesenson (circle one: incumbent or new applicant)

**Other information for Council:**



# County of Los Alamos

## Staff Report

August 09, 2022

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** G.

**Index (Council Goals):**

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

**Legislative File:** 16194-22

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### Title

Approval of Budget Revision 2023-08, to Increase the Law Enforcement Protection Fund Grant Amount from \$45,000 to \$78,000 as Awarded by the New Mexico Department of Finance & Administration

### Recommended Action

**I move that Council approve Budget Revisions 2023-08 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 the budget revision as requested.

### Body

The purpose of this Budget Revision is to increase the revenue and expenditure by \$33,000 according to the actual Law Enforcement Protection Fund (LEPF) grant amount of \$78,000. \$45,000 is the amount included in the adopted 2023 budget.

### Alternatives

Council could choose not to approve the attached revision. There would be a negative impact to the FY2023 Adopted Budget which would result in an exception letter from New Mexico Department of Finance & Administration (DFA).

### Fiscal and Staff Impact/Planned Item

There is no staff impact as a result of this budget revision. Fiscal impact is described in the attachment.

### Attachments

A - Budget Revision Council 2023-08

**Budget Revision 2022-08**

Council Meeting Date: August 9, 2022

	<b>Fund/Dept</b>	<b>Munis Org</b>	<b>Object</b>	<b>Revenue</b> (decrease)	<b>Expenditures</b> (decrease)	<b>Transfers</b> In(Out)	<b>Fund Balance</b> (decrease)
	LEPF - Law Enforcement Fund	14165541	3465	\$ 33,000			\$ 33,000
	LEPF - Law Enforcement Fund	14165541	8839		\$ 33,000		\$ (33,000)
<b>Description:</b> The purpose of this budget revision is to increase revenue and expenditures of the LEPF grant by \$33k to make it \$78,000 according to the new amount by the DFA.							
<b>Fiscal Impact:</b> The net fiscal impact on the Law Enforcement Fund is zero.							

Monther Jubran 07/25/2022

Preparer

Date

*Monther Jubran*

Budget &amp; Performance Manager



# County of Los Alamos

## Staff Report

August 09, 2022

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** H

**Index (Council Goals):**

**Presenters:** Dino Sgambellone, Police Chief

**Legislative File:** 16224-22

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### Title

Approval of Purchase of an Armored Vehicle for the Police Department in an Amount Not-To-Exceed \$270,000

### Recommended Action

**I move that Council approves the purchase of a specialized armored rescue vehicle from LENCO Armored Vehicles in an amount not-to-exceed \$270,000.**

### County Manager's Recommendation

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

### Body

An armored rescue vehicle is designed to protect officers from known high-risk situations where a suspect is armed with a weapon. An armored rescue vehicle provides for a safe and secure area from which officers may undertake negotiations and makes a lethal confrontation much less likely, as there is very little risk to the officers approaching the situation. The current police fleet does not include any armored rescue vehicles. Therefore, the purchase of an armored rescue vehicle is needed in order to keep officers prepared for any occasion.

The rescue vehicle will be purchased through FY23 Police Department Operations budget as a one-time purchase. Maintenance will be taken care of through a combination of Fleet and LENCO (within warranty term in Attachment B).

The selection of the LENCO armored rescue vehicle resulted from a selection process that contained key criteria components:

1. A vehicle manufactured in the U.S.
2. Maintenance of the vehicle would not require special tools, parts, or personnel
3. Vehicle is capable of holding at least eight fully equipped officers
4. Rescue vehicle is diesel-powered
5. Four-wheel drive capable
6. Capable of sufficiently powering electrical exterior lights and winches
7. Warranty
8. Providing a valid GSA pricing schedule

The research concluded that the LENCO Bearcat met all specifications the Department is seeking. This purchase request supports our efforts in providing a suitable vehicle that can



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respond to high-risk events and provide life-saving armored rescue vehicle intervention to those in need.

Timing on the production of a new vehicle requires an 18-24 month build-out time.

LENCO will extend GSA Federal Acquisition Service pricing to the County for this purchase and the quote for the vehicle is shown in Attachment A. The GSA contract number is: GS-07F-169DA.

**Alternatives**

Council could choose to not approve this purchase.

**Fiscal and Staff Impact**

The \$270,000 was approved as a budget option on April 19, 2022 for FY2023 Budget Option #24 Rank 2. LENCO quoted the County \$267,892.00, which will be a one-time encumbrance using FY23 Police Department Operations budget. The encumbrance will be carried over into the FY24 if production has not been completed by end of the fiscal year.

**Attachments**

A - LENCO Quote 21588B

B - LENCO Armored Vehicle Warranty



Protecting Our Nation's Defenders™

10 Betnr Industrial Drive – Pittsfield, MA 01201  
PH (413) 443-7359 – FAX (413) 445-7865

Quotation: 21588B

Customer Code: LSLNM  
Quotation Date: 7/27/2022  
Lenco Tax ID#: 04-2719777  
Repeat Customer: Yes ☐ No ☒

**Bill To**  
Los Alamos County Police Department  
2500 Trinity Dr.  
Los Alamos, NM 87544

**Ship To**  
Los Alamos County Police Department  
2500 Trinity Dr.  
Los Alamos, NM 87544

Payment Terms	Shipping Terms	Ship Via
Payment Upon Pick-Up	FOB: Origin	Customer Pick-Up
Estimated Completion	Inhouse Contact	Inspection & Acceptance
12+ Months ARO (Est.)	Dan Besemer	At Lenco's Facility in Pittsfield, MA

Item:	Product #	Qty	Unit Price	Extension
Lenco BearCat	BC55003	1	\$ 200,704.00	\$ 200,704.00
Paint Color: Lusterless Urban Green	100558			
LED Lights: Red & Blue				
<b>Options:</b>				
Diesel Engine, 6.7L Turbo	BCDLEN	1	\$ 8,859.00	\$ 8,859.00
4-Door Configuration	BC4DR	1	\$ 7,858.00	\$ 7,858.00
BearCat G3 4-Wheel Off-Road Upgrade Pkg w/Run-Flats	BC3WOFFRD	1	\$ 34,958.00	\$ 34,958.00
Rear A/C - Heating System: High Capacity Upgrade	BCHACUP	1	\$ 7,182.00	\$ 7,182.00
Electric Power Mirrors	BCMIR	1	\$ 1,508.00	\$ 1,508.00
(1) 7" Vertical GunPort Upgrade	BCGP7	8	\$ 152.00	\$ 1,216.00
Back up Camera System with Monitor	BCBU	1	\$ 2,297.00	\$ 2,297.00
Roof Mounted Remote Control Spot Light - LED	BCSLLED	2	\$ 1,404.00	\$ 2,808.00
Radio Prep Package, (1) Max (2)	BCINSRA	1	\$ 502.00	\$ 502.00
<b>BearCat (Configuration Subtotal)</b>				
		1	\$ 267,892.00	\$ 267,892.00

<b>Notes:</b>	<b>Subtotal</b>	\$ 267,892.00
	Shipping	\$ -
	Tax	\$ -
	<b>Total Order</b>	\$ 267,892.00

**WARNING: Information Subject to Export Control Laws**  
The written approval of the Directorate of US Defense Trade Controls and Lenco Industries, Inc. must be obtained before reselling, transferring, transshipping or disposing of a defense article to any end user, end use or destination other than as stated on this Lenco quote or the shipper's export declaration in cases where an exemption is claimed under this subchapter ITAR 123.9(A).

Acceptance of this quotation or entering into a purchase agreement with Lenco, the purchaser agrees to Lenco's full Terms and Conditions of Sale, available upon request. This quote will be valid for 90 days.

<b>ACCEPTANCE OF PROPOSAL –</b>		
Authorized Signature: _____	Authorized Signature: _____	<i>Daniel Besemer</i>
Please Sign and Return		Daniel Besemer
Thank You		



Protecting Our Nation's Defenders™

## LENCO ARMORED VEHICLE LIMITED WARRANTY

As used in this Limited Warranty, "Vehicle" means any Lenco armored vehicle; "you" and "your" means the purchaser of a Vehicle from Lenco Industries, Inc. or an authorized Lenco distributor; and "we", "us" and "our" means Lenco Industries, Inc.

**Lenco-Manufactured Components.** We will pay for repair or replacement of Vehicle components manufactured by us which prove to be defective within Three Years after the original purchaser of the Vehicle received delivery of the Vehicle from us or an authorized Lenco distributor, except that we will not be responsible for (i) any damage to the Vehicle or any component of the Vehicle caused by negligence, misuse, alteration or accident or (ii) normal maintenance of the Vehicle or any component of the Vehicle. To be eligible for such warranty coverage, you must follow the Procedures for Submission of Warranty Claims and Authorization of Warranty Work set forth below.

**Components Manufactured by Others.** If any component of the Vehicle (i) was manufactured by any person or firm other than us and (ii) is the subject of a written warranty by such other manufacturer, we will assist you in submitting to the manufacturer of any such component claims that such component proved to be defective during the applicable warranty period specified in the manufacturer's written warranty. Copies of all written warranties given by the manufacturers of parts or components of the Vehicle manufactured by persons or firms other than us will either be furnished to you at the time of delivery of the Vehicle or are available upon written request to us at 10 Betnr Industrial Drive, Pittsfield, MA 01201 or by e-mail to our Warranty Administrator, Mr. Steve Mix; e-mail: [Steve@lencoarmor.com](mailto:Steve@lencoarmor.com)

**Procedures for Submission of Warranty Claims and Authorization of Warranty Work.** Except as otherwise specified below, warranty repairs or replacements for our components may be made by either an authorized Lenco service center or any repair shop mutually acceptable to you and us; in either case, the service center or repair shop must (i) contact us before any repair or replacement is undertaken and (ii) receive our written approval of the repair or replacement and the service center's or repair shop's charges for such repair or replacement. Requests for our approval should be directed to Warranty Department, Lenco Industries, Inc., 10 Betnr Industrial Drive, Pittsfield, MA 01201, (Tel. (413) 443-7359; Fax (413) 445-7865 or e-mail: [warranty@lencoarmor.com](mailto:warranty@lencoarmor.com)). We reserve the right in any particular instance to require that repair or replacement of our components be performed either at our factory in Pittsfield, Massachusetts or at an authorized Lenco service center. You are responsible for freight or other transportation costs to and from our factory, an authorized Lenco service center or a repair shop performing repairs or replacements under this warranty.

**Exclusion of Other Warranties.** This warranty is in lieu of all other warranties, express or implied, and, in particular, we make **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**Limitation of Remedies and Damages.** Our repair or replacement of our components and assistance with the submission of warranty claims to manufacturers of components not manufactured by us, all as specified above, is your exclusive remedy for any and all claims against us, whether based on warranty, contract, tort, negligence, or any other theory. We are not liable for any incidental or consequential damages resulting from any defect in the Vehicle (including, without limitation, personal injury, loss of revenue, loss of anticipated profit, or any other loss or damage).



# County of Los Alamos

## Staff Report

August 09, 2022

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** I.

**Index (Council Goals):** \* 2022 Council Goal - Investing in Infrastructure; \* 2022 Council Goal - Protecting our Environment and Improving our Open Spaces, Recreational, and Cultural Amenities

**Presenters:** Cory Styron, Community Services Director

**Legislative File:** 16245-22

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### Title

Approval of Authorization to Apply for a Grant from the New Mexico Department of Finance & Administration NM Regional Recreation Centers/Quality of Life Grant Program for the Tournament Tennis Court Complex.

### Recommended Action

**I move that Council authorize the County Manager to apply to the New Mexico Department of Finance & Administration NM Regional Recreation Centers/Quality of Life Grant Program for a grant not to exceed \$1,500,000 for the Tournament Tennis Court Complex.**

### County Manager's Recommendation

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

### Body

The Community Services Division requests authorization to submit a grant application the New Mexico Department of Finance and Administration (NMDFA) NM Regional Recreation Centers/Quality of Life Grant program.

The NMDFA has announced \$45 million is available for communities statewide to plan, design, furnish/equip and construct recreational projects. The funding exists to improve the quality of life for New Mexico residents by creating new or expanding existing regional recreational facilities.

The grant award would be for the establishment of a tennis complex containing a total of eight courts in one location to provide community and schools in the region the ability to host tennis tournaments at a central facility. The project will also consider various needs including lighting, player and spectator seating, shade structures, windscreens, parking, restrooms, concession area and site improvements such as fencing and landscaping.

In the grant application, Los Alamos County commits to no additional funding or activities other than those already planned for design, permitting, construction, and project management of the tennis courts. If the grant is awarded, staff will return to Council to enter into the agreement with NMDFA.

### Fiscal and Staff Impact/Planned Item

Once the award was granted and Council formally allocated funding, Public Works staff would

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prepare a bid package to advertise the project for construction. Public Works staff would also administer the project and provide construction management.

**Attachments**

A - Grant Analysis and Financial Matrix 2022- Quality of Life Grant

B - NM Regional Recreation Centers/Quality of Life Grant Application Instructions

**County of Los Alamos**  
**GRANT ANALYSIS AND FINANCIAL MATRIX FORM**

This form is to be completed and submitted for review and approval prior to applying for any grant on behalf of the County of Los Alamos.

**GRANT APPLICANT:**

Matrix Form Submission Status:   X   Initial        Revised         
 Name of Department: Community Services  
 Name of Department Head: Cory Styron  
 Contact Information: Email cory.styron@lacnm.us Phone # ext 8261         
 Person Completing This Form: Tessa Jo Mascareñas  
 Contact Information: Email tessajo.mascareñas@lacnm.us Phone # ext 8241       

**GRANT INFORMATION:**

Grant Agency/Source Dept. of Finance and Administration  
 Name of Grant Program New Mexico Regional Recreation Centers/Quality of Life Grant  
 Application Submission Deadline: August 12, 2022  
 Federal Grantor/Program Title: NA  
 Federal CFDA Number: NA  
 Check Only One: Federal Direct NA OR Federal Indirect NA  
 State Grantor/Program Title: New Mexico Department of Finance and Administration  
 Private Organization: NA  
 Grant **Application**: \$1,500,000 Match: \$ 0 Total: \$ 1,500,000  
 Estimated Date for Notice of Award (if awarded): August 31, 2022  
 Does Grant include loan component? Yes    No X  
 Loan Terms (interest rate, years to repay)       

Review and Approvals

Department Head: <u>Cory Styron</u>	<u>8/3/2022</u>
Signature	Date
Other Department Head: <u>Juan Rael</u>	<u>8/3/2022</u>
Signature	Date
Budget Manager: <u>Monther Julian</u>	<u>8/4/2022</u>
Signature	Date
Finance Grants Mgr: <u>[Signature]</u>	<u>8/4/2022</u>
Signature	Date
County Manager: <u>Steven Lynne</u>	<u>8/4/2022</u>
Signature	Date

Date to Council for Approval to Apply for Grant: 8/9/22

Describe the purpose of the grant and what will be accomplished: The goal of the project is to establish a tennis complex containing a total of eight courts in one location to provide community and schools the ability to host tennis tournaments at a central facility. The project will also consider various needs including lighting, player and spectator seating, shade structures, windscreens, parking, restrooms, concession area and site improvements such as fencing and landscaping.

A. Grant Budget

Expense Type	Grant	Match/In Kind Requirement	Budget Authority (Yes or No)
Operational	\$	\$	no
Outside Services	\$	\$	no
Capital Outlay	\$1,500,000	\$	no
<b>TOTAL</b>	<b>\$ 1,500,000</b>	<b>\$</b>	<b>\$</b>

B. Source of Match/In Kind: There is no match requirement; however, the Los Alamos County Council approved a \$150,000 from the Capital Improvements Program for the plan and the analysis of the new tennis courts with lights as part of the FY2022 budget and \$2.5 million toward design and construction in the FY2023 budget.

C. Will a budget revision be required if grant awarded? Yes X No \_\_\_\_\_

D. Do the resources exist in your department to accomplish the goals of the grant? Yes

E. Will resources (\$ or people) from another department be required? Yes X No

If yes, describe: Public Works will provide oversight of the project and ongoing facility maintenance following completion.

F. Frequency of reporting requirement : Monthly reports beginning September 15, 2022, for the prior month and continue until project completion..

G. Frequency of pay requests for reimbursement: Funds will be provided on a reimbursement basis. (Grantees must submit clear copies of invoices and proof of payment.)

H. What, if anything, is the County's obligation (personnel or \$) beyond the life of the grant? County Obligation beyond the life of the grant will consist of ongoing maintenance associated with the completed project.

I. Is the County the final recipient of the grant proceeds or will there be a sub-recipient? County is final recipient of the grant.

J. Who within the department will have responsibility for this grant?  
Programmatic Reporting? Wendy Parker, Parks Superintendent

Financial Reporting? Tessa Jo Mascareñas, Sr. Management Analyst



**Certificate Of Completion**

Envelope Id: 4EB5CC4ECF6A4C10AA35F55A1FB16174

Subject: Please DocuSign: Grant Analysis and Financial Matrix 2022- Quality of Life FINAL.docx

Source Envelope:

Document Pages: 3

Signatures: 5

Certificate Pages: 3

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-07:00) Mountain Time (US &amp; Canada)

Status: Completed

Envelope Originator:

Tessa Jo Mascarenas

tessajo.mascarenas@lacnm.us

IP Address: 198.99.209.79

**Record Tracking**

Status: Original

8/3/2022 3:48:41 PM

Holder: Tessa Jo Mascarenas

tessajo.mascarenas@lacnm.us

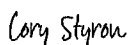
Location: DocuSign

**Signer Events**

Cory Styron

cory.styron@lacnm.us

Community Services Director

Security Level: Email, Account Authentication  
(None)**Signature**

Signature Adoption: Pre-selected Style

Using IP Address: 198.99.209.77

**Timestamp**

Sent: 8/3/2022 3:52:31 PM

Viewed: 8/3/2022 3:59:21 PM

Signed: 8/3/2022 3:59:29 PM

**Electronic Record and Signature Disclosure:**

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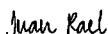
ID: 800d54c0-5f3e-48c0-9712-b879a799f5ea

Company Name: Carahsoft OBO County of Los Alamos

Juan Rael

juan.rael@lacnm.us

Public Works Director

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.99.209.78

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Signed: 8/3/2022 4:28:02 PM

**Electronic Record and Signature Disclosure:**

Accepted: 8/3/2022 4:27:51 PM

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Company Name: Carahsoft OBO County of Los Alamos

David Griego

david.griego@lacnm.us

Senior Management Analyst - Finance Office

Incorporated County of Los Alamos

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Uploaded Signature Image

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Signed: 8/4/2022 12:56:54 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Monther Jubran

monther.jubran@lacnm.us

Budget &amp; Performance Manager

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 73.26.88.168

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Signed: 8/4/2022 3:01:04 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**Signer Events**

Steven Lynne  
steven.lynn@lacnm.us  
County Manager  
Los Alamos County  
Security Level: Email, Account Authentication  
(None)

**Signature**

*Steven Lynne*

Signature Adoption: Pre-selected Style  
Using IP Address: 198.99.209.75

**Timestamp**

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Viewed: 8/4/2022 4:02:10 PM  
Signed: 8/4/2022 4:02:38 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

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8/4/2022 4:02:10 PM

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Completed

Security Checked

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**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## **AGREEMENT TO USE DOCUSIGN FOR ELECTRONIC SIGNATURES**

### **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Los Alamos County ("County") may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, for this Electronic Record and Signature Disclosure (ERSD), and confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session.

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# NM Regional Recreation Centers/Quality of Life Grant Application Instructions

## GRANT APPLICATION PERIOD OPENS JULY 18, 2022

### OVERVIEW

The NM Department of Finance & Administration is pleased to announce the funding opportunity for NM Regional Recreation Centers and Quality of Life grant. \$45 million is available for communities statewide to plan, design, furnish/equip and construct recreational projects.

This funding exists to improve the quality of life for New Mexico residents by creating new or expanding existing regional recreational facilities. These recreational facilities are defined as any project that will contribute to the quality of life for regional residents. Some examples of these recreational facilities could be a community center, skatepark, rodeo grounds, picnic shelters, or structures that enhance public based recreational activities.

Funds will be distributed on a reimbursement basis through June 30, 2025. All contracts awarded under this Invitation to Submit Project Applications will terminate on June 30, 2025.

### Pre-Application Webinar

#### NM Regional Recreation Centers/Quality of Life Grant Pre-Application Webinar

**Wednesday, July 18, 2022 – 10:00 to 11:00 AM**

Potential applicants must register for the webinar to attend. The link to register for the webinar:

NM Regional Recreation Centers/Quality of Life Grant Webinar Registration

NM Regional Recreation Centers/Quality of Life Grant Application (must submit application via Microsoft form)

### Who can apply?

Eligible applicants must be a legally recognized government or quasi-governmental entity. A local government must submit a project proposal on behalf of a non-profit entity in support of the project.

The following list of applicants includes eligible government or quasi-governmental entities:

- Municipalities
- Counties
- Tribal Governments
- Special Districts (Acequias & Land Grants)

### What documents are required?

- Completed application form (submitted online) – [NM Regional Recreation Centers/Quality of Life Application](#)
- This is a competitive application process. A local governing body must be the lead applicant in this application.

Local or quasi-governing body must serve as the lead applicant and submit on behalf of the eligible partner(s).

- An Operating and Use Agreement from an eligible political subdivision is required within 60 days after the execution of contract to document that they will own the capital asset and ensure the asset is maintained. This agreement is required to comply with the Anti-Donation Clause of the New Mexico Constitution, Article XIII, Section IX.
- A current full project budget must be submitted including funding gaps and all sources of secured and anticipated revenue. (Exhibit 1)
- Applicants must provide quotes or estimates for equipment, vehicles, and real property/buildings the application. Equipment and vehicle line items without quotes will not be eligible for consideration. State and local procurement policies must be complied with for the duration of the project.
- 

All documentation must be emailed to [RegionalRec.NM@state.nm.us](mailto:RegionalRec.NM@state.nm.us)

\* The Department reserves the right to offer an award amount different than the amount requested.

### Funding Categories & Selection Criteria:

Project proposals from an eligible organization and its local government partner will be considered in two areas: (A) Economic Impact: Project must show demonstrable benefit to the local community, either by attracting and retaining residents or attracting visitors. (B) Recreational Access: The project must be open for public use. Note: Projects on tribal lands are eligible and do not have to be open to the general public but should be open to tribal members.

Project Type:

- Plan/Design: Preliminary Engineering Report (PER), planning and design
- Equipment: indoor or outdoor equipment to include playground equipment, etc.
- Construction: for small and large projects to include community centers, skateparks, splash pads, rodeo grounds, outdoor theatres, picnic shelters, or structures that enhance public based recreational activities

Collaborative proposals and partnerships are eligible and encouraged. Applicants must specify the lead entity for contracting purposes.

The Department will select applications for funding based upon analysis of the submitted response. Selections will be made based on the following criteria.

## Contact information:

Shanna Sassar; Shanna.Sassar@state.nm.us Rural & Frontier Equity Ombudsman 505-470-2750

Carmen Morin; [CarmenB.Morin@state.nm.us](mailto:CarmenB.Morin@state.nm.us) Community Development Bureau Chief 505-470-8979

**Application Due: August 12, 2022**

All documents submissions should be emailed to: [RegionalRec.NM@state.nm.us](mailto:RegionalRec.NM@state.nm.us)

**The Department is not responsible for late or undeliverable email submissions.**

## Project Terms:

Funds will be provided on a reimbursement basis. (Grantees must submit clear copies of invoices and proof of payment.) Each project will be assigned a Project Manager which will be determined upon execution of grant agreement.

LEGAL NOTICE: By clicking 'submit' on the online application form, I certify that the information provided in this application is true and that the expenses will not be reimbursed through other funding sources. I understand this grant is for expenses included between July 1, 2022 and June 30, 2025, and awarded projects are expected to be complete by June 30, 2023.

I understand that knowingly making a false statement to obtain this grant or providing expenditures that do not qualify may result in the applicant refunding all reimburse expenditures to the Department of Finance & Administration.

The department reserves the right to offer an award amount different than the amount requested.

**The following pages are for informational purposes only.**

The NM Regional Recreation Centers/Quality of Life Grant Pre-Application Webinar Registration will not be accepted as a hard copy and will need to be filled out online using the link below.

[NM Regional Recreation Centers/Quality of Life Application](#)

# NM Regional Recreation Centers/Quality of Life Grant

## FY 2023 Application Invitation

The NM Department of Finance & Administration is pleased to announce the funding opportunity for NM Regional Recreation Centers and Quality of Life grant. \$45 million is available for rural communities statewide to plan, design, furnish/equip and construct recreational projects.

This funding exists to improve the quality of life for New Mexico residents by creating new or expanding existing regional recreational facilities. These recreational facilities are defined as any project that will contribute to the quality of life for regional residents. Some examples of these recreational facilities could be a community center, skatepark, rodeo grounds, picnic shelters, or structures that enhance public based recreational activities.

Applications open July 18, 2022. Deadline to submit is August 12, 2022.

Pre-Application Webinar: Wednesday, July 13, 2022 - 10:00-11:00 AM (Potential applicants must participate in the webinar to be considered for a grant)

Please complete information below. If you have any questions, contact Shanna Sasser at [Shanna.Sasser@state.nm.us](mailto:Shanna.Sasser@state.nm.us) (<mailto:Shanna.Sasser@state.nm.us>) or Carmen Morin at [CarmenB.Morin@state.nm.us](mailto:CarmenB.Morin@state.nm.us) (<mailto:CarmenB.Morin@state.nm.us>).

\* Required

How much funding is available?

**2022 HB2 \$45,000,000**

To plan, design, construct, furnish and equip regional recreation centers and quality of life projects statewide. No more than twenty-seven million five hundred thousand dollars (\$27,500,000) of this appropriation shall be expended in a single fiscal year. Five million dollars (\$5,000,000) is from the general fund and the remaining amount is from the appropriation contingency fund.



## Eligibility

Eligible applicants must be a legally recognized government or quasi-governmental entity. A local government must submit a project proposal on behalf of a non-profit entity or unincorporated entity in support of the project.

Eligible entities include:

- Counties
  - Municipalities
  - Tribal Governments
  - Special Districts (Acequias & Land Grants)
- 
- **Economic Impact:** Project must show demonstrable benefit to a local community with limited access to recreational activities, either by attracting and retaining residents or attracting visitors.
  - **Recreation Access:** •The project must be open for public use. Note: Projects on tribal lands are eligible and do not have to be open to the general public but should be open to tribal members.

## 2022 Grant Cycle

- Grant opens July 18, 2022
- Applications accepted until August 12, 2022
- Applications will be scored by a review committee
- Award announcements August 31, 2022
- Project must be completed by June 30, 2025

Award Range:

- Tier 1: \$10,000 to \$99,999 Small projects - plan, design, furnish, purchase equipment
- Tier 2: \$100,000 to \$499,999 Medium projects – plan, design, furnish, purchase equipment
- Tier 3: \$500,000 to \$1,000,000+ Larger projects – plan, design, furnish, equip, construct
- Match Requirement: \$0.00 (zero)

## Qualifying Projects

- **Plan/Design:** Plan and/or design of project including Preliminary Engineering Report (PER)
- **Equipment:** indoor or outdoor equipment to include playground equipment, etc.
- **Construction:** for small and large projects to include community centers, skateparks, splash pads, rodeo grounds, outdoor theaters, picnic shelters, or structures that enhance public based recreational activities

## Required Documents

1. Completed application form (submitted online) - NM Regional Recreation Centers/Quality of Life Grant Application
2. This is a competitive application process. A local governing body must be the lead applicant in this application.
3. Local or quasi-governing body must serve as the lead applicant and submit on behalf of the eligible partner(s).
4. An Operating and Use Agreement from an eligible political subdivision is required within 60 days after the execution of contract to document that they will own the capital asset and ensure the asset is maintained. This agreement is required to comply with the Anti-Donation Clause of the New Mexico Constitution, Article XIII, Section IX.
5. A current full project budget must be submitted including funding gaps and all sources of secured and anticipated revenue. (Exhibit 1)
6. Applicants must provide quotes or estimates for equipment, vehicles, and real property/buildings the application. Equipment and vehicle line items without quotes will not be eligible for consideration. State and local procurement policies must be complied with for the duration of the project.

All documentation must be emailed to [RegionalRec.NM@state.nm.us](mailto:RegionalRec.NM@state.nm.us) (<mailto:RegionalRec.NM@state.nm.us>).

\* The Department reserves the right to offer an award amount different than the amount requested.

1. Entity Name (example: Happy, Town of)

2. If entity is an unincorporated community, list the government entity who will own asset. \*

3. Contact Person (Last name, First name)

4. Contact Person Title

5. Contact Phone Number

6. Contact Email

7. County Name

Attachment B

## Funding Categories & Selection Criteria

Project proposals from an eligible organization and its local government partner will be considered in two areas: (A) Economic Impact: Project must show demonstrable benefit to the local community, either by attracting and retaining residents or attracting visitors. (B) Recreational Access: The project must be open for public use. Note: Projects on tribal lands are eligible and do not have to be open to the general public but should be open to tribal members.

Project Type:

- Plan/Design: Preliminary Engineering Report (PER), planning and design
- Equipment: indoor or outdoor equipment to include playground equipment, etc.
- Construction: for small and large projects to include community centers, skateparks, splash pads, rodeo grounds, outdoor theatres, picnic shelters, or structures that enhance public based recreational activities

Collaborative proposals and partnerships are eligible and encouraged. Applicants must specify the lead entity for contracting purposes.

The Department will select applications for funding based upon analysis of the submitted response. Selections will be made based on the following criteria.

8. **Economic Impact:** Provide a short narrative on how the proposed project will benefit the community.

9. **Recreational Access:** Provide a short narrative on how project will provide access to community and/or regionally.

10. Project Title (provide a short succinct title, i.e., Happy Town Community Center Expansion)

11. Project Funding Requested ( Please choose all that apply)

- ☐ Plan/Design
- ☐ Furnish/Equip
- ☐ Construction

12. Is this project included on your ICIP?

- ☐ Yes
- ☐ No

13. Total Project Cost

14. **Budget Summary:** Provide the expense categories, amounts and justification for each category selected. Also provide information regarding any available matching funds.

**Please email all quotes or estimates relevant to the funding request  
to: [RegionalRec.NM@state.nm.us](mailto:RegionalRec.NM@state.nm.us) (<mailto:RegionalRec.NM@state.nm.us>).**

Proposals must include an adequate budget for the proposed project. Applicants must provide quotes or estimates for plan, design, furnish, equip, and construction costs.

15. **Budget Narrative:** Please explain how the funds will be utilized. Include all revenue sources - including outside sources of matching funding should be explained in detail. (must match Exhibit 1 - Budget Summary)

16. Project Start Date



Format: M/d/yyyy

## Project Terms

Funds will be provided on a reimbursement basis. (Grantees must submit clear copies of invoices and proof of payment.) Each project will be assigned a Project Manager which will be determined upon execution of grant agreement.

LEGAL NOTICE: By clicking 'submit' on the online application form, I certify that the information provided in this application is true and that the expenses will not be reimbursed through other funding sources. I understand this grant is for expenses included between July 1, 2022 and June 30, 2025, and awarded projected are expected to be complete by June 30, 2025.

I understand that knowingly making a false statement to obtain this grant or providing expenditures that do not qualify may result in the applicant refunding all reimburse expenditures to the Department of Finance & Administration.

The department reserves the right to offer an award amount different than the amount requested.

17. Do you understand and agree to the Project terms as stated in the description above?

☐ Yes

☐ No

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 Microsoft Forms

## EXHIBIT 1

## Budget Summary

Expense Category	Amounts Requested
Plan/Design	\$
Furnish/Equipment	\$
Construction	\$
Matching Funds	\$
<b>Total Costs</b>	\$

## Plan/Design (add additional lines, as needed)

Description	Justification	Rental or Purchase	Date Acquired	Amount Requested
				\$
				\$

Plan/Design Subtotal: \$ \_\_\_\_\_

## Furnish/Equipment (add additional lines, as needed)

Description	Justification	Rental or Purchase	Date Acquired	Amount Requested
				\$
				\$

Furnish/Equip Subtotal: \$ \_\_\_\_\_

## Construction Costs (add additional lines, as needed)

Description	Justification		Date Acquired	Amount Requested
				\$
				\$

Construction Subtotal: \$ \_\_\_\_\_

## Available Matching Funds (add additional lines, as needed)

Description	Source	When Available	Dollar Amount
			\$
			\$

Matching Funds Subtotal: \$ \_\_\_\_\_

Total Amount Requested: \$ \_\_\_\_\_



# County of Los Alamos

## Staff Report

August 09, 2022

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** A.

**Index (Council Goals):** \* 2022 Council Goal - Investing in Infrastructure; DPU FY2022 - 1.0 Provide Safe and Reliable Utility Services; DPU FY2022 - 3.0 Be a Customer Service Oriented Organization that is Communicative, Efficient, and Transparent

**Presenters:** Heather Garcia, Deputy Utilities Manager - Finance

**Legislative File:** CO0643-22

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### Title

Introduction of Incorporated County of Los Alamos Code Ordinance No. 02-329; An Ordinance Amending Chapter 40, Article III, Sections 40-151, and 40-152 of the Code of the Incorporated County of Los Alamos Pertaining to Gas Service Rates

### Recommended Action

**I introduce, without prejudice, Incorporated County of Los Alamos Code Ordinance No. 02-329; An Ordinance Amending Chapter 40, Article III, Sections 40-151, and 40-152 of the Code of the Incorporated County of Los Alamos Pertaining to Gas Service Rates.**

### Utilities Manager Recommendation

The Utilities Manager recommends that County Council introduce this Ordinance.

### Board, Commission or Committee Recommendation

The Board of Public Utilities recommends that County Council introduce this Ordinance.

### Body

The ten-year forecast for the gas utility presented with the FY2023 budget included a series of rate increases to generate revenues needed for current operations and to build cash reserves necessary for future infrastructure needs. Rate increases proposed in the Gas fund were three consecutive years of eight percent increases, followed by five percent in FY 2026. The Gas Rate schedule has been unaltered since 2016, in which the commodity rate was decreased from .29 cents per therm to .23 cents per therm. Prior to this change, in 2013, the commodity rate was decreased from .55 cents per therm. The gas rates for service charges have not been changed since 2009. It is the latest iterations of analysis, large increases to costs due to inflation and supply chain shortages have greatly impacted fund balances. Staff feels confident the short to mid-term rate trajectory proposed in the FY2023 budget are appropriate for the four-year horizon and is thus proposing a multi-year rate adjustment at this time. Four years projected rate increases are included in the ordinance proposed.

The advantages to implementing the multi-year proposal are numerous. Importantly, it provides for the rate adjustments to scheduled and effective with advanced notice to customers. It allows our customers to plan and budget for future anticipated utilities costs, rather than experience the "rate shock" of unanticipated rate increases on a more frequent basis. Without the multi-year approach, that is difficult to accomplish, and complicates fiscal planning needs from year to year. Doing a multi-year incremental rate adjustment also allows planned revenues to match the timing

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of planned expenditures, rather than accumulating excess cash early on for expenditure in a later period. This also allows for the advanced planning of rates in the billing system, helping staff ensure billing accuracy when the new rates become effective. Enacting a multi-year ordinance in no way limits the Board from later proposing another ordinance to change rates, either up or down, during that four-year period if operational experience necessitates such action. Should it become apparent that the rates proposed are either not achieving the revenue requirements of the systems, or are exceeding them, there is no reason why they could not be adjusted in the interim. This multi-year proposal simply provides for seamless and timely implementation of the rate projections should future results tie within reasonable variation to budget projections.

Included in the presentation attached as Exhibit C are the rate comparisons with neighboring and similar communities, costs as a percentage of median household income, and long-term utilities costs projections normally presented with proposed rate adjustments. These continue to demonstrate that even with the challenges of our complicated system and mountainous terrain, consumer costs for gas services remain competitive and reasonable for our community.

The proposed rates should restore cash flow to an acceptable level within the projected time frame in the gas system. This plan will provide adequate funding for necessary repairs and replacements and continuing operations and provide for movement toward our long-term cash reserve goals. Once achieved, it is anticipated that rate adjustments simply to account for inflation will suffice for the foreseeable future.

#### **Alternatives**

As noted above, rate increases are going to be needed to fund necessary operations and replacement of infrastructure through rates. Other scenarios could be considered with more significant rate increases being implemented to fund more rapid system upgrades. If no action is taken, we would have to continue to curtail maintenance and replacements and system reliability will suffer.

#### **Fiscal and Staff Impact**

The proposed increases are expected to generate, in Gas Distribution, \$229,280; \$391,535; \$568,830; and \$662,083 for FYs 23, 24, 25, and 26 respectively.

#### **Attachments**

- A - Code Ordinance 02-329 - Gas Rates
- B - Typical Residential Bills
- C - Rate Comparisons to Neighboring Communities
- D - Revenue, Expenses, and Cash Balances Graphs FY2023 through FY2032
- E - Summary of Proposed Gas Rate Increases
- F - Publication Notice CO 02-329
- G - Frequently Asked Questions
- H - 2022 Gas Rate Increase Presentation



**INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE NO. 02-329**

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, the Utilities Manager presented the proposed rate increase for natural gas to the BPU on \_\_\_\_\_; and

**WHEREAS**, the Utilities Manager, after receiving comments from the BPU, then presented the final rate ordinance to BPU on \_\_\_\_\_;

**WHEREAS**, the BPU [accepted and recommended/accepted and modified, etc.] the final

gas rate ordinance and recommended forwarding it to Council for adoption; and

**WHEREAS**, on July 26, 2022 the County Council, pursuant to Section 203.2.1 of the County Charter introduced the proposed gas rate ordinance; and

**WHEREAS**, on August 30, 2022, the County Council, pursuant to Section 203.2.2 of the County Charter held a public hearing on the proposed gas rate ordinance.

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

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

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

- (a) *Residential service schedule 7A.* The residential rate applies to customers in a single dwelling or in a single dwelling unit of a multiple dwelling or apartment for domestic purposes only.
- (b) *General commercial and industrial service schedule 7E.* The commercial and industrial rate applies to customers for use in or in connection with any commercial, business or industrial activities, including multiple dwelling units where service for more than one unit is taken through a master meter, and to other customers not otherwise specifically falling within another class.
- (c) *Service charge.*
  - (1) Per meter rated 250 CFH or less: \$9.50 per month through September 30, 2022; \$10.26 per month after September 30, 2022; \$11.08 per month after September 30, 2023; \$11.97 per month after September 30, 2024; \$12.57 per month after September 30, 2025;
  - (2) Per meter rated more than 250 CFH: \$28.50 per month through September 30, 2022; \$30.78 after September 30, 2022; \$33.24 per month after September 30, 2023; \$35.90 per month after September 30, 2024; \$37.70 per month after September 30, 2025.
- (d) *Gas consumption charge.*
  - (1) The gas consumption charge for schedules 7A and 7E shall be made up of two components: fixed cost recovery and a variable cost of gas component. The fixed cost recovery shall be \$0.23 per therm (one therm is equal to 100,000 British Thermal Units (BTU)) through September 30, 2022; \$0.25 after September 30, 2022; \$0.27 after September 30, 2023; \$0.29 after September 30, 2024; \$0.30 after September 30, 2025. The variable cost of gas rate shall be calculated each month based on the projected cost of gas for the billing month plus an adjustment for any prior over or under collection for gas purchases and/or gas transportation costs.
  - (2) The projected cost of gas shall be at the rate as stated on the San Juan Index or any recognized index that may replace the San Juan Index.
  - (3) Should the variable cost of gas exceed \$0.99 per therm, the billed rate to consumers shall not reflect the cost of gas over that amount until the rate is approved by an ordinance of the council.

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

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

(a) *Applicability.*

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

(b) *Service charge.*

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

(c) *Gas consumption charge.*

- (1) The gas consumption charge for schedules 7L and 7N shall be made up of two components: fixed cost recovery and a variable cost of gas component. The fixed cost recovery shall be \$0.20 per therm (one therm is equal to 100,000 British Thermal Units (BTU)) through September 30, 2022; \$0.22 after September 30, 2022; \$0.24 after September 30, 2023; \$0.26 after September 30, 2024; \$0.27 after September 30, 2025. The variable cost of gas rate shall be calculated each month based on the projected cost of gas for the billing month plus an adjustment for any prior over or under collection for gas purchases and/or gas transportation costs.
- (2) The projected cost of gas shall be at the rate as stated on the San Juan Index or any recognized index that may replace the San Juan Index.
- (3) Should the variable cost of gas exceed \$0.99 per therm the billed rate to consumers shall not reflect the cost of gas over that amount until the rate is approved by an ordinance of the council.

**Section 3.** **Effective Date.** This ordinance shall become effective upon adoption with the amended gas rates being applied for all billings on or after **August 31, 2022.**

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

**Section 5.** **Repealer.** All ordinance or resolutions, or parts thereof, inconsistent herewith are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

**ADOPTED** this 30<sup>th</sup> day of August 2022.

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

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**Randall T. Ryti,  
Council Chair**

**ATTEST: (SEAL)**

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

Los Alamos County Department of Public Utilities  
10-Year Financial Forecast - FY2023 - FY2032  
Customer Impact

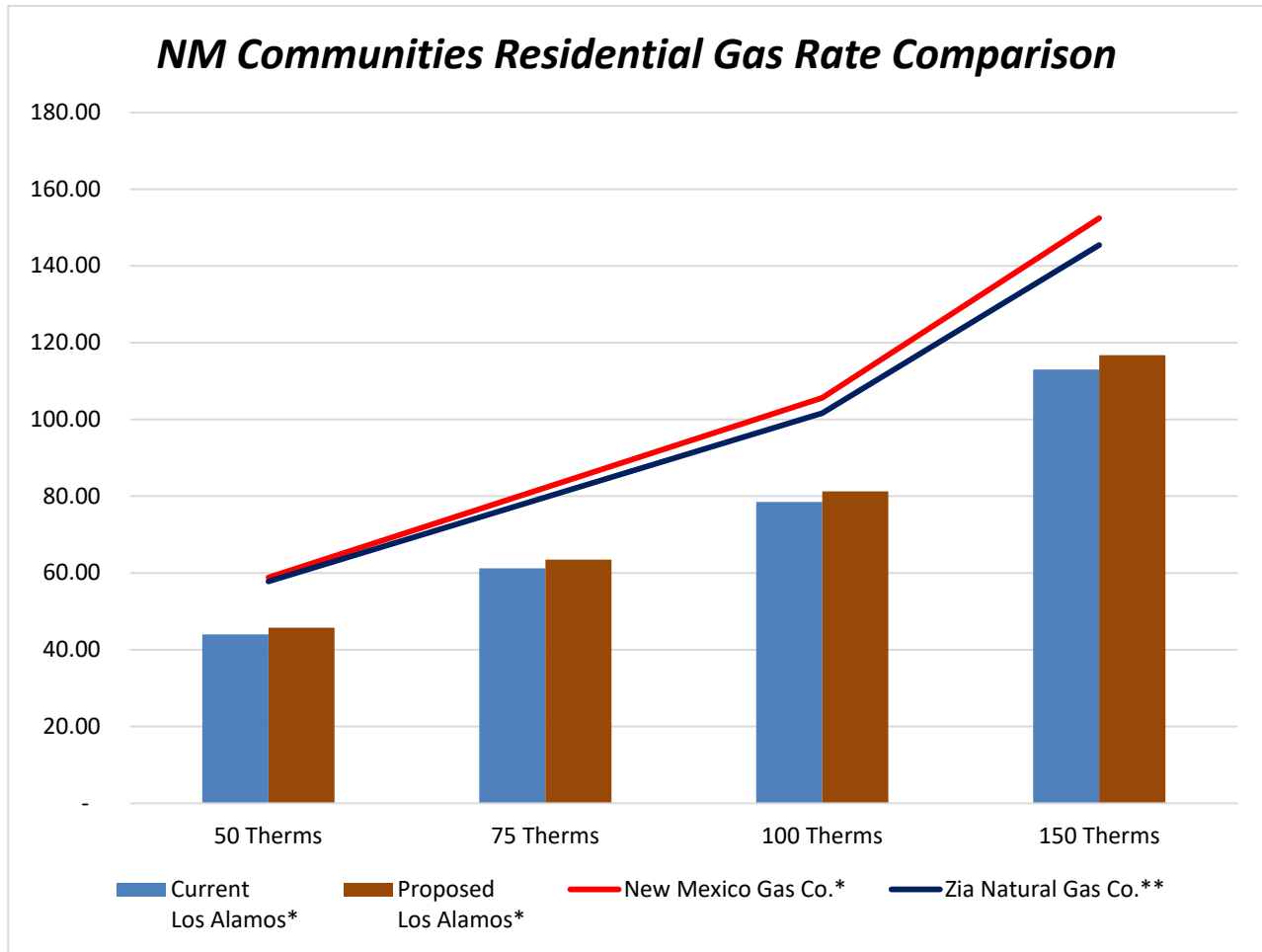
**Projected Typical Bill for Residential**

	ELECTRIC 500 kwh	GAS 75 therms (assumes \$0.46 variable)	WATER 6,000 gal	SEWER	Total (excludes refuse)	Total % annual Increase	Total cumulative % Increase
FY2023	\$73.55	\$63.51	\$49.91	\$58.21	\$245.19		
FY2024	\$76.63	\$65.83	\$52.41	\$59.37	\$254.25	3.69%	4%
FY2025	\$79.86	\$68.22	\$55.03	\$60.56	\$263.67	3.71%	8%
FY2026	\$81.90	\$69.57	\$57.78	\$61.77	\$271.02	2.79%	11%
FY2027	\$84.70	\$70.82	\$60.67	\$65.48	\$281.66	3.93%	15%
FY2028	\$86.88	\$71.96	\$62.49	\$69.41	\$290.73	3.22%	19%
FY2029	\$88.37	\$73.11	\$64.36	\$72.88	\$298.73	2.75%	22%
FY2030	\$89.90	\$74.14	\$66.29	\$75.79	\$306.13	2.48%	25%
FY2031	\$91.46	\$75.17	\$68.28	\$78.83	\$313.74	2.49%	28%
FY2032	\$93.05	\$76.21	\$70.33	\$80.40	\$320.00	1.99%	31%

**Utility Expense as a Percentage of Income**

	Total Bill for Average Household	Los Alamos Median Household Income	New Mexico Median Household Income	New Mexico Individual Household Income	Assumed Annual Income Increase	Los Alamos Percentage Needed to Pay Utility Bill	NM Household Percentage Needed to Pay Utility Bill	NM Individual Percentage Needed to Pay Utility Bill
FY2023	\$245.19	\$115,768	\$55,183	\$28,644	2.5%	2.54%	5.33%	10.27%
FY2024	\$254.25	\$118,663	\$56,563	\$29,360	2.5%	2.57%	5.39%	10.39%
FY2025	\$263.67	\$121,629	\$57,977	\$30,094	2.5%	2.60%	5.46%	10.51%
FY2026	\$271.02	\$124,670	\$59,426	\$30,847	2.5%	2.61%	5.47%	10.54%
FY2027	\$281.66	\$127,787	\$60,912	\$31,618	2.5%	2.64%	5.55%	10.69%
FY2028	\$290.73	\$130,981	\$62,435	\$32,408	2.5%	2.66%	5.59%	10.77%
FY2029	\$298.73	\$134,256	\$63,995	\$33,219	2.5%	2.67%	5.60%	10.79%
FY2030	\$306.13	\$137,612	\$65,595	\$34,049	2.5%	2.67%	5.60%	10.79%
FY2031	\$313.74	\$141,053	\$67,235	\$34,900	2.5%	2.67%	5.60%	10.79%
FY2032	\$320.00	\$144,579	\$68,916	\$35,773	2.5%	2.66%	5.57%	10.73%

Los Alamos County Department of Public Utilities  
Proposed Gas Rate Increase  
October 2022



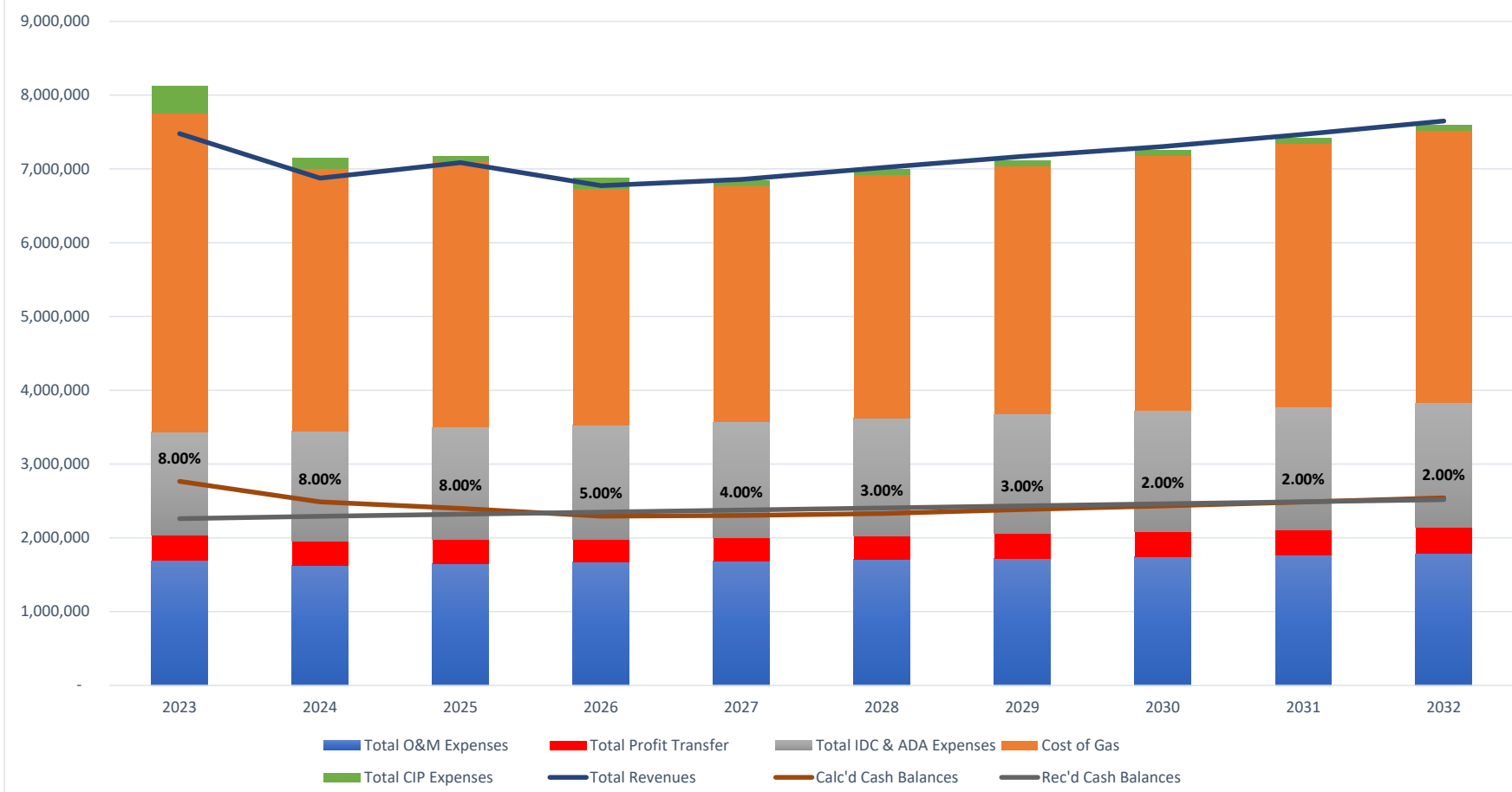
#### SAMPLE RESIDENTIAL BILL - Assuming Small Gas Meter

Monthly Usage	Current Los Alamos*	Proposed Los Alamos*	New Mexico Gas Co.*	Zia Natural Gas Co.**
50 Therms	44.00	45.76	58.81	57.82
75 Therms	61.25	63.51	82.22	79.73
100 Therms	78.50	81.26	105.62	101.63
150 Therms	113.00	116.76	152.44	145.45

\*Average of 12 months Cost of Gas Comodity Rate used.

\*\* Average of all service areas used for comparison.

FY 2023 Budget - 10-Year Forecast - Gas Distribution (GA) - Revenue/Expense/Cash



### **Gas Rate Schedule 7-A, 7-E, 7-L, 7-N**

		SERVICE CHG - SML METER	SERVICE CHG - LRG METER	COMMODITY
Residential	through 09/30/2022	\$9.50	\$28.50	\$0.23
	After 09/30/2022	\$10.26	\$30.78	\$0.25
	After 09/30/2023	\$11.08	\$33.24	\$0.27
	After 09/30/2024	\$11.97	\$35.90	\$0.29
	After 09/30/2025	\$12.57	\$37.70	\$0.30
Commercial	through 09/30/2022	\$9.50	\$28.50	\$0.23
	After 09/30/2022	\$10.26	\$30.78	\$0.25
	After 09/30/2023	\$11.08	\$33.24	\$0.27
	After 09/30/2024	\$11.97	\$35.90	\$0.29
	After 09/30/2025	\$12.57	\$37.70	\$0.30
County	through 09/30/2022	\$9.50	\$28.50	\$0.20
	After 09/30/2022	\$10.26	\$30.78	\$0.22
	After 09/30/2023	\$11.08	\$33.24	\$0.24
	After 09/30/2024	\$11.97	\$35.90	\$0.26
	After 09/30/2025	\$12.57	\$37.70	\$0.27
School	through 09/30/2022	\$9.50	\$28.50	\$0.20
	After 09/30/2022	\$10.26	\$30.78	\$0.22
	After 09/30/2023	\$11.08	\$33.24	\$0.24
	After 09/30/2024	\$11.97	\$35.90	\$0.26
	After 09/30/2025	\$12.57	\$37.70	\$0.27



**NOTICE OF PUBLIC HEARING FOR INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE NO. 02-329  
AN ORDINANCE AMENDING CHAPTER 40, ARTICLE III, SECTIONS 40-151 AND 40-152 OF THE CODE OF THE  
INCORPORATED COUNTY OF LOS ALAMOS PERTAINING TO THE GAS SERVICE RATE SCHEDULE**

Notice is hereby given that the Board of Public Utilities (BPU), Incorporated County of Los Alamos, State of New Mexico, will hold a public hearing on July 20, 2022, at 5:30 p.m. via Zoom (<https://ladpu.com/ratehearing>). At this open meeting, the BPU will consider and receive public comment on Los Alamos County Code Ordinance No. 02-329. A full copy of the ordinance is available for inspection during regular business hours at the Department of Public Utilities at 1000 Central Avenue, Suite 130 or online at <https://ladpu.com/Gas-Proposed>. Supporting documents are available at <https://ladpu.com/rates>. Interested citizens are encouraged to attend this public hearing.

By: /s/ Cornell Wright, Board of Public Utilities Chair

Zoom Link <https://us06web.zoom.us/j/85016571926> (or use the short URL listed above)  
Webinar ID: 850 1657 1926  
One tap mobile (US): +14086380968,,85016571926# or +16699006833,,85016571926#  
Phone (US): +1 408 638 0968 or +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 312 626 6799 or +1 646 876 9923 or +1 301 715 8592

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

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

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

- (a) *Residential service schedule 7A.* The residential rate applies to customers in a single dwelling or in a single dwelling unit of a multiple dwelling or apartment for domestic purposes only.
- (b) *General commercial and industrial service schedule 7E.* The commercial and industrial rate applies to customers for use in or in connection with any commercial, business or industrial activities, including multiple dwelling units where service for more than one unit is taken through a master meter, and to other customers not otherwise specifically falling within another class.
- (c) *Service charge.*
  - (1) Per meter rated 250 CFH or less: \$9.50 per month through September 30, 2022; \$10.26 per month after September 30, 2022; \$11.08 per month after September 30, 2023; \$11.97 per month after September 30, 2024; \$12.57 per month after September 30, 2025.
  - (2) Per meter rated more than 250 CFH: \$28.50 per month through September 30, 2022; \$30.78 after September 30, 2022; \$33.24 per month after September 30, 2023; \$35.90 per month after September 30, 2024; \$37.70 per month after September 30, 2025.
- (d) *Gas consumption charge.*
  - (1) The gas consumption charge for schedules 7A and 7E shall be made up of two components: fixed cost recovery and a variable cost of gas component. The fixed cost recovery shall be \$0.23 per therm (one therm is equal to 100,000 British Thermal Units (BTU)) through September 30, 2022; \$0.25 after September 30, 2022; \$0.27 after September 30, 2023; \$0.29 after September 30, 2024; \$0.30 after September 30, 2025. The variable cost of gas rate shall be calculated each month based on the projected cost of gas for the billing month plus an adjustment for any prior over or under collection for gas purchases and/or gas transportation costs.
  - (2) The projected cost of gas shall be at the rate as stated on the San Juan Index or any recognized index that may replace the San Juan Index.
  - (3) Should the variable cost of gas exceed \$0.99 per therm, the billed rate to consumers shall not reflect the cost of gas over that amount until the rate is approved by an ordinance of the council.

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

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

- (a) *Applicability.*
  - (1) Schedule 7L: Interdepartmental service—Incorporated County of Los Alamos.
  - (2) Schedule 7N: Schools service—Los Alamos public schools.
- (b) *Service charge.*
  - (1) Per meter rated 250 CFH or less: \$9.50 per month through September 30, 2022; \$10.26 per month after September 30, 2022; \$11.08 per month after September 30, 2023; \$11.97 per month after September 30, 2024; \$12.57 per month after September 30, 2025.
  - (2) Per meter rated more than 250 CFH: \$28.50 per month through September 30, 2022; \$30.78 after September 30, 2022; \$33.24 per month after September 30, 2023; \$35.90 per month after September 30, 2024; \$37.70 per month after September 30, 2025.
- (c) *Gas consumption charge.*
  - (1) The gas consumption charge for schedules 7L and 7N shall be made up of two components: fixed cost recovery and a variable cost of gas component. The fixed cost recovery shall be \$0.20 per therm (one therm is equal to 100,000 British Thermal Units (BTU)) through September 30, 2022; \$0.22 after September 30, 2022; \$0.24 after September 30, 2023; \$0.26 after September 30, 2024; \$0.27 after September 30, 2025. The variable cost of gas rate shall be calculated each month based on the projected cost of gas for the billing month plus an adjustment for any prior over or under collection for gas purchases and/or gas transportation costs.
  - (2) The projected cost of gas shall be at the rate as stated on the San Juan Index or any recognized index that may replace the San Juan Index.
  - (3) Should the variable cost of gas exceed \$0.99 per therm the billed rate to consumers shall not reflect the cost of gas over that amount until the rate is approved by an ordinance of the council.

**Section 3. Effective Date.** This ordinance shall become effective upon adoption with the amended rates being applied at the next billing following the effective date of the ordinance.

## Frequently Asked Questions Proposed Gas Rate Increase

7/8/2022

### 1. How much is the DPU proposing to increase the gas rate?

The Department of Public Utilities is proposing gas rate increases covering a four-year period to be approved by the Board of Public Utilities and adopted by the County Council. The increases are for the fixed portion of the commodity rate and the meter service charges.

GAS SERVICE CHARGE			FIXED CONSUMPTION RATE/THERM		
	Small Meter	Large Meter		Residential & Commercial	County & Schools
Current	9.50	28.50	Current	0.23	0.20
10/1/2022	10.26	30.78	10/1/2022	0.25	0.22
10/1/2023	11.08	33.24	10/1/2023	0.27	0.24
10/1/2024	11.97	35.90	10/1/2024	0.29	0.26
10/1/2025	12.57	37.70	10/1/2025	0.30	0.27

### 2. Why do we need these gas rate increases and what do they cover?

The proposed increases are intended to generate revenues needed for current operations and to build cash reserves necessary for future infrastructure needs. Large increases to costs due to inflation and supply chain shortages have negatively impacted current gas fund balances.

### 3. Where can I find the draft ordinance?

The draft ordinance is included in this PDF starting on page 6. Current rates are always available on the DPU website at <https://ladpu.com/rates>, where the draft ordinance has also been posted under the folder “Proposed & Pending Rate Changes.”

**4. What is the process for raising the gas rates?**

The BPU will hold a public hearing on July 20<sup>th</sup> at 5:30 pm through the online platform Zoom at this link: <https://ladpu.com/ratehearing>. If the BPU approves the ordinance, Council will then hold a public hearing to consider adoption at the August 30<sup>th</sup> County Council meeting.

**5. When will these rates take effect?**

The proposed ordinance states that the increases will go into effect annually on October 1<sup>st</sup>.

**6. Are the BPU and County Council locked into these rates for the next four years?**

No. Rates can always be modified if the BPU and County Council determine it is appropriate and approve and adopt a new rate ordinance.

**7. How often are gas rates increased? Didn't this happen recently?**

Gas rates have not been increased since before the current pass-through rate structure was adopted in 2013. The prior commodity rate was \$0.55/therm for residential customers. The original fixed portion of the pass-through commodity rate was \$0.29/therm. That rate was reduced to \$0.23/therm in 2016. Gas meter service charges have not changed since 2009.

**8. What is the pass-through gas rate structure?**

DPU has included a “pass-through” cost of natural gas in its rate structure since the end of 2013. This model includes a monthly service fee and a commodity (or consumption) rate that is made up of two components: 1) a fixed cost recovery charge and 2) a variable cost of gas charge. The commodity rate is charged per therm consumed. The fixed cost recovery portion of the commodity rate will increase if the proposed gas rate increases are adopted. This portion of the rate has never been increased and is covers set natural gas distribution maintenance and operation expenses. In 2016, it was reduced from \$0.29/therm to \$0.23/therm for residential customers. If approved, the fixed portion will return to the original 2013 amount of \$0.29/therm in October 2024. The final increase under this proposal will take place a year later, raising the fixed portion to \$0.30/therm.

DPU's actual cost to purchase the natural gas commodity is passed directly to the customer in the variable portion of the commodity rate. This cost is calculated each month based on the San Juan Index and then adjusted based on the actual cost from the prior month. The benefit of this approach for customers is that DPU does not need to maintain a substantial rate stabilization fund to absorb

volatile, fluctuating gas prices. Each month DPU posts the new variable cost of gas portion of the commodity rate online at [ladpu.com/DPUGasRateSchedule](http://ladpu.com/DPUGasRateSchedule).

## 9. How will these rates impact my bill?

For residential customers using 75 therms per month and assuming the variable portion of the pass-through commodity rate averages \$0.46 monthly, the impact is shown in the table below. About 65% of DPU's residential customers use no more than 75 therms per month on average.

	Current	Oct. 01, 2022	Oct. 01, 2023	Oct. 01, 2024	Oct. 01, 2025
<b>Monthly Svc Fee</b>	\$9.50	\$10.26	\$11.08	\$11.97	\$12.57
<b>Fixed Commodity Rate</b>	\$17.25	\$18.75	\$20.25	\$21.75	\$22.50
<b>Projected \$0.46 Variable Rate*</b>	\$34.50	\$34.50	\$34.50	\$34.50	\$34.50
<b>Total Bill</b>	<b>\$61.25</b>	<b>\$63.51</b>	<b>\$65.83</b>	<b>\$68.22</b>	<b>\$69.57</b>

*\*Average of variable rate from June 2021 through May 2022*

## 10. What if these increases are not approved?

If increases are not approved, DPU will have to curtail maintenance and replacements. This curtailment will impact system reliability and eventually create a need for a rate increase that is potentially urgent and more substantial.

## 11. How can I reduce my consumption to lower the impact of this rate increase?

There are many ways to use less natural gas and therefore lower your bills.

1. Make sure your furnace and water heater are maintained. These systems are likely to become less energy efficient over time but you can maintain some efficiency by checking them regularly. Replace leaky or worn-out parts to prevent losing energy and running up your gas bill.
2. Make sure your vents allow the warm air produced by your furnace to flow freely. Don't block vents with furniture or appliances.

3. Make sure your windows and doors are sealed with caulk or weatherstripping. You can further insulate by covering windows with curtains or blinds when it's cold outside. Insulate your water heater as well.
4. Turning the thermostat down a couple degrees can reduce your consumption and lower your bills. If it's uncomfortable, consider lowering the thermostat when you're away from home or only at night.
5. Turn your water heater down. You might find that it's set higher than it needs to be.
6. Use your fireplace less often. While you can sit in front of a fire to stay warm and cozy, much of the heat it generates goes straight up the chimney. As it escapes, the vacuum it leaves behind draws cold air in through cracks or weak spots in your insulation. Once that happens, your heating system is likely to kick into overdrive to compensate for the loss of warmth in the house.

## **12. Is there any assistance for individuals on fixed incomes?**

DPU has a Utility Assistance Program to aid qualified low-income residential families. A copy of the UAP brochure can be downloaded at: <https://ladpu.com/UAPBrochure>.

Funded by DPU customer donations, the program is available to:

1. Qualifying low-income customers for the months of October through March
2. Qualifying low-income customers over age 65, year-round
3. Customers who demonstrate a financial hardship due to unforeseen circumstances may qualify for a single, lump sum credit.

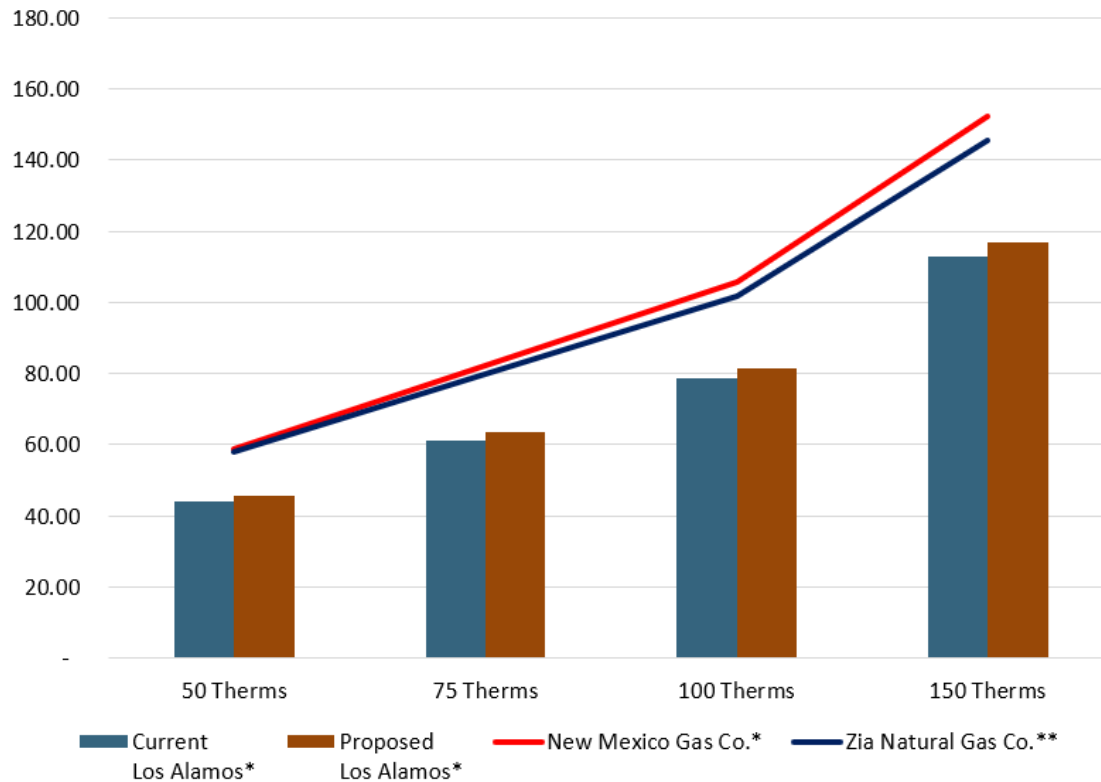
Customers can contact the Customer Care Center to apply or to donate to the program – 505 662 8333 or [CustomerCare@lacnm.us](mailto:CustomerCare@lacnm.us).

Other programs available to assist customers' utility bills are: LA Cares, 505 661 8105, or Self-help, Inc, 505 662 4666.

The State of New Mexico offers the NM Low Income Energy Assistance Program (LIHEAP) to assist with energy bills, 505 753 2271.

13. How do these rates compare with other communities?

### ***NM Communities Residential Gas Rate Comparison***



SAMPLE RESIDENTIAL BILL - Assuming Small Gas Meter				
Monthly Usage	Current Los Alamos*	Proposed Los Alamos*	New Mexico Gas Co.*	Zia Natural Gas Co.**
50 Therms	44.00	45.76	58.81	57.82
75 Therms	61.25	63.51	82.22	79.73
100 Therms	78.50	81.26	105.62	101.63
150 Therms	113.00	116.76	152.44	145.45

\*Average of 12 months variable Cost of Gas commodity rate used

\*\* Average of all service areas used for comparison

# 2022 Gas Rate Increase

# Overview

- Budgets approved in the FY2023 budget cycle included a 8% overall increase in revenues from rates.
- The Gas Rates consist of 3 components
  - Flat Monthly Service Charge (unchanged since 2009)
  - Fixed Charge per therm (unchanged since 2016)
  - Cost of Gas Pass Through
- NMMEAA Discount



# Customer Base

- 4-year Average

	Los Alamos	White Rock	Total
Residential	5029	2342	7371
Multifamily	58	0	58
Commercial	315	56	371
County	34	10	44
Schools	26	2	28

	Small Meter	Large Meter
Residential	7351	20
Multifamily	13	45
Commercial	224	147
County	15	29
School	12	16

# Overview

- Typical bill estimates use 75 therms to calculate the effects of increases on residential customers

	75 Therms or Under	Total %
<b>Residential</b>	4760	65%
<b>Multifamily</b>	10	17%
<b>Commercial</b>	201	54%
<b>County</b>	16	36%
<b>Schools</b>	12	43%

Therms*	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
0	216	290	237	176	77	61	52	52	60	65	98	177
100	6679	7619	6598	7620	5724	3372	1935	2002	2961	5766	6994	6579
200	51	37	24	87	1085	3289	3411	3647	3735	2038	456	109
300	6	5	3	4	87	587	1190	1193	787	146	24	10
400	2	2	3	2	8	79	229	263	113	24	4	3
500	2	2	2	1	3	13	48	81	32	8	3	2
600		1	2		1	4	12	28	12	7	1	2
700	1			1	1	2	4	11	6	4	1	1
800		1		1		1	3	5	5		1	1
900			1		1		1	3	3	2	1	1
1000							1	2	3	2		1
1100					1		1	2	1		1	
1200	1							2		1	1	1
1300								1	1		1	
1400						1	2	1		1		
1600						1	1					
1700							1		1			1
1800						1						
6700												1
<b>Total</b>	<b>6958</b>	<b>7957</b>	<b>6870</b>	<b>7892</b>	<b>6988</b>	<b>7411</b>	<b>6891</b>	<b>7293</b>	<b>7720</b>	<b>8064</b>	<b>7586</b>	<b>6889</b>

\*Rounded to the nearest 100 therms

# Consumption/Usage

- Average monthly consumption in therms by customer type

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Total
Residential	132,702	128,951	113,393	196,607	448,556	852,333	1,009,701	1,101,115	972,986	657,475	354,649	190,796	6,159,264
Multifamily	11,355	9,882	10,513	16,944	36,278	52,694	60,378	54,898	59,985	41,284	28,192	16,392	398,795
Commercial	59,438	46,114	49,787	59,594	108,093	177,731	239,016	204,213	177,571	123,854	81,940	60,042	1,387,393
County	12,012	7,858	8,807	13,726	28,176	50,617	52,387	57,182	53,608	31,311	20,819	13,877	350,380
Schools	3,203	3,866	4,448	8,561	20,835	31,435	39,534	33,465	44,432	30,172	11,798	6,740	238,489
<b>Total</b>	<b>218,710</b>	<b>196,671</b>	<b>186,948</b>	<b>295,432</b>	<b>641,938</b>	<b>1,164,810</b>	<b>1,401,016</b>	<b>1,450,873</b>	<b>1,308,582</b>	<b>884,096</b>	<b>497,398</b>	<b>287,847</b>	<b>8,534,321</b>

# Consumption/Usage

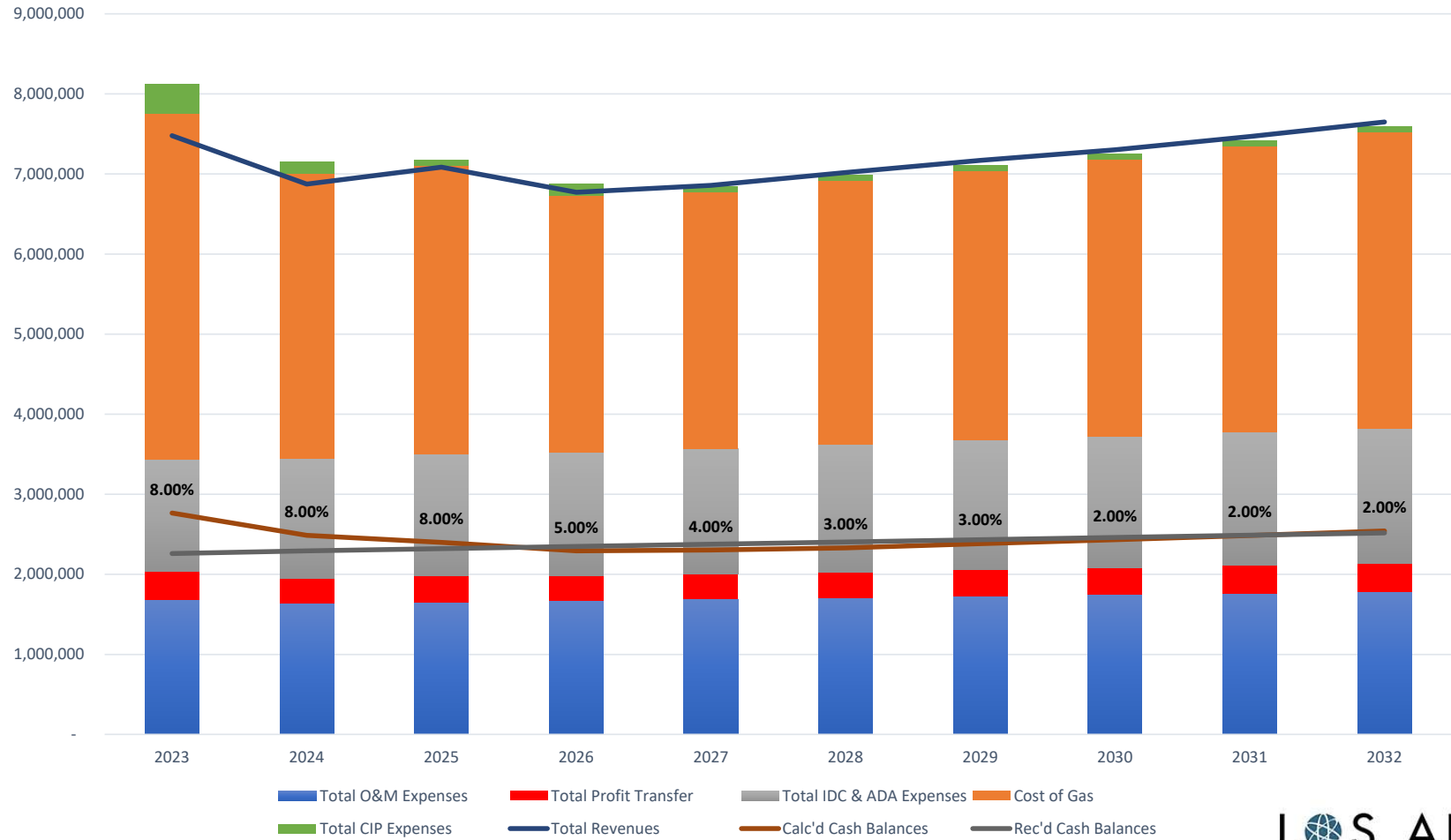
- Los Alamos and White Rock residents' average monthly household usage in therms

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Total Average
Los Alamos	20	17	17	28	69	114	145	149	128	84	48	29	71
White Rock	18	15	15	19	55	117	151	155	123	77	43	25	68

- Total average monthly usage in therms by location

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Total Average
Los Alamos	90,491	94,656	78,809	153,004	319,940	579,081	657,010	737,480	684,323	477,101	253,118	131,601	354,718
White Rock	42,211	34,295	34,584	43,603	128,616	273,252	352,691	363,635	288,663	180,374	101,532	59,195	158,554

## FY 2023 Budget - 10-Year Forecast - Gas Distribution (GA) - Revenue/Expense/Cash



# Proposed Rates

## Gas Rate Schedule 7-A, 7-E, 7-L, 7-N

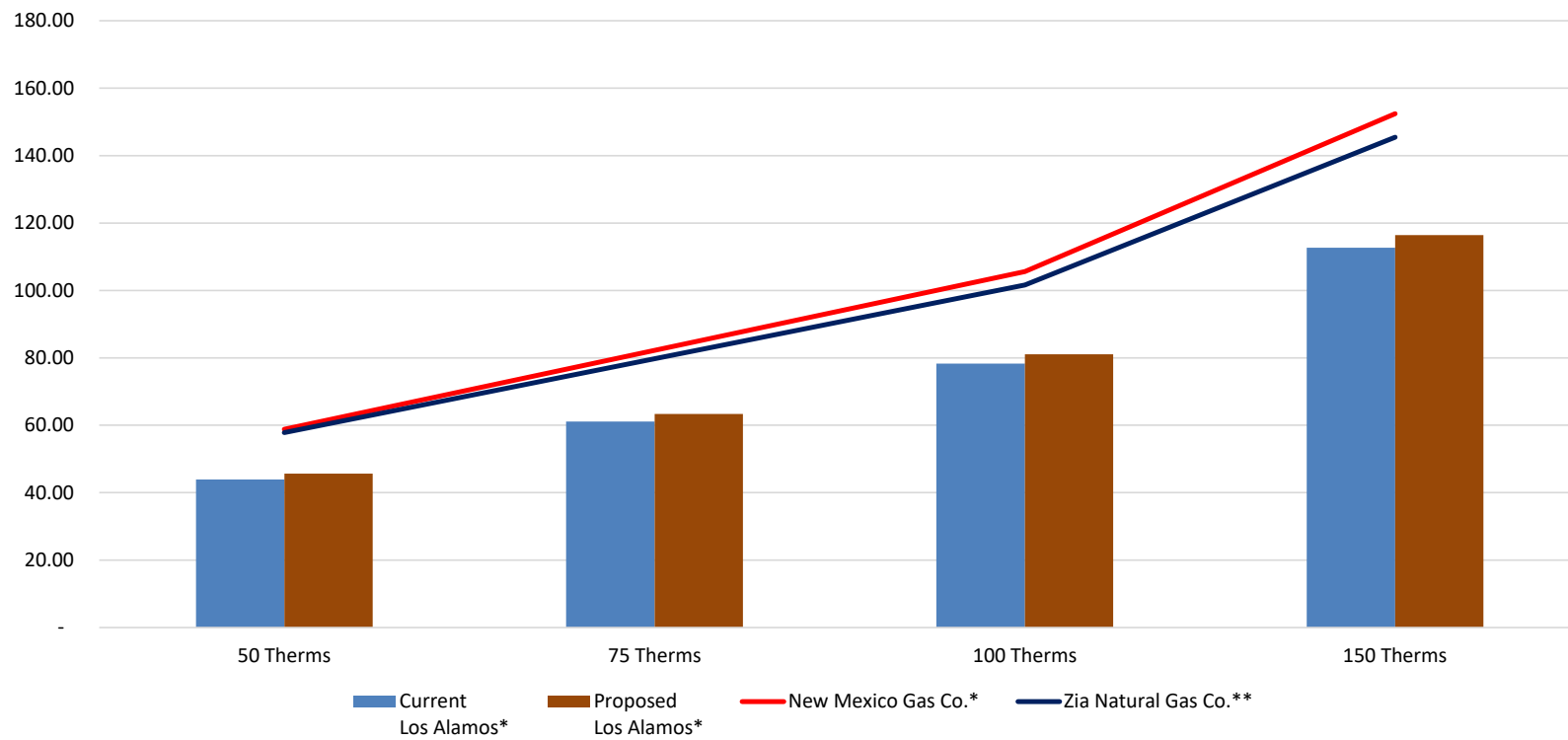
		SERVICE CHG - SML METER	SERVICE CHG - LRG METER	FIXED CHARGE
Residential Multifamily Commercial	through 09/30/2022	\$9.50	\$28.50	\$0.23
	After 09/30/2022	\$10.26	\$30.78	\$0.25
	After 09/30/2023	\$11.08	\$33.24	\$0.27
	After 09/30/2024	\$11.97	\$35.90	\$0.29
	After 09/30/2025	\$12.57	\$37.70	\$0.30
County School	through 09/30/2022	\$9.50	\$28.50	\$0.20
	After 09/30/2022	\$10.26	\$30.78	\$0.22
	After 09/30/2023	\$11.08	\$33.24	\$0.24
	After 09/30/2024	\$11.97	\$35.90	\$0.26
	After 09/30/2025	\$12.57	\$37.70	\$0.27

Estimated bills with proposed rates for 75, 100, 150, 200, 300 therms with a small meter charge.

	75 therms	100 therms	150 therms	200 therms	300 therms
through 09/30/2022	\$56.75	\$72.50	\$104.00	\$135.50	\$198.50
After 09/30/2022	\$59.01	\$75.26	\$107.76	\$140.26	\$205.26
After 09/30/2023	\$61.33	\$78.08	\$111.58	\$145.08	\$212.08
After 09/30/2024	\$63.72	\$80.97	\$115.47	\$149.97	\$218.97
After 09/30/2025	\$65.07	\$82.57	\$117.57	\$152.57	\$222.57

# Overview

*NM Communities Residential Gas Rate Comparison*



# Questions





# County of Los Alamos

## Staff Report

August 09, 2022

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** A.

**Index (Council Goals):**

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

**Legislative File:** OR0951-22b

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### 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 move that Council adopt Incorporated County of Los Alamos Code Ordinance No. 718, an Ordinance Terminating the Economic Development Project for Public Support of TNJLA LLC, a New Mexico Corporation.**

### County Manager's Recommendation

The County Manager recommends that Council adopt Incorporated County of Los Alamos Ordinance No. 718.

### 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 construction financing commitment in an amount sufficient to support the development of an extended stay hotel facility, including a 250 to 300-person banquet-style event 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

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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 agreed to pay, and has paid, 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. If the Ordinance is approved, this fully unencumbers the property a year earlier than would have been provided for in the PPA and enables future planning for the site to move ahead.

#### **Alternatives**

Council can not adopt the ordinance and asks staff to return with alternative recommendations.

#### **Fiscal and Staff Impact/Planned Item**

There should be minimal staff and fiscal impact.

#### **Attachments**

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

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

C - Publication Notice

**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 20<sup>th</sup> 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 20<sup>th</sup> 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 9<sup>th</sup> day of August 2022.

**INCORPORATED COUNTY OF LOS ALAMOS**

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**Randall T. Rytí,**  
**Council Chair**

**ATTEST:**

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**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



My commission expires:

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

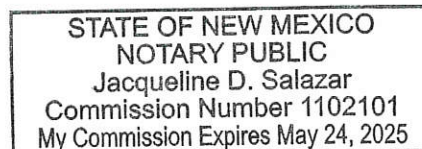
**NOTARY:**

State of New Mexico  
County of Los Alamos

Signed or attested before me on 23<sup>rd</sup> 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 15<sup>th</sup> 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: \_\_\_\_\_

**NOTICE OF ORDINANCE NO. 718**

**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. 718. This will be considered by the County Council at an open meeting on Tuesday, August 9, 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. 718**

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

Council of the Incorporated County of Los Alamos

By: /s/ Randall T. Rytí, Council Chair

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

Publication Date: Thursday, July 21, 2022



# County of Los Alamos

## Staff Report

August 09, 2022

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** A.

**Index (Council Goals):**

**Presenters:** Angelica Gurule, Environmental Services Manager and Juan Rael, Public Works Director

**Legislative File:** 15923-22

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### Title

Follow-Up Discussion of Food Waste Composting Feasibility Study and Discussion of Environmental Services Fees

### Body

The **Food Waste Composting** Feasibility report is the culmination of many years and hours of staff, consultants and volunteer time researching and exploring food waste composting and providing food waste prevention education to decrease waste sent to the landfill. Food waste composting provides a viable solution to manage excess yard trimmings, a similar program that was started and is very popular with the community. Food composting could provide the next step towards reducing our environmental impact by avoiding greenhouse gas emissions and decreasing waste sent to landfill. The compost produced from the operation will enrich our soil and generate revenues to offset a portion of the operation and maintenance expenses.

At the May 17, 2022, County Council Work Session, Environmental Services manager and our consultant (SCS Engineers), presented the findings of the Food Composting Feasibility Study. The feasibility study evaluated five (5) food composting technology options: Anaerobic digestion, in vessel, covered aerated static piles, aerated static piles, and windrow composting. The report also analyzed four (4) locations, Bayo Canyon, Overlook Park (2 locations), and Eco Station. Additionally, the study reviewed collection options including curbside collection and drop off sites. The report concluded with a recommendation of windrow composting technology, located at Bayo Canyon and providing drop off sites for residents and curbside collection for businesses. The Environmental Sustainability Board (ESB) recommendation to implement food waste composting using the windrow system at Bayo Canyon and provide drop off sites for residents and curbside collection for businesses. At this meeting, Council had many questions and requested more information regarding the economic and environmental impacts of landfilling vs. composting organic materials, as well regional partnership opportunities and grant opportunities. The purpose of this presentation (Attachment A) is to provide responses to the questions that were raised by Council. A complete list of questions raised during that Council meeting and answers to those questions are compiled in Attachment B.

### Overview of ES Rates

The Environmental Services Division operates as an Enterprise Fund, meaning the rates collected should cover operating expenses to provide service. Environmental Services offers

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waste collection services, enhanced recycling services, household hazardous waste, and bear resistant containers. Rates are collected via monthly residential and commercial billing in addition to rates collected at the Eco Station. The revenue from the rates are used to cover the costs of all services. The new program of bear carts, both residential and commercial dumpsters, has recently been added. The expense of replacement costs of these bear carts and dumpsters must now be added into operational costs.

As a result of increasing expenses, the current rates are not covering the cost to provide services. Environmental Services rates were last adjusted in FY2018. This item will give staff an opportunity to discuss how revenues from rates compare with operational costs and recommendations for rate adjustments (Attachment C).

**Attachments**

A - Food Waste Composting Feasibility Study Follow Up Presentation

B - Food Waste Composting Feasibility Study - Q&A

C - Environmental Services Fees Presentation





# County of Los Alamos

## Food Waste Composting Feasibility Study – Follow Up Discussion

August 9, 2022  
Angelica Gurule



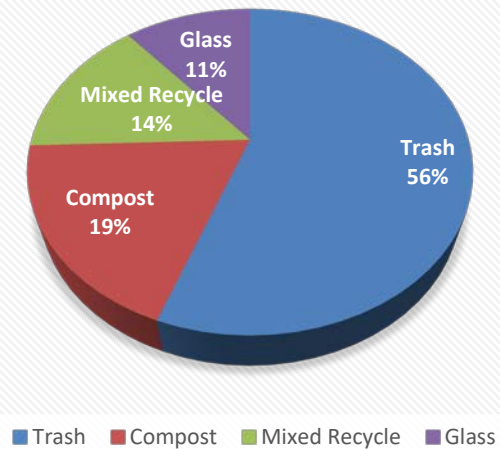
# History

- **2018** LAC invested \$1.2 million to purchase a methane extraction system for the closed landfill
- **2018** ESB and Zero Waste Team began exploring food composting and food waste prevention
- **November 2018/January 2019** - Site visit and ESB presentation of Food Composting Operations
- **April 2019** - Conducted Restaurant Food Waste Study – 13 of 28 restaurants responded they were *“Looking forward to proposed County Composting”* and emphasized the necessity for convenience
- **April 2019** - Save As You Throw (SAYT) Subcommittee Appointed by ESB and County Council - The final report dated July 16, 2020, stated: *For a SAYT program to be successful in Los Alamos County at a future time, a food waste composting program and food waste prevention campaign should first be explored to maximize waste diversion from the landfill. A frequently heard public comment during this study was “A desire for a municipal food composting program”*
- **May 2019 – August 2019** Hosted 15 booths at 2019 Summer Concert Series – We heard overwhelming support in favor of food composting. 19% of materials collected were compostable.
  - Hosted outreach booths at community events and published dozens of articles to promote food waste prevention and backyard composting
- **December 2019** – Waste Stream Overview presented to County Council. Council requested scope and cost for a Food Composting Feasibility Study
- **February 2020** – Staff returned to Council with proposed cost and scope for Composting Feasibility Study
- **August 2020 – April 2021** – Food Waste Composting Study and Design Services were advertised and awarded
- **April 2021 – March 2022** – Five public meetings were held to gather public input
- **April 2021 and May 2022** – Distributed 470, grant funded backyard compost kits to the community
- **March 2022** – ESB unanimously recommended to implement a food composting system at Bayo Canyon using the windrow method and providing drop-off sites for residents and curbside collection for businesses.
- **May 2022** – Food Waste Composting Final Report presented to County Council



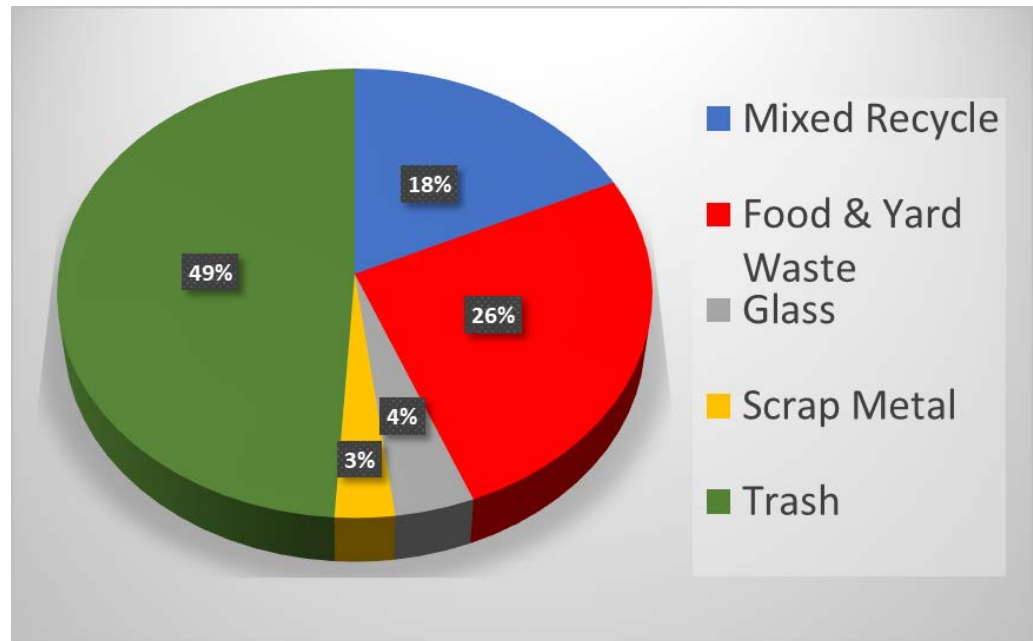


## Zero Waste Stations Materials Collected at 2019 Summer Concert Series



# Why Compost Food Waste?

- Food Waste is 20% of Waste Stream
- Food waste composting reduces our carbon footprint
- Need a viable solution for excess yard trimmings\*\*
- Rio Rancho Landfill is estimated to close in 7 years
- Hauling and tipping fees increase annually



Food waste composting aligns with LARES Recommendations and 2022 County Council Strategic goals:

**Protecting our environment and improving our open spaces, recreational, and cultural amenities.** County open spaces and cultural attractions are greatly valued by the community and provide opportunities for recreational and economic growth; *appropriately allocating resources to ensure their resiliency and sustainability is important to our citizens.*

**Investing in infrastructure.** Balancing maintenance of existing infrastructure with new investments in utilities, roads, trails, expanded transit options, facilities, and amenities; and *promoting sustainable and resilient practices throughout the community,* such as carbon-neutral electric generation.

# Yard Trimming Diversion Program

- Successful program
  - ~70% participation rate
  - ~1,000 tons of material collected in curbside program
  - ~3,000 tons collected annually from businesses & residents
- Limited end market (Biosolid composting and landscaping)
- Fire hazard at Eco Station
- Need a solution



# Compost Study

**Identify the most cost-effective location, technology, and collection plan for food waste processing**

- ✓ **Provide a roadmap of what is best for the County and the environment**
- ✓ **Use as a decision-making guide**

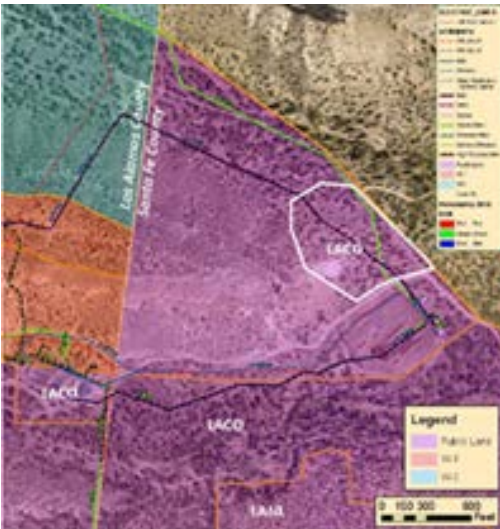
Composting Technologies	Locations	Collection Method
Aerated Static Pile	Bayo Canyon	Drop Off Sites
Covered Aerated Static Pile	Eco Station	Curbside Collection
In-Vessel	Overlook Park Area 1	
Anaerobic Digestion (AD)	Overlook Park Area 2	
Windrow		



# SCS and ESB Recommendation

*On March 17, 2022, ESB unanimously recommended to implement a food composting system at Bayo Canyon using the windrow method and providing drop-off sites for residents and curbside collection for businesses.*

- Capital Cost: \$2,011,000
- Operational Cost: \$581,341 annually (which includes new 3 FTE's for 7-day operation)
- Timeline: 2-3 years (permitting, purchase of equipment, design, building)
- Most cost-effective option



## Triple Bottom Line Analysis

Economic Impacts	Compost Food and Yard Trimmings	Landfill Food and Yard Trimmings
Tons (3,000 Yard Trimmings and 1,500 Food)	4500	4500
Hauling Cost	\$55,800 hauling to Bayo Canyon	\$118,125 hauling to Rio Rancho Landfill
Disposal cost	\$ -	\$ 121,905
Labor Cost	\$245K full compost program	\$ 140,000
Total Cost	\$ 300,800	\$ 380,030
Cost per ton	\$ 67	\$ 84
Potential Off Set - Compost sales	\$10/cubic yard x 7,000CY = \$70,000/year	
Environmental Impacts		
Total Green House Gas Emissions (MTCO2E)	-341.45	396.79
Water Required (Gallons)	0	0
Supports Councils 2022 Strategic Goals related to Environmental Sustainability	YES	YES
Citizen Impacts		
Customer Participation	Participation rate is expected to be 50%; however, this is currently unknown and will be monitored.	Currently over 70% of residents utilize the yard trimming program.
Cost to Customer	Nominal increase to monthly rate	Disposal cost of yard trimmings will increase from \$37/ton to current trash rate \$66/ton

## Net result of food composting

Total Change in GHG Emissions (MTCO2E): **-738.24**

This is equivalent to...

Removing annual emissions from **156** Passenger Vehicles

Conserving **83069** Gallons of Gasoline

Conserving **30760** Cylinders of Propane Used for Home Barbeques

\*For a comprehensive list of question, see Attachment B.

\*Food Composting analysis based on ESB and SCS consultant recommendation.

# Next Steps

- Impact to fees
- Return to Council for a decision on food composting program
- Questions



**Follow up Questions & Answers**  
**Food Waste Composting Program Presentation**  
**County Council Work Session May 17, 2022**

**Re: Requested information from May 17, 2022 County Council Meeting**

Environmental Services staff has noted the feedback received from County Council on May 17, 2022, regarding the food waste composting feasibility study, this document is intended to address the questions and concerns raised at this meeting.

**1.What led to thinking that Los Alamos could achieve 50% food waste diversion?**

This was based on previous studies of similar, successful food compost programs across the country. This is also based on the success of the current County programs such as our 70% participation rate on brush and above average recycle rate.

**2.How would we get additional material needed to divert 100% of the food waste? Especially if we don't have enough yard trimmings right now.**

We can manage 50% food waste with current amount of yard trimmings available. This is the current upper limit. If we wanted to divert 100% of food waste, we would need to source yard trimmings from another source such as surrounding municipalities. The County could offer a rate for yard trimming disposal that would incentivize other communities to bring their yard trimmings to Los Alamos County instead of landfilling the material.

**3.Why are there only costs for first 3 years of the program?**

The estimated capital cost for this project is \$2,011,000, and annual operating and maintenance costs of \$518,341. This program includes 3 FTE's. The capital cost funding option is assumed to be a 10-year short term loan and is modeled to be repaid using Environmental Gross Receipts Tax (EGRT). From FY23 to FY28, an annual rate increase of 3% is needed to cover cost to provide solid waste services, and an additional 3% would be needed from to cover the annual operating and maintenance costs of the food waste composting program. In out years, a 3% annual increase should be adopted to continue covering the cost to provide service.

**4.Could we partner with Santa Fe if didn't start food composting here in LA?**

During the feasibility study Santa Fe Solid Waste Management Agency (nor any other community contacted) did not express interest in partnering. Private partnerships may be a possibility; however, the private company that was contacted emphasized the importance of building local, sustainable, micro compost systems that promote environmental sustainability, reduce financial impacts, and strengthens the community.

**5.Could we do backyard composting as an alternative to municipal composting?**

Backyard composting largely benefits the residential community. In FY21 and FY22, ~470 backyard compost kits were distributed to residents, many residents are on a waiting list for future projects, this is one example of the citizen enthusiasm for composting. To provide backyard composting kits to all LAC residents would cost \$103



per kit (not including distribution cost) or \$750K, for all 7,250 households. However, this will not solve the excess yard trimming problem, nor will it serve the business community. Many households/businesses do not have the space to accommodate a backyard compost bin and are unable to participate in the program. In past conversations with business owners, they mentioned they want access to compost and recycle; however, it needs to be convenient.

**6.What if we don't compost? What are costs for landfilling yard trimmings? What are the carbon emissions for landfilling yard trimming materials? Provide a side-by-side comparison of the food waste composting program vs. landfilling yard trimmings and food waste.**

See table: Triple Bottom Line Analysis.

Triple Bottom Line Analysis		
Economic Impacts	Compost Food and Yard Trimmings	Landfill Food and Yard Trimmings
Tons (3,000 Yard Trimmings and 1,500 Food)	4500	4500
Hauling Cost	\$55,800 hauling to Bayo Canyon	\$118,125 hauling to Rio Rancho Landfill
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Water Required (Gallons)	0	0
Supports Councils 2022 Strategic Goals related to Environmental Sustainability	YES	YES
Citizen Impacts		
Customer Participation	Participation rate is expected to be 50%; however, this is currently unknown and will be monitored.	Currently over 70% of residents utilize the yard trimming program.
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## **Net Results of Food Composting:**

Total Change in GHG Emissions (MTCO<sub>2</sub>E): **-738.24**

This is equivalent to...

Removing annual emissions from **156** Passenger Vehicles

Conserving **83069** Gallons of Gasoline

Conserving **30760** Cylinders of Propane Used for Home Barbeques

### **7.Are there other things we can spend this money on to decrease our carbon footprint?**

The solicitation process is in progress for the Greenhouse Gas Baseline Inventory Study and Climate Action Plan. The findings will provide a comprehensive list of impactful, carbon reduction strategies. The Los Alamos Resiliency, Energy and Sustainability (LARES) Task Force recommended: WCNR-1: Set an immediate goal to eliminate municipal solid waste through reduction, reuse recycling and composting (by e.g., 2035) following Zero Waste principles. Furthermore, the recommendation to achieve this goal is to eliminate organic waste going to the landfill within the next 3-5 years.

### **8.How much water does this use?**

According to SCS consultant and our discussion with a local private company, supplemental water will not be required for composting based on high water content of food waste.

### **9.Why can't we use the yard trimming roll cart container?**

This is an option that was examined and is used in some communities. However, this is not a recommended option for LAC as there was a recent \$2.4 million investment for bear resistant trash containers to reduce human-bear interactions. Adding food waste to the yard trimming program would undo the current initiative by attracting bears to unsecure yard trimming carts that contain food waste. This would require a new bear resistant roll cart for each household.

### **10.Are pizza boxes and food wrappers/containers compostable?**

In the future, the County could take these items. To start the program it is best to collect food only as this will minimize contamination.

### **11.There is some concern about animal invasion factor before material is collected, how will this be managed?**

The recommendation is to provide bear resistant collection for both drop off sites for residential customers and curbside collection for commercial collection.

**12.Can non-potable water be used for composting?**

Yes.

**13.Will high winds dry out the compost piles?**

No, it is protected by outer crust/insulated by finished compost and mulch. A best management practice is to check the weather and wind direction before turning a compost pile.

**14.Can the County use the compost for Parks and grounds as one key component of xeriscape is quality soil?**

Yes, this is a great use that can provide valuable soil amendments.

**15.To generate 7,000 cubic yards of compost per year assumes 50% collection rate. That also assumes there is enough carbon source to generate compost and also assumes there is a market for this material. Maybe 50% is the right number, does this differ from curbside vs. drop off. It will be difficult for residents to drop off material.**

There is enough yard trimming available to compost 50% of food waste or 1,500 tons. If the County choose to offer residential curbside collection of food waste, the participation rate/diversion rate would increase to 80% or more. This based on the success of our current diversion programs. However, if we got to this level we would need to source additional carbon materials.

**16.Is there a market for 7,000 cubic yards of compost? What does the local home and garden store sell in one year? Households in the County could absorb the compost to enhance their landscape; however, it will take proactive marketing on the County's behalf. The current compost is in high demand and attracts customers from surrounding communities. Additionally, policies can be used to stimulate the use of compost. Example: Implement a local development ordinance that requires landscape be amended with organic material to bring organics material up by 5% soil content. This model is currently in practice by the Denver Water Service Area.**

**17.Can we partner with other communities?**

We have explored this regionally and currently, there is no definitive commitment or expression of interest from other communities to collaborate on this effort.

**18.Boulder uses one canister for green and food waste and provides curbside pickup. How is it managed?**

City of Boulder has an ordinance that requires trash haulers to offer curbside collection for food composting. Trash collection is provided by several third-party contractors and rates vary depending on the company. Rates can start at \$35/month. Composting is also managed by a third party.

**19.How will residents be expected to transfer materials to the drop off site?**

The County could provide biodegradable bags with a container, similar to the kitchen countertop bin provided with the back yard composting kit. A provision for small container – kitchen container was not included; however, this can be something the County could provide or this provides a great re-use opportunity for any plastic container, such as ice cream.

**20. There is concern about the environmental impacts for windrow composting as identified in the final report.**

Windrow composting was determined to have the greatest environmental impact because of the potential for odors that emanate from decomposing food or biosolids. However, with proper management of the compost, odors can be avoided. The preferred site is Bayo Canyon since it is a remote area and collocated near the existing biosolid composting operation.

**21. Is composting effective year-round or is it seasonal?**

Compost can be accomplished year-round. In the middle of winter compost piles will achieve 135 degrees temperatures and will increase 10-20 degree Fahrenheit when the piles are turned. It may slow down during the winter due to ambient temperature, but this can be done year round in our community.

**22. Who runs the current biosolid compost operation?**

Department of Public Utilities

**23. Are there grant opportunities?**

Yes. Environmental Protection Agency, New Mexico Environment Department, and New Mexico Clean and Beautiful have grant opportunities that prioritize organics composting programs. The next state grant programs are available in spring 2023. There was a federal grant opportunity that was due July 28, 2022. Staff will continue to monitor potential grant opportunities.

# Environmental Services Fees Discussion

Angelica Gurule  
Environmental Services Manager  
August 9, 2022

# Environmental Services Overview

 Los Alamos Transfer Station – Open 7 days per week (excluding County holidays)

 Closed Landfill – NMED requires 30 years post closure care for the landfill

 Residential Collection Services ~7,250 households per week

 Commercial Collection Services ~460 trash dumpster services per week

 Overlook Convenience Center – Open 5 days per week

 Lemon Lot Recycle Center – Open 24/7

 18.22 Full Time Employees

 Environmental Sustainability Board & Zero Waste Team

 Enterprise Fund – Rates cover service (operate independently from general fund)

# Challenges

- Increasing operational expenses
  - Hauling and tipping fees
  - Equipment maintenance, repair and replacement
  - Labor
- Fees are not covering the cost to provide service
- Depleting ending working capital and using environmental gross receipts tax (EGRT) to subsidize services

# Environmental Services FY21 Operating Expenses Summary

FY21 Summary			
<b>OPERATING EXPENSES</b>	<b>Cost</b>	<b>Revenue</b>	<b>Gain/Loss</b>
Residential	\$2,350,842	\$2,313,083	(\$37,758)
Roll Off	\$42,265	\$69,518	\$27,253
Dumpsters	\$684,621	\$658,640	(\$25,982)
Transfer Station	\$1,091,072	\$639,757	(\$451,316)
Interest	\$0	\$87,997	\$87,997
<b>Total</b>	<b>\$4,168,800</b>	<b>\$3,768,995</b>	<b>(\$399,805)</b>

\*Does not include loan or landfill expenses as they are covered by EGRT as opposed to rates.

\*Loan and Landfill annual expense is ~ \$397K



# Projected Revenues and Expenses

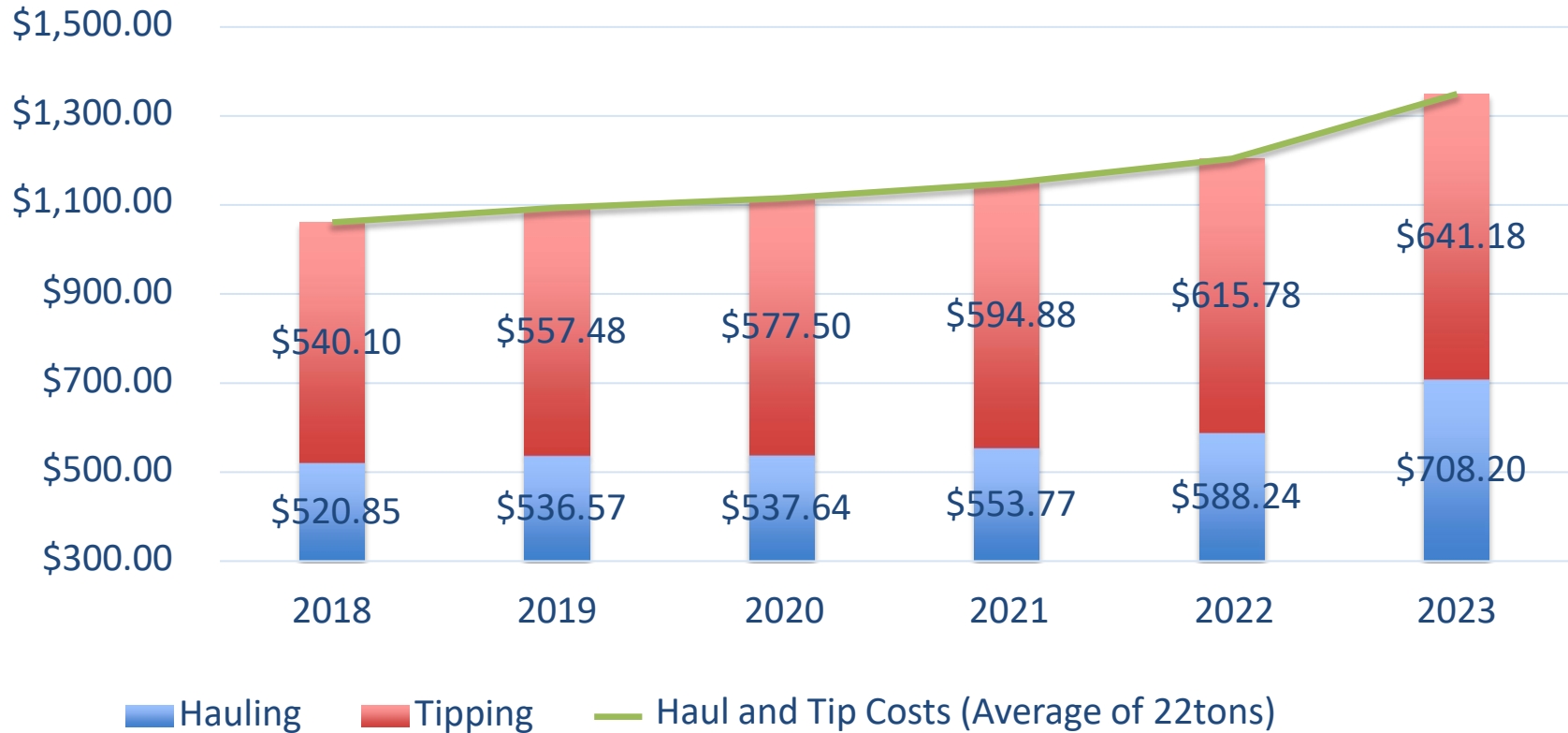
	FY2021 Actual	FY2022 Projected	FY2023 Projected	FY2024 Projected	FY2025 Projected	FY2026 Projected	FY2027 Projected	FY2028 Projected	FY2029 Projected	FY2030 Projected	FY2031 Projected
<b>Beginning working capital</b>	\$1,221,157	\$1,629,146	\$1,937,679	\$2,289,100	\$2,377,957	\$2,309,978	\$1,857,848	\$1,378,813	\$602,537	(\$379,018)	(\$1,574,338)
<b>Revenues</b>											
Gross receipts tax - special purpose	\$1,146,427	\$1,283,000	\$1,283,000	\$1,283,000	\$1,283,000	\$1,283,000	\$1,283,000	\$1,283,000	\$1,283,000	\$1,283,000	\$1,283,000
Residential	\$2,313,083	\$2,231,724	\$2,244,000	\$2,244,000	\$2,244,000	\$2,244,000	\$2,244,000	\$2,244,000	\$2,244,000	\$2,244,000	\$2,244,000
Commercial Dumpster	\$658,640	\$636,661	\$650,000	\$650,000	\$650,000	\$650,000	\$650,000	\$650,000	\$650,000	\$650,000	\$650,000
Roll Off	\$69,518	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
Transfer station service	\$639,707	\$634,196	\$660,500	\$660,500	\$660,500	\$660,500	\$660,500	\$660,500	\$660,500	\$660,500	\$660,500
Interest Income	\$87,997	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000
<b>Total Revenue</b>	<b>\$4,915,372</b>	<b>\$4,874,581</b>	<b>\$4,926,500</b>	<b>\$4,926,500</b>	<b>\$4,926,500</b>	<b>\$4,926,500</b>	<b>\$4,926,500</b>	<b>\$4,926,500</b>	<b>\$4,926,500</b>	<b>\$4,926,500</b>	<b>\$4,926,500</b>
Transfers From Other Funds	\$50,000	\$2,400,000									
State Grants	\$12,300	\$32,123									
Other Judgments/Settlements		\$210,078									
<b>Expenses by Program</b>											
Residential	\$2,350,842	\$2,119,214	\$2,254,918	\$2,417,534	\$2,517,257	\$2,621,094	\$2,729,214	\$2,841,794	\$2,959,018	\$3,081,077	\$3,208,172
Commercial dumpster	\$684,621	\$663,272	\$700,570	\$751,438	\$782,435	\$814,711	\$848,317	\$883,310	\$919,747	\$957,687	\$997,191
Roll Off	\$42,265	\$68,803	\$71,641	\$74,596	\$77,673	\$80,877	\$84,214	\$87,687	\$91,305	\$95,071	\$98,993
Transfer Station	\$812,759	\$830,078	\$870,379	\$915,430	\$953,000	\$992,000	\$1,033,000	\$1,076,000	\$1,120,000	\$1,166,000	\$1,214,000
Landfill Closure	\$45,753	\$68,873	\$72,000	\$75,000	\$78,000	\$81,000	\$84,000	\$87,000	\$91,000	\$95,000	\$99,000
Other One Time Expenses (From GRT)	\$278,313	\$2,426,379	\$278,587	\$276,660	\$259,129	\$461,963	\$299,805	\$400,000	\$400,000	\$400,000	\$418,058
Debt Services	\$326,985	\$326,985	\$326,985	\$326,985	\$326,985	\$326,985	\$326,985	\$326,985	\$326,985	\$326,985	\$326,985
<b>Total Expenses</b>	<b>\$4,541,538</b>	<b>\$6,503,604</b>	<b>\$4,575,080</b>	<b>\$4,837,643</b>	<b>\$4,994,479</b>	<b>\$5,378,630</b>	<b>\$5,405,535</b>	<b>\$5,702,777</b>	<b>\$5,908,054</b>	<b>\$6,121,820</b>	<b>\$6,362,398</b>
FY Gain/(Loss)	\$436,134	\$770,977	\$351,420	\$88,857	(\$67,979)	(\$452,130)	(\$479,035)	(\$776,277)	(\$981,554)	(\$1,195,320)	(\$1,435,898)
Non Budgeted Items	(\$28,145)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfer to Other Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Ending Working Capital</b>	<b>\$1,629,146</b>	<b>\$2,642,324</b>	<b>\$2,289,100</b>	<b>\$2,377,957</b>	<b>\$2,309,978</b>	<b>\$1,857,848</b>	<b>\$1,378,813</b>	<b>\$602,537</b>	<b>(\$379,018)</b>	<b>(\$1,574,338)</b>	<b>(\$3,010,236)</b>

\*Ending Working Capital should maintain 90 days of operating costs or \$1.25M

## Revenue and Expenses All Services

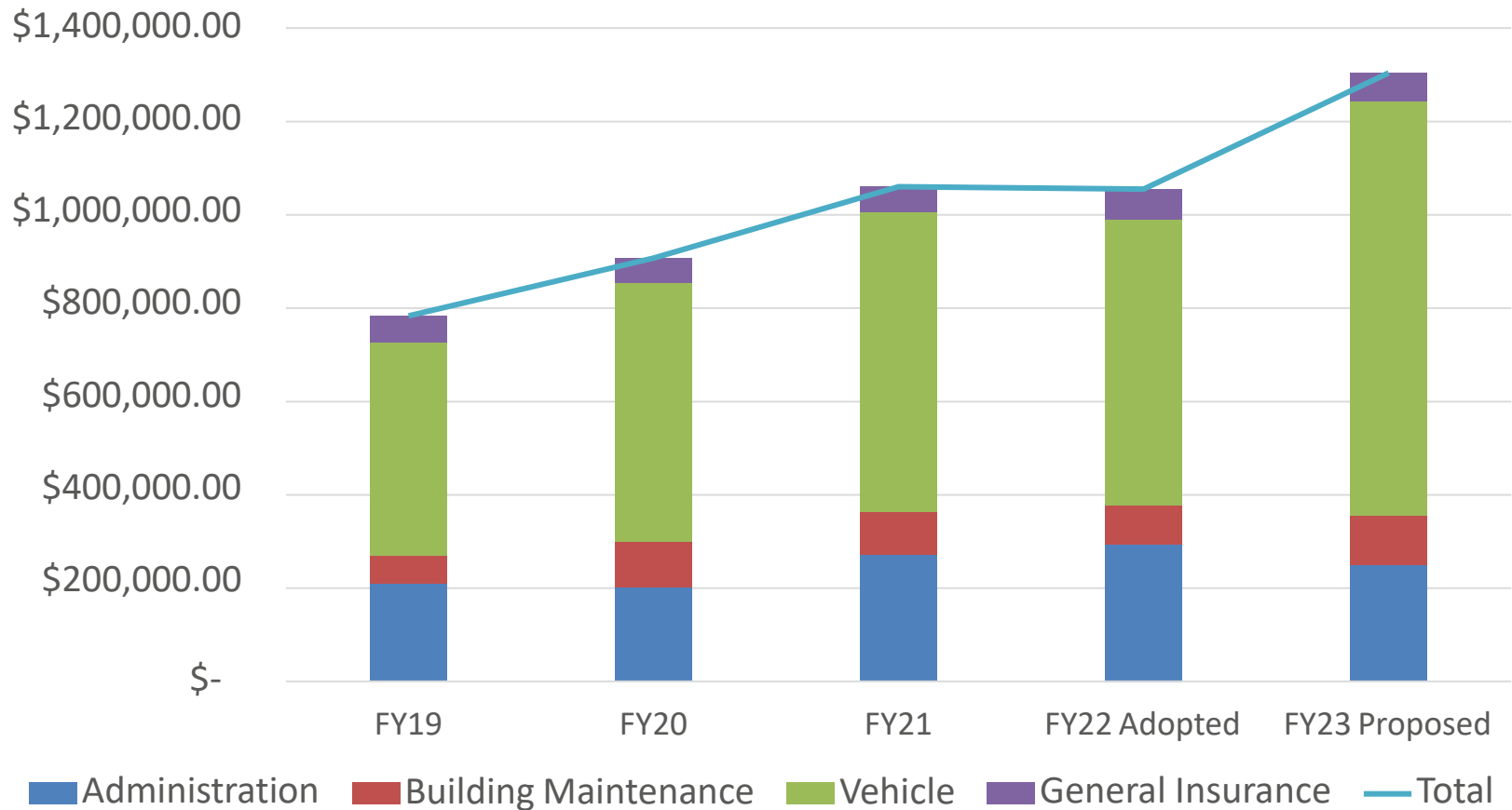


# Haul and Tipping Costs Increase Average 3% per Year



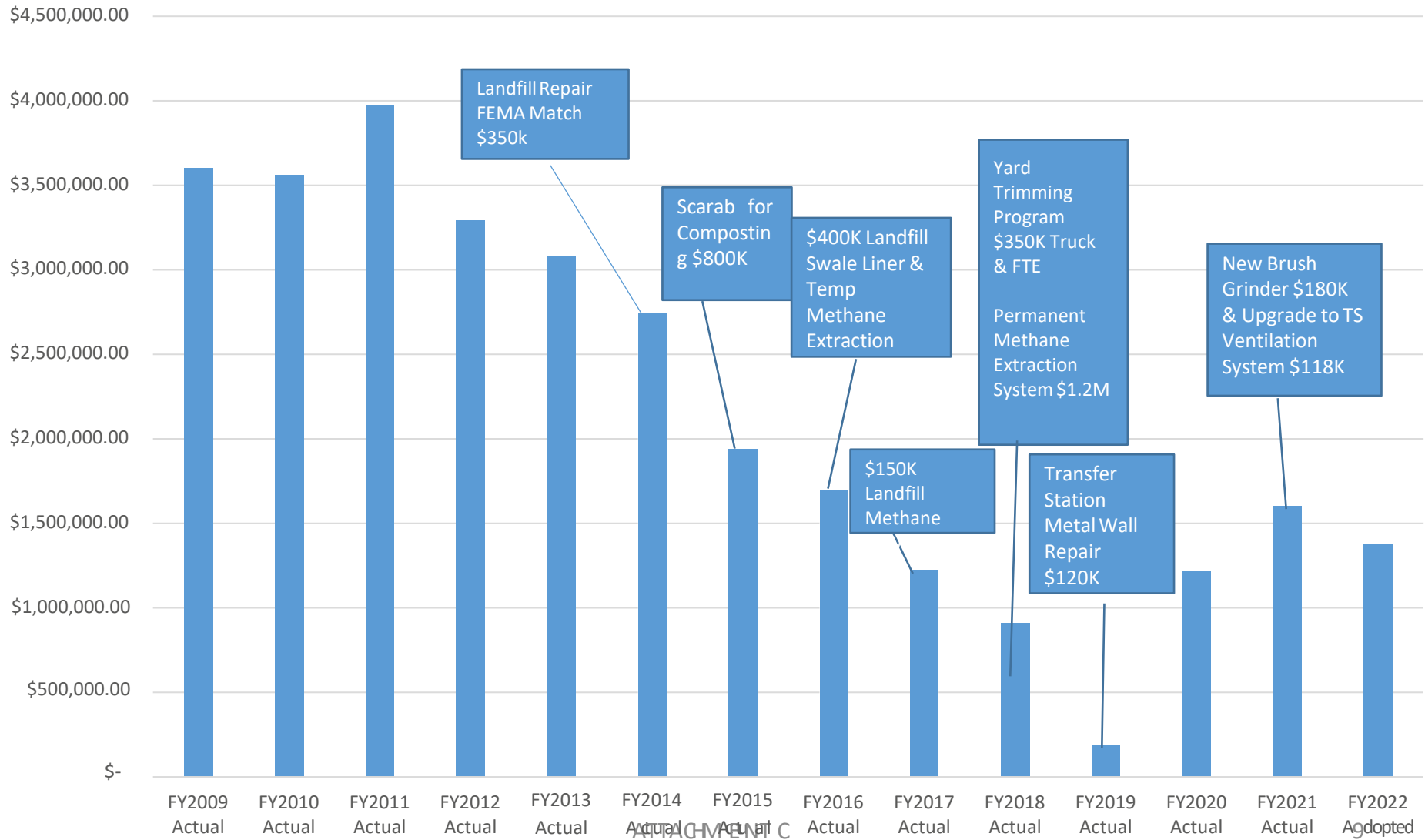
- FY22 to FY23 increase of 12%
- Current tip fee is \$26.74 haul fee is \$29.50 per ton = \$56.24/ton.
- Due to increasing fuel costs MCT has requested a fuel surcharge which will increase the current rate from \$27.99 to \$29.50 per ton. (9.4% increase)

# Indirect Cost Increase Average 12% Per Year



\*Indirect costs make up ~25% of total budget

# History of Ending Work Capital

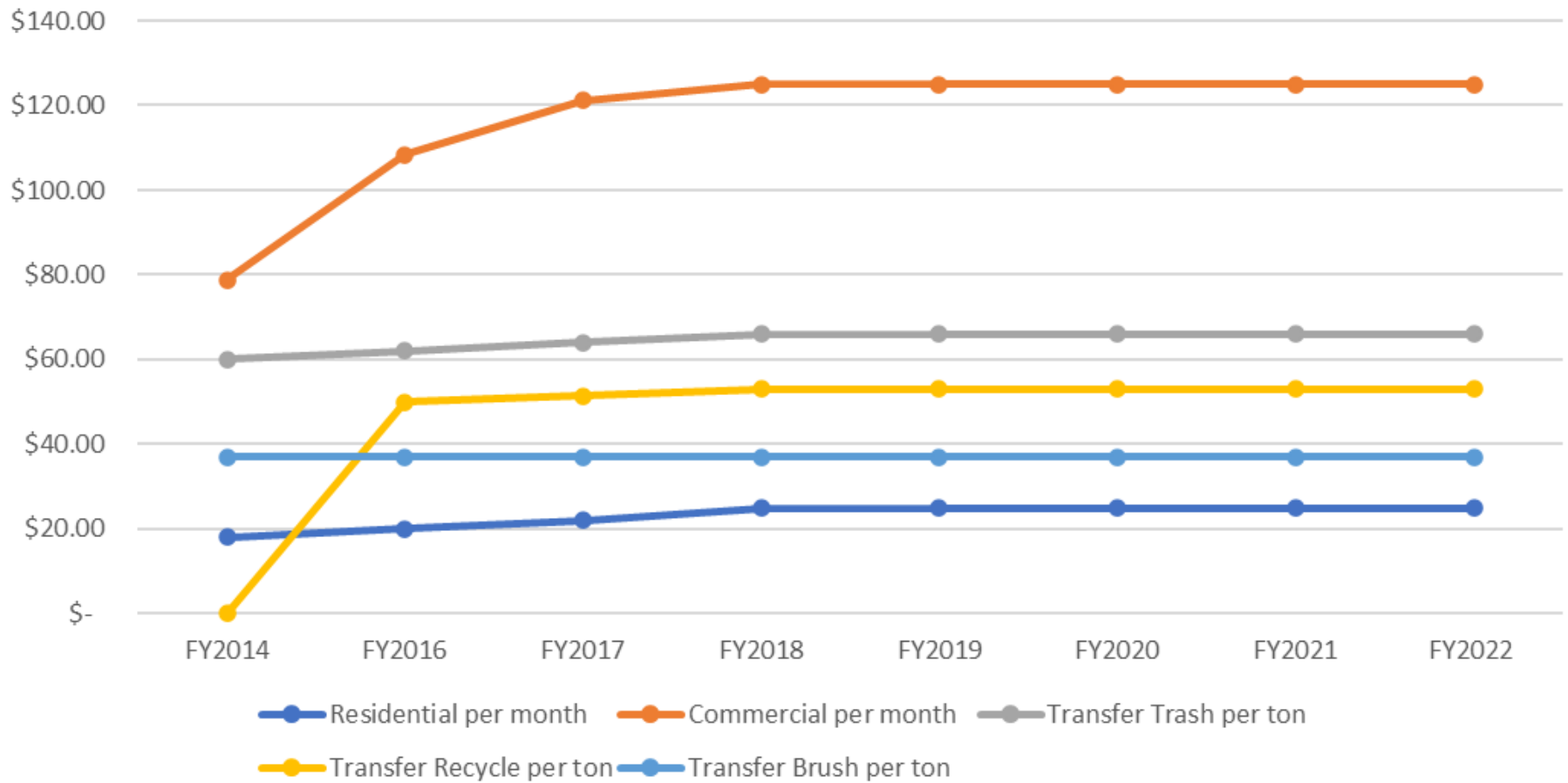


ATTACHMENT C

# History of Rate Changes

	FY2014	FY2016	FY2017	FY18 - Last Rate Increase
Residential per month	\$ 18.15	\$ 20.00	\$ 22.00	\$ 25.00
Commercial per month	\$ 78.81	\$ 108.36	\$ 121.22	\$ 125.00
Transfer Trash & Construction and Demolition per ton	\$ 60.00	\$ 62.00	\$ 64.00	\$ 66.00
Transfer Recycle per ton	0.00	\$ 50.00	\$ 51.50	\$ 53.00
Transfer Dirt per ton	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
Transfer Cardboard per ton	\$ -	\$ 50.00	\$ 51.50	\$ 53.00

## Rate Increase History

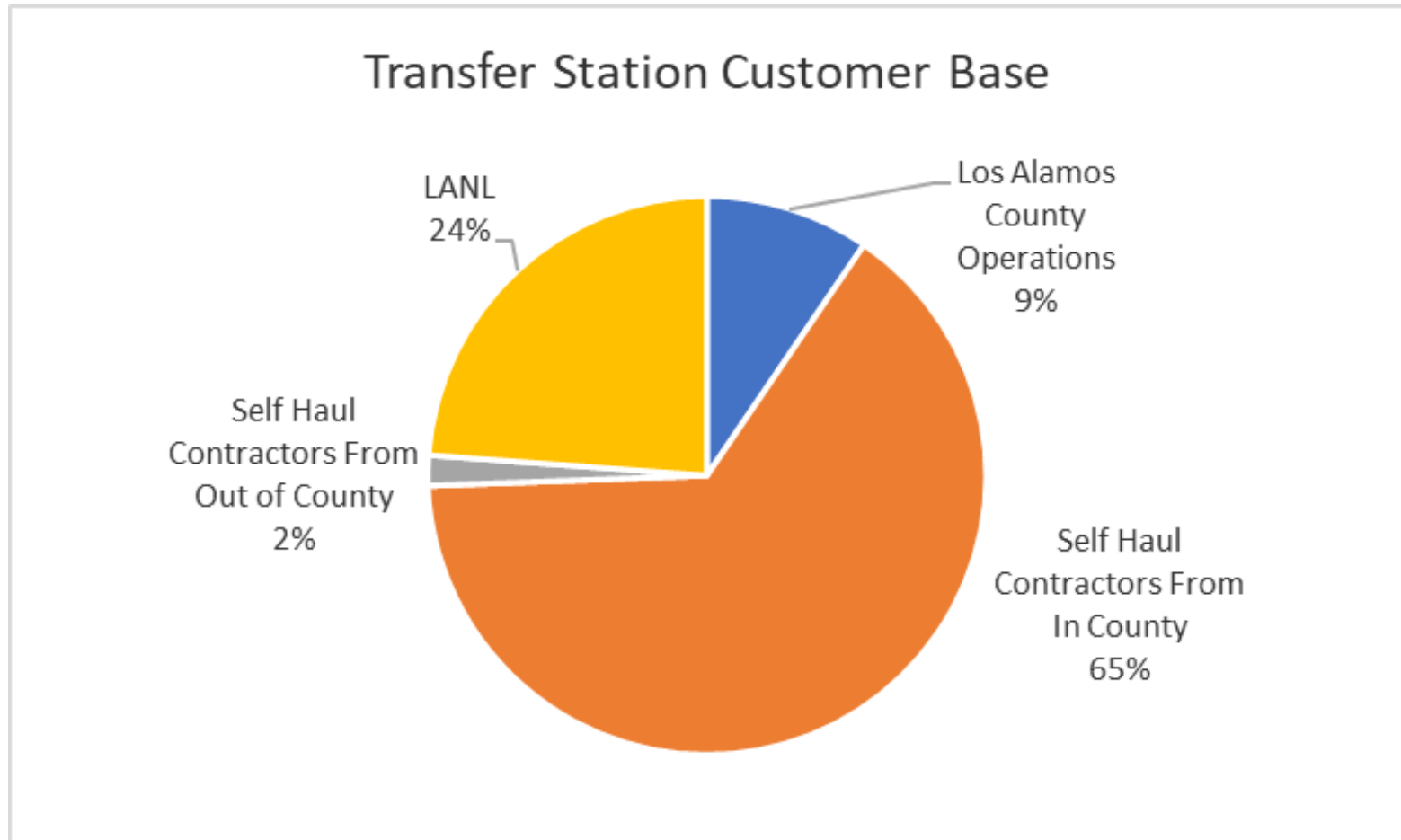




# Transfer Station Services



# Customer Base for Transfer Station



# Transfer Station - Current

	FY 22 Projected		FY23 Projected		FY24 Projected		FY25 Projected		FY26 Projected		FY27 Projected	
	FY22 Rate	Revenue	FY23 Rate	Revenue	FY24 Rate	Revenue	FY25 Rate	Revenue	FY26 Rate	Revenue	FY27 Rate	Revenue
Asphalt & Concrete	\$5.00	\$71,956.10	\$5.00	\$0.00	\$5.00	\$71,956.10	\$5.00	\$71,956.10	\$5.00	\$71,956.10	\$5.00	\$71,956.10
Concrete with Rebar	\$5.00	\$17,989.00	\$5.00	\$0.00	\$5.00	\$17,989.00	\$5.00	\$17,989.00	\$5.00	\$17,989.00	\$5.00	\$17,989.00
Dirt	\$5.00	\$1,007.70	\$5.00	\$1,007.70	\$5.00	\$1,007.70	\$5.00	\$1,007.70	\$5.00	\$1,007.70	\$5.00	\$1,007.70
Brush/Pallets	\$37.00	\$42,942.04	\$37.00	\$42,943.68	\$37.00	\$42,943.68	\$37.00	\$42,943.68	\$37.00	\$42,943.68	\$37.00	\$42,943.68
Trash, Construction & Demolition	\$66.00	\$412,765.98	\$66.00	\$427,780.32	\$66.00	\$412,766.78	\$66.00	\$412,766.78	\$66.00	\$412,766.78	\$66.00	\$412,766.78
Cardboard	\$53.00	\$11,175.05	\$53.00	\$11,175.05	\$53.00	\$11,175.05	\$53.00	\$11,175.05	\$53.00	\$11,175.05	\$53.00	\$11,175.05
Mixed Recycle	\$53.00	\$16,967.95	\$53.00	\$16,968.48	\$53.00	\$16,968.48	\$53.00	\$16,968.48	\$53.00	\$16,968.48	\$53.00	\$16,968.48
Other		\$ 102,824.04		\$ 102,824.04		\$102,824.04		\$102,824.04		\$102,824.04		\$102,824.04
Revenue		\$677,627.86		\$602,699.27		\$677,630.83		\$677,630.83		\$677,630.83		\$677,630.83
Expense		\$830,077.60		\$870,378.63		\$915,430.00		\$953,000.00		\$992,000.00		\$1,033,000.00
Gain/(Loss)		(\$152,449.74)		(\$267,679.36)		(\$237,799.17)		(\$275,369.17)		(\$314,369.17)		(\$355,369.17)

- Revenues are based on tonnage by material type
  - Operational expenses remain regardless of amount of material received
  - Transfer Station is the most variable and unpredictable program area
  - Market fluctuations
  - Seasonal fluctuations

# Transfer Station -Proposed Rate Increase

	FY22 Rate	FY 22 Projected Revenue	FY23 Rate	FY23 Projected Revenue	FY24 Rate	FY24 Projected Revenue	FY25 Rate	FY25 Projected Revenue	FY26 Rate	FY26 Projected Revenue	FY27 Rate	FY27 Projected Revenue
Asphalt & Concrete	\$5.00	\$ 71,956	\$10.00	\$0	\$10.00	\$71,956	\$10.30	\$74,115	\$10.61	\$76,338	\$10.93	\$78,628
Concrete with Rebar	\$5.00	\$ 17,989	\$20.00	\$0	\$20.00	\$35,978	\$20.60	\$37,057	\$21.22	\$38,169	\$21.85	\$39,314
Dirt	\$5.00	\$ 1,007	\$73.92	\$14,887	\$82.79	\$16,674	\$92.73	\$18,675	\$95.51	\$19,235	\$98.37	\$19,812
Brush/Pallets	\$37.00	\$ 42,943	\$37.00	\$42,943	\$38.11	\$44,231	\$39.25	\$45,558	\$40.43	\$46,925	\$41.64	\$48,333
Trash, Construction & Demolition	\$66.00	\$ 412,766	\$73.92	\$462,298	\$82.79	\$517,774	\$92.73	\$579,906	\$95.51	\$597,304	\$98.37	\$615,223
Cardboard	\$53.00	\$ 11,175	\$69.28	\$14,608	\$71.36	\$15,046	\$73.50	\$15,497	\$75.70	\$15,962	\$77.98	\$16,441
Mixed Recycle	\$53.00	\$ 16,968	\$128.34	\$41,088	\$132.19	\$42,321	\$136.16	\$43,590	\$140.24	\$44,898	\$144.45	\$46,245
Other		\$ 59,392		\$168,677		\$144,010		\$132,021		\$147,660		\$163,188
Revenue		\$ 634,196		\$744,501		\$887,989		\$946,420		\$986,491		\$1,027,184
Expense		\$ 830,078		\$870,379		\$915,430		\$953,000		\$992,000		\$1,033,000
Gain/(Loss)		\$ (195,882)		(\$125,878)		(\$27,441)		(\$6,580)		(\$5,509)		(\$5,816)

- FY23-FY25 – 12% increase for trash and construction & demolition, then 3% increase FY26-FY27
- FY23 increase rate to cover cost of service on all other materials (recycle, cardboard, dirt)
- Assumes 100% reduction in concrete and asphalt for FY23 resuming to 50% of current quantity in FY24



## Residential Services

# Residential Fees (Currently \$25/Month)

	FY23	FY24	FY25	FY26	FY27
Monthly Cost To Serve	\$25.64	\$27.21	\$28.03	\$28.87	\$29.74
Bear Cart Replacement  (10% Carts replaced per year)	\$1.49	\$1.53	\$1.58	\$1.63	\$1.68
Food Composting	\$0.75	\$0.80	\$0.85	\$0.89	\$0.95
Proposed Monthly Rate	\$27.88	\$29.54	\$30.46	\$31.39	\$32.37

Residential Rate Increase History & Proposed Rate									
Service	FY15	FY16	FY17	FY18	FY23	FY24	FY25	FY26	FY27
Trash, Recycle Quarterly, HHW	\$18.15	\$20.00	\$22.00	\$25.00	\$27.88	\$29.54	\$30.46	\$31.39	\$32.37
Percent Increase		10%	10%	13.6%	11.5%	6%	3%	3%	3%



# Commercial Dumpster Services

# Commercial Dumpster Fees (Currently \$125/Month)

	FY23	FY24	FY25	FY26	FY27
Cost To Serve	\$125.56	\$133.31	\$137.31	\$141.43	\$145.67
Bear Dumpster Replacement	\$2.72	\$2.80	\$2.89	\$2.97	\$3.06
Food Composting	\$3.75	\$3.98	\$4.22	\$4.47	\$4.74
Proposed Rate	\$132.03	\$140.09	\$144.20	\$148.87	\$153.47

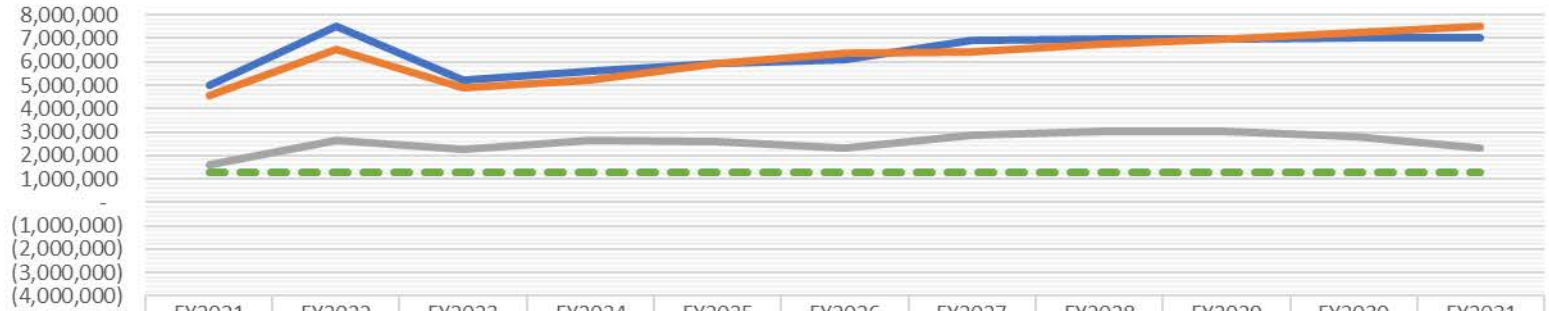


Commercial Rate Increase History & Proposed Rate									
Service	FY15	FY16	FY17	FY18	FY23	FY24	FY25	FY26	FY27
Trash, Recycle Quarterly, HHW	\$78.81	\$108.36	\$121.22	\$125.00	\$132.03	\$140.09	\$144.20	\$148.87	\$153.47
Percent Increase		37.5%	11.9%	3.1%	5.6%	6%	3%	3%	3%

# ES Revenue and Expenses with Proposed Rate Increase

	FY2021 Actual	FY2022 Projected	FY2023 Projected	FY2024 Projected	FY2025 Projected	FY2026 Projected	FY2027 Projected	FY2028 Projected	FY2029 Projected	FY2030 Projected	FY2031 Projected
<b>Beginning working capital</b>	\$1,221,157	\$1,629,146	\$1,937,679	\$2,261,145	\$2,620,216	\$2,592,045	\$2,339,915	\$2,841,970	\$3,042,308	\$3,032,104	\$2,802,041
<b>Revenues</b>											
Gross receipts tax - special purpose	\$1,146,427	\$1,283,000	\$1,308,660	\$1,334,833	\$1,361,530	\$1,388,760	\$1,416,536	\$1,444,866	\$1,473,764	\$1,503,239	\$1,533,304
Residential	\$2,313,083	\$2,231,724	\$2,361,077	\$2,501,509	\$2,576,555	\$2,653,851	\$3,354,720	\$3,354,720	\$3,354,720	\$3,354,720	\$3,354,720
Commercial Dumpster	\$658,640	\$636,661	\$715,558	\$762,257	\$939,062	\$977,758	\$1,018,109	\$1,018,109	\$1,018,109	\$1,018,109	\$1,018,109
Roll Off	\$69,518	\$60,000	\$62,475	\$65,052	\$67,735	\$70,530	\$73,439	\$73,439	\$73,439	\$73,439	\$73,439
Transfer station service	\$639,707	\$634,196	\$744,501	\$887,989	\$946,420	\$986,491	\$1,027,184	\$1,027,184	\$1,027,184	\$1,027,184	\$1,027,184
Interest Income	\$87,997	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000
<b>Total Revenue</b>	<b>\$4,915,372</b>	<b>\$4,874,581</b>	<b>\$5,221,271</b>	<b>\$5,580,640</b>	<b>\$5,920,302</b>	<b>\$6,106,390</b>	<b>\$6,918,988</b>	<b>\$6,947,318</b>	<b>\$6,976,216</b>	<b>\$7,005,691</b>	<b>\$7,035,756</b>
Transfers From Other Funds	\$50,000	\$2,400,000									
State Grants	\$12,300	\$32,123									
Other Judgments/Settlements		\$210,078									
<b>Expenses by Program</b>											
Residential	\$2,350,842	\$2,119,214	\$2,384,918	\$2,552,896	\$3,094,210	\$3,221,846	\$3,354,747	\$3,493,130	\$3,637,222	\$3,787,257	\$3,943,481
Commercial dumpster	\$684,621	\$663,272	\$715,570	\$762,257	\$939,036	\$977,771	\$1,018,104	\$1,060,101	\$1,103,830	\$1,149,363	\$1,196,774
Roll Off	\$42,265	\$68,803	\$71,641	\$74,596	\$77,673	\$80,877	\$84,214	\$87,687	\$91,305	\$95,071	\$98,993
Transfer Station	\$812,759	\$830,078	\$870,379	\$915,430	\$953,000	\$992,000	\$1,033,000	\$1,076,000	\$1,120,000	\$1,166,000	\$1,214,000
Landfill Closure	\$45,753	\$68,873	\$72,000	\$75,000	\$78,000	\$81,000	\$84,000	\$87,000	\$91,000	\$95,000	\$99,000
Other One Time Expenses (From GRT)	\$278,313	\$2,426,379	\$240,235	\$298,327	\$263,492	\$461,963	\$299,805	\$400,000	\$400,000	\$400,000	\$418,058
Debt Services	\$326,985	\$326,985	\$543,063	\$543,063	\$543,063	\$543,063	\$543,063	\$543,063	\$543,063	\$543,063	\$543,063
<b>Total Expenses</b>	<b>\$4,541,538</b>	<b>\$6,503,604</b>	<b>\$4,897,806</b>	<b>\$5,221,569</b>	<b>\$5,948,474</b>	<b>\$6,358,520</b>	<b>\$6,416,932</b>	<b>\$6,746,981</b>	<b>\$6,986,419</b>	<b>\$7,235,754</b>	<b>\$7,513,369</b>
FY Gain/(Loss)	\$436,134	\$770,977	\$323,465	\$359,071	(\$28,171)	(\$252,130)	\$502,055	\$200,337	(\$10,203)	(\$230,063)	(\$477,613)
Non Budgeted Items	(\$28,145)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfer to Other Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Ending Working Capital</b>	<b>\$1,629,146</b>	<b>\$2,642,324</b>	<b>\$2,261,145</b>	<b>\$2,620,216</b>	<b>\$2,592,045</b>	<b>\$2,339,915</b>	<b>\$2,841,970</b>	<b>\$3,042,308</b>	<b>\$3,032,104</b>	<b>\$2,802,041</b>	<b>\$2,324,428</b>

## Revenue and Expenses All Services with Proposed Fees



	FY2021 Actual	FY2022 Projected	FY2023 Projected	FY2024 Projected	FY2025 Projected	FY2026 Projected	FY2027 Projected	FY2028 Projected	FY2029 Projected	FY2030 Projected	FY2031 Projected
Revenue	4,977,672	7,516,782	5,221,271	5,580,640	5,920,302	6,106,390	6,918,988	6,947,318	6,976,216	7,005,691	7,035,756
Expenses	4,541,538	6,503,604	4,897,806	5,221,569	5,948,474	6,358,520	6,416,932	6,746,981	6,986,419	7,235,754	7,513,369
Ending Working Capital	1,629,146	2,642,324	2,261,145	2,620,216	2,592,045	2,339,915	2,841,970	3,042,308	3,032,104	2,802,041	2,324,428
Recommended EWC	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000

# Staff Recommendations

- Maintain ending working capital balance and cover costs including new services such as bear carts and food composting
- Adopt rate increases for next 5 years to avoid yearly adjustments

# Fee Adjustment Process

1. Formulate Fees
2. Work with Environmental Sustainability Board to gather public input and provide recommendation to Council.
3. Introduce ordinance and conduct public hearing at County Council Meeting
4. If rates are adopted, the ordinance becomes effective 30 days following approval



# County of Los Alamos

## Staff Report

August 09, 2022

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** B.

**Index (Council Goals):**

**Presenters:** Monther Jubran, Budget and Performance Manager and Steven Lynne, County Manager

**Legislative File:** 16070-22

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### **Title**

Consideration and Possible Approval of the FY2024 Through FY2028 State Infrastructure and Capital Improvement Plan (ICIP) Submission

### **Recommended Action**

**I move that Council approve the submission to the State of the ICIP as attached.**

### **County Manager's Recommendation**

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

### **Body**

The County is required to prepare and submit an Infrastructure and Capital Improvement Plan (ICIP) to the State by September 17, 2021. Generally, a project must appear on this list if the County expects to have any State funding considered for that project. Listing a project in the ICIP does not guarantee funding from the State, nor does this document constitute an application for funding. With limits in State revenues, very little consideration will be given to projects beyond the top five listed. Most legislative grants are expected to be in small amounts.

Several things must be noted about the rankings in the state's ICIP. First, the State's ICIP is a five-year plan. The top five projects for next year were chosen based on Council goals, discussions with County staff, necessity of the project, importance of the project based on previous discussions with Council and the Public, and potential for funding from the state. The ICIP includes all Utility Capital Projects and all General County Capital Projects. Studies are not listed. Excluding the top five projects, all other projects are in no particular ranking. The ICIP Ranking list is shown in Attachment A. A complete listing of all projects contained in the ICIP along with short overview of each project will be distributed prior to the County Council meeting on August 9, 2022.

### **Alternatives**

Council could choose not to approve the submission, which could limit the County's ability to receive State funding. Council could also choose a different top five projects or change the order of the ranking of the top five.

### **Fiscal and Staff Impact/Planned Item**

The submission of the ICIP to the State enables the County to request project funding from the State and may reduce the amount of local funds required for the projects.

### **Attachments**

A - FY2024 Through FY2028 ICIP Ranking List

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B - ICIP Presentation

Infrastructure Capital Improvement Planning (ICIP) Ranking List FY2024-FY2028

New Rank	PROJECT TITLE	Department	Funded To Date	2024	2025	2026	2027	2028	Total Project Unfunded Cost
2024-01	Historic WAC Building Restoration	PW	955,000	3,650,000					3,650,000
2024-02	DP Road Comercial Development Infrastructure & Road Construction	CDD/PW	5,300,000	2,500,000					2,500,000
2024-03	Jemez Mountain Regional Fire Protection (New Water Tank and Underground Electric).	Fire & DPU	1,305,600	9,000,000					9,000,000
2024-04	Aspen School Area Waterline, Sewer line & Road Improvements	PW & DPU		1,099,500	-	-	1,178,000		2,277,500
2024-05	White Rock Non Potable Water System Expansion and Trail Improvements (Chamisa School NP	DPU	2,650,000	1,800,000	1,200,000	1,500,000	720,000	1,200,000	6,420,000
2024-06	Social Service Colocation Facilities	CSD	500,000	4,500,000					4,500,000
2024-07	North Mesa Workforce Housing Infrastructure (LAC/Schools)	CDD	1,700,000	3,000,000					3,000,000
2024-08	Carbon Free Power Project	DPU	1,200,000	1,000,000					1,000,000
2024-09	NMSR4 Water Production Pipeline Replacement	DPU	527,000	6,000,000					6,000,000
2024-10	Broadband - Middle Mile and Backbone	IM	2,000,000	10,000,000					10,000,000
2024-11	Los Alamos County Community Recreation Space (North Mesa Gym)	PW	350,000	9,000,000					9,000,000
2024-12	Transit Center	PW	500,000	5,000,000					5,000,000
2024-13	Tween Center Design and Construction	PW	4,900,000	-					-
2024-14	White Rock Community Recreation Space Development (LAC/Schools)	PW	7,100,000						-
2024-15	Finch Street Infrastructure - Econ Dev Infrastructure Projects	CDD	1,500,000						-
2024-16	Bayo Canyon Lift Station Elimination Project	DPU	-	1,500,000					1,500,000
2024-17	County network fiber Infrastructure	IM	400,000	250,000	250,000	250,000			750,000
2024-18	Broadband - Community	IM	500,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	25,000,000
2024-19	Wildlife Resistant Containers	PW	2,440,590	300,000	300,000	300,000	300,000	300,000	1,500,000
2024-20	Bypass Road by Research Park	PW	1,000,000	5,000,000	5,000,000				10,000,000
2024-21	Social Services Colocation Facilities	CSD	10,000	1,000,000					1,000,000
2024-22	Paving the Main gate park	PW	-	25,000					25,000
2024-23	Park and Ride Stop on Trinity	PW	-	200,000					200,000
2024-24	Replace Automated Weather Observing System (AWOS)	PW	-	300,000					300,000
2024-25	Bike Share Program	PW & CSD	-	100,000					100,000
2024-26	Airport Access, Parking Lots, Hangars (West)	PW		1,070,000					1,070,000
2024-27	Overhead Distribution & Pole Replacement	DPU	300,000	525,000	375,000	450,000	450,000	750,000	2,550,000
2024-28	Trail Waypoint & Kiosk Signage on Trails	CSD	35,000						-
2024-29	Major Network Replacement	IM	300,000	250,000	250,000	250,000	250,000		1,000,000
2024-30	20th to 15th Street Road Extension	PW	-	1,500,000					1,500,000
2024-31	Tourism Wayfinding Signage	PW	450,000	325,000					325,000
2024-32	White Rock Visitors Center Restrooms/Truck Pads	PW	50,000	700,000					700,000
2024-33	Electric Underground cable (URD) Replacement (cables, jboxes, pedestal)	DPU	350,000	2,400,000	1,800,000	2,250,000	1,800,000	1,500,000	9,750,000
2024-34	Public Safety Radio System	PW/Emergency Serv.	74,000	2,000,000					2,000,000
2024-35	ADA Transition Plan	PW	65,000	50,000					50,000
2024-36	Metropolitan Redevelopment Area Plan for White Rock	CDD	50,000						-
2024-37	Storm Water Management	PW	-	500,000	500,000				1,000,000
2024-38	Recreation trail restoration	CSD	-	500,000					500,000
2024-39	Transit Fleet Expansion to support Bandelier Shuttle Service	PW	-	650,000					650,000
2024-40	Betty Ehart Senior Center Facilities Improvements	PW & CSD	140,000	1,450,000					1,450,000
2024-41	Overlook Park Ballfield Lights	CSD	-	900,000					900,000
2024-42	Fire Station Facilities Maintenance	PW	-	660,000					660,000
2024-43	Compost Facility Expansion	DPU	495,000	743,000					743,000
2024-44	Ice Rink Cooling System	PW	-	2,500,000					2,500,000
2024-45	Softball and Multi-Use Fields	CSD	-	500,000					500,000
2024-46	Downtown Structured Parking Econ Dev	PW	-	10,000,000					10,000,000



Infrastructure Capital Improvement Planning (ICIP) Ranking List FY2024-FY2028

New Rank	PROJECT TITLE	Department	Funded To Date	2024	2025	2026	2027	2028	Total Project Unfunded Cost
2024-47	LA Waste Water Treatment Plant (WWTP) Upgrades & Rehabilitation	DPU	-	450,000	-	-	-		450,000
2024-48	Event Center	PW	-	1,800,000					1,800,000
2024-49	Los Alamos Visitors Center	PW	-	2,000,000					2,000,000
2024-50	Construct Airport Maintenance Storage Building	PW	-	480,000					480,000
2024-51	Little Theater Fire Suppression	PW	50,000	1,200,000					1,200,000
2024-52	Arkansas Area Backyard Sewer Mains & Services R&R	DPU	-	269,000					269,000
2024-53	Canada del Buey Multiuse Trail Extension in White Rock	CDD/PW	-	1,000,000					1,000,000
2024-54	EA-4 Electric Power Line Replacement	DPU	300,000	450,000	7,500,000	-			7,950,000
2024-55	SCADA Pressure Sensing Stations	DPU		375,000					375,000
2024-56	Rose Street - replacement water and gas lines (Public Works Road Project)	DPU	-	769,172					769,172
2024-57	Kimberly Sewer Lift Station & Wet Well	DPU		185,000				278,000	463,000
2024-58	Central Avenue Water/Gas/Sewer Improvements (PW Road Project)	DPU		557,761					557,761
2024-59	Bathtub Row/Nectar/Peach - Water & Sewer (PW Road Project)	DPU		987,643					987,643
2024-60	NM4-E. Jemez Intersection improvement (SF County)	PW	1,000,000	4,000,000					4,000,000
2024-61	Manhattan Project Interpretive Features	CMO	200,000	100,000					100,000
2024-62	White Rock Town Center & Longview Drive Improvements	PW & DPU	-	2,500,000					2,500,000
2024-63	Central Ave Road Project (4th to 9th)	PW	-	2,500,000					2,500,000
2024-64	Mainstreet Street Lights and Streetscape (9th to 4th),	PW	-	100,000					100,000
2024-65	Community Building Major Facilities Maintenance	PW	-	530,000					530,000
2024-66	Overlook Park Maintenance Building	PW	-	350,000					350,000
2024-67	Security Cameras at Parks & Facilities	PW	-	200,000					200,000
2024-68	White Rock municipal facility Complex Roof Replacement	PW	-	450,000					450,000
2024-69	<i>Fire Station Replacement (4&amp;6)</i>	Fire & PW	-	7,500,000		7,500,000			15,000,000
2024-70	Waste Water Treatment Plant Road	PW	376,087						-
2024-71	Housing Infrastructure	CDD	4,000,000	3,000,000					3,000,000
2024-72	LA Downtown Revitalization & Parking	CDD	500,000	5,000,000	3,000,000				8,000,000
2024-73	MRA (WR Metropolitan Redevelopment Area)	CDD	1,000,000	4,000,000	3,000,000				7,000,000
2024-74	Deacon Street	CDD	2,189,000	2,000,000					2,000,000
2024-75	White Rock State RD. Highway 4 streetscape	CDD		2,000,000					2,000,000
2024-76	CSD Infrastructure - IMP & ADA	CSD	500,000						-
2024-77	El Vado Controls Upgrade	DPU		500,000					500,000
2024-78	El Vado New Diesel Tank for Generator	DPU		85,000					85,000
2024-79	Tank Piping Upgrade	DPU	100,000	450,000					450,000
2024-80	Abiquiu Extend Concrete Deck	DPU	-	60,000					60,000
2024-81	Repaint Barranca Mesa Tank 2	DPU		1,300,000					1,300,000
2024-82	MCC Upgrades / Replacement & Design (DWSRL)	DPU		2,727,000					2,727,000
2024-83	TA-50 Water Transmission Line Replacement (LANL Funded)	DPU		1,210,485					1,210,485
2024-84	SCADA Transition Project	DPU		1,500,000					1,500,000
2024-85	LA Canyon Restoration	DPU		300,000	500,000				800,000
2024-86	Ridge Park Sewer Lift Station Elimination	DPU		300,000					300,000
2024-87	White Rock URD Replacement	DPU		3,000,000	1,200,000	1,800,000	1,800,000	1,800,000	9,600,000
2024-88	Rose Street - Central to Peach	PW	1,800,000	-					-
2024-89	Loma Linda Road Improvements Project	PW	2,400,000	-					-
2024-90	Paint Guaje Booster Staton Tanks	DPU		2,800,000					2,800,000
2024-91	Rim/Quartz/Pine/6th St Electric Replacement	DPU		225,000					225,000
2024-92	Golf Course Improvements	PW/CSD	2,500,000						-

Infrastructure Capital Improvement Planning (ICIP) Ranking List FY2024-FY2028

New Rank	PROJECT TITLE	Department	Funded To Date	2024	2025	2026	2027	2028	Total Project Unfunded Cost
2024-93	NM4 Crossing and Trail Improvemnets	PW	250,000		2,500,000				2,500,000
2024-94	Airport Fuel Farm	PW	1,900,000						-
2024-95	Multi-use Trails-Bikeway-Pedestrian Facilities	PW	4,633,000						-
2024-96	Fuller Lodge Major Facilities Maintenance	PW	2,514,011						-
2024-97	Trinity Drive Safety Improvements	PW	4,250,000						-
2024-98	Eight Plex Tennis Court	PW & CSD	2,650,000						-
2024-99	Mountain Bike Trail Amenities	CSD	500,000						-
2024-100	Mesa Public Library MFM	PW	3,000,000						-
2025-01	El Vado Ultrasonic Flow Meter	DPU	-		100,000				100,000
2025-02	Golf Course Maintenance Building	PW	-	-	270,000				270,000
2025-03	Townsite 14" Pipeline Renewal WP	DPU	-		3,000,000	-			3,000,000
2025-04	Gas Pipeline Repair & Replacement / Equipment	DPU	-		75,000	75,000	75,000	75,000	300,000
2025-05	North Community Backyard Sewer Mains & Services R&R - Phase 1	DPU			285,000	308,000			593,000
2025-06	Fairway Water & Sewer Replacement (PW Road Project)	DPU			970,000				970,000
2025-07	Camp May Campround Renovation	CSD			2,500,000				2,500,000
2025-08	ADA Accessible trail at Kinnicknick Park	CSD			300,000				300,000
2025-09	Abiquiu Runner Repair/Replacement	DPU	-		450,000				450,000
2026-01	Los Alamos County Senior Center Meal Truck	PW & CSD				65,000			65,000
2026-02	Los Alamos County Senior Center Transport Van	PW & CSD				60,000			60,000
2026-03	Abiquiu Rewind Study	DPU				250,000			250,000
2026-04	Denver Steel Water and Sewer (PW Road Project)	DPU				1,350,000	990,000		2,340,000
2026-05	GWS/ED Facilities at WR WWTP	DPU				375,000	-		375,000
2026-06	Repaint Pajarito Tank 4A	DPU				1,500,000	-		1,500,000
2026-07	Navajo & Los Pueblos Electric Replacement (PW Road Project)	DPU				1,275,000	1,275,000		2,550,000
2027-01	Replace Airport Terminal Building	PW	-		-		5,000,000		5,000,000
2027-02	East Gate Substation Study	DPU					300,000		300,000
2027-03	41st/45th/46th/47th Sewerline R&R	DPU					158,000		158,000
2027-04	Repair North Mesa Tank	DPU					1,200,000		1,200,000
2027-05	Repair Otowi Booster 1 Tanks 1 & 2	DPU					990,000	-	990,000
2027-06	Old Pueblo Sewer Canyon Drop Replacement	DPU					807,000	-	807,000
2027-07	East Gate Electric Substation Study	DPU		-			300,000		300,000
2027-08	Orange Street Nickel Water and Sewer Replacement (PW Road Project)	DPU					1,792,000		1,792,000
2028-01	Otowi Booster Station 1 & Pipeline Replacement	DPU						5,000,000	5,000,000
2028-02	Townsite Station Breaker Replacements	DPU		-				750,000	750,000

# 2024 ICIP Ranking

Top 12 Projects  
Ranked by LAC Departments and  
Management  
August 9, 2022

# ICIP Ranking Process and Significance

- Projects originate from the public, County Council, reports on needs (gaps analysis, etc.), County Departments and Management.
- All projects that could receive funding are put on the ICIP list. Projects not on the list cannot receive state funding. Congressional staff and others also look at the list when deciding to fund projects.
- Departments adjust project details each year and provide their top projects to the Finance Department and County Management.
- County Management and Department Directors finalize the ICIP Ranking. The list is then uploaded to the DFA system.
- DFA has a due date for ICIP ranking submissions: August 19, 2022 (earlier than usual).
- The Top 5 Ranked Projects are what are considered by state legislators for direct legislative funding.

# Top 12 Ranked Projects

*For the purpose of capital outlay requests the Top 5 ranked projects are considered by state legislators for funding*

1. **Historic WAC Building Restoration**
2. **DP Road Commercial Development Infrastructure**
3. **Jemez Mountain Fire Protection (New Water Tank and Underground Electric)**
4. **Aspen School Area Water and Sewer Replacement Project Phase 2**
5. **White Rock Non-potable water expansion and trail improvements (Chamisa School NP waterline extension)**
6. **Social Services Colocation Facilities**
7. **North Mesa Workforce Housing**
8. **Carbon Free Power Project**
9. **State Road 4 Water Replacement Line**
10. **Broadband – Middle Mile**
11. **Los Alamos Community Recreation Space (North Mesa Gym)**
12. **Transit Center**

# Project Details

1.

Name: **Historic WAC Building Restoration**

Short Description: The Women's Army Corps (WAC) is a piece of Los Alamos history as it is one of two Manhattan Project era buildings still standing. The interior of the building will be updated to accommodate the modern, mixed-use functions. This 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.

Amount Requested: \$3,650,000  
Currently Funded: \$955,000  
Project time range: FY 2023-2024

2.

Name: **DP Road Commercial Development Infrastructure**

Short Description: To support existing businesses, future residential opportunities and business development

of County owned property, by upgrading existing utilities (water, gas, electric, fiber optic communications, sanitary sewer with lift station), storm drain, ADA sidewalks, bike lanes, and roadway reconstruction along DP Road in Los Alamos County

Amount Requested: \$5,000,000  
Currently Funded: \$300,000 (Design has been completed)  
Project time range: Spring 2023 to Fall 20234

# Project Details

3.

Name: **Jemez Mountain Fire Protection (New Water Tank and Underground Electric)**

Short Description: As part of the water system expansion to Camp May and Pajarito Ski Hill the existing overhead electric line will be replaced underground to add capacity alleviate risk of fire. A new 500,000 gallon water tank will be added to the county water system to supply the system.

Amount Requested: \$2,000,000

Currently Funded: \$1,305,600

Project time range: Summer 2023 to Summer 2024

4.

Name: **Aspen School Area Water and Sewer Replacement Project Phase 2**

Short Description: Aged and failing waterlines will be replaced in Walnut Street and 33<sup>rd</sup> Street. In addition, sewer repairs and replacements will be performed based on video inspection of the lines and under roads scheduled to be replaced.

Amount Requested: \$1,099,500

Currently Funded: \$0

Project time range: Summer 2024

# Project Details

5.

Name: **White Rock Non-potable water expansion and trail improvements (Chamisa School NP waterline extension)**

Short Description: A new non-potable waterline will be constructed from the Overlook Park Booster Station to Chamisa Elementary School along the Canada del Buey. The existing trail along the corridor will be improved as part of the project.

Amount Requested: \$1,800,000

Currently Funded: \$2,650,000

Project time range: Summer 2024

6.

Name: Social Services Colocation Facilities

Short Description: The facility, which was identified in the County's Gaps Analysis as a needed resource for the County, would include social services offices, telehealth office space, office space for partnering service providers, a food bank, space for education and employee training, and a subsidized childcare facility.

Amount Requested: \$4,500,000

Currently Funded: \$500,000

Project time range: N/A



# Project Details

7.

Name: North Mesa Workforce Housing

Short Description: Master planning to provide workforce or “missing-middle” housing for LAPS employees as well as the community at large, with a plan to structure recurring revenue for the landowner (LAPS) over time.

Amount Requested: \$3,000,000

Currently Funded: \$475,000 (study)

Project time range: 2020 - 2025

8.

Name: Carbon Free Power Project

Short Description: Partner in a new small modular nuclear reactor project in Idaho. The county is currently pursuing 8 MW capacity in the project to serve the community.

Amount Requested: \$1,000,000

Currently Funded: \$1,200,000

Project time range: 2023 - 2030

# Project Details

9.

Name: State Road 4 Water Replacement Line

Short Description: As part of the NMDOT project to reconstruct NM-4 between White Rock and the NM-502/NM-4 intersection, the existing 16" waterline along and beneath NM-4 will be replaced.

Amount Requested: \$6,000,000

Currently Funded: \$527,000

Project time range: Spring 2024 – Fall 2024

10.

Name: Broadband – Middle Mile

Short Description: New fiber for redundant internet provision to LAC. Potential partners include Santa Fe County, Pueblo of San Ildefonso, PNM, and REDINet.

Amount Requested: \$10,000,000

Currently Funded: \$2,000,000

Project time range: 2023 - 2028

# Project Details

11.

Name: Los Alamos Community Recreation Space (North Mesa Gym)

Short Description: The project proposes to develop a shared-use gymnasium located at the Los Alamos Middle School that will support County recreation programs and allow Los Alamos Public Schools' programmatic use during school hours.

Amount Requested: \$9,000,000

Currently Funded: \$350,000

Project time range: Fall 2023-2024

12.

Name: Transit Center

Short Description: Provide new Transit Center location in Los Alamos that will provide a transportation hub to support workforce commuting from northern New Mexico for LANL and Los Alamos County and provide and Economic Development opportunities for Los Alamos.

Amount Requested: \$5,000,000

Currently Funded: \$500,000 for design

Project time range: 2023-2025