



LOS ALAMOS

# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Agenda - Final County Council - Regular Session

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

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Tuesday, September 5, 2023

6:00 PM

Council Chambers - 1000 Central Avenue

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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/82683176848>

**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: 826 8317 6848**

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

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

- 4. APPROVAL OF AGENDA**
- 5. PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS**

- A. [17773-23](#)** Proclamation Declaring September 2023 as "National Suicide Prevention Month In Los Alamos" (Accepted by Los Alamos County's Social Services Manager Jessica Strong and Partners)

**Presenters:** County Council

- B. [17774-23](#)** Proclamation Declaring September 17th through 23rd as "Constitution Week in Los Alamos" (Accepted by Linda Alt, Chapter Regent of the

Valle Grande Chapter of the Daughters of the American Revolution)

**Presenters:** County Council

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

**7. 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*The following items are presented for Council approval under a single motion unless any item is withdrawn by a Councilor for further Council consideration in the agenda section entitled "Business."*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.** [AGR0989-23](#) Approval of AGR 23-929 with Motorola Solutions, Inc. Body Worn Cameras, In Car Video Systems and Storage Solution Services in the Aggregate Amount Not to Exceed \$446,540 Excluding Applicable Gross Receipts Tax Over a 5 Year Period, and Related Budget Revision 2024-13

**Presenters:** Dino Sgambellone, Police Chief

**Attachments:** [A - AGR23-929 - MOTOROLA SOLUTIONS CONTRACT PACKAGE](#)  
[B - AGR23-929 - ADDENDUM BWC MOTOROLA INCORPORATED COUNTY OF LOS ALAMOS](#)  
[C - MOTOROLA SOLUTIONS QUOTE 230815 \\$446,540](#)  
[D - 2024-13 Budget Revision Council](#)

- B.** [17713-23](#) Board/Commission Appointment- Transportation Board

**Presenters:** Keith Lepsch, Councilor and Juan Rael, Public Works Director

**Attachments:** [A – Transportation Board Member Roster](#)  
[B – Application and Interview Packet for Karen Edwards](#)  
[C - Interview Panel Recommendation](#)

- C. [17714-23](#) Adoption of Property Tax Rates for Calendar Year 2023 as Certified by the State Department of Finance and Administration

**Presenters:** Helen Perraglio, Chief Financial Officer and Erika Thomas, Budget and Performance Manager

- D. [17715-23](#) State of New Mexico Department of Finance and Administration Approval of the FY2024 Los Alamos County Budget

**Presenters:** Helen Perraglio, Chief Financial Officer and Erika Thomas, Budget and Performance Manager

**Attachments:** [A - State Budget Approval Letter](#)  
[B - Budget By Fund](#)

- E. [17736-23](#) Approval of the revised FY24 Salary Plan Job Class Order

**Presenters:** Mary Tapia, Human Resources Manager and Steven Lynne, County Manager

**Attachments:** [A - FY 24 Salary Plan Job Class Order revised 9 5 2023](#)  
[B - Recruitment Manager Job Description](#)

- F. [17740-23](#) Board/Commission Appointments - Historic Preservation Advisory Board

**Presenters:** Patrick Moore, Chair of the Historic Preservation Advisory Board, Sobia Sayeda, Planning Manager and Melanee Hand, Councilor

**Attachments:** [A - Board Member Roster](#)  
[B - Application Packet for Steven Laurent](#)  
[C - Application Packet for Loretta Weiss](#)  
[D - Interview Panel Recommendation](#)

## 8. INTRODUCTION OF ORDINANCE(S)

- A. [CO671-23](#) Introduction of Incorporated County of Los Alamos Code Ordinance No. 02-351; An Ordinance Amending Chapter 40, Article III, Sections 40-121, 40-122, and 40-123 of the Code of the Incorporated County of Los Alamos Relating to Electric Rate Schedules, Customer Service Charges and Electric Energy Charges

**Presenters:** Philo Shelton, Utilities Manager and Karen Kendall, Deputy Utilities Manager - Finance

- Attachments:**    [A - Code Ordinance 02-351 Electric Rates](#)  
[B - Rate Comparison & History](#)  
[C - Electric Rates by Schedule](#)  
[D - Notice of Public Hearing CO 02-351](#)

## 9. PUBLIC HEARING(S)

- A. [RE0556-23](#)    Incorporated County of Los Alamos Resolution No. 23-30, A Resolution Authorizing the County Council Chair or Los Alamos County Utilities Manager to Approve Submission of Completed Applications and Necessary Documents for 2024 Applications to the Water Trust Board for Funding Water System Projects

**Presenters:**    James Alarid, Deputy Utilities Manager - Engineering

- Attachments:**    [A - Resolution No. 23-30](#)  
[B - Map of the Proposed Project](#)  
[C - Publication Notice 20230824](#)

## 10. BUSINESS

- A. [17520-23](#)    Update on the Los Alamos County Short-term Rental Program Process

**Presenters:**    Paul Andrus, Community Development Director and Sobia Sayeda, Planning Manager

- Attachments:**    [A - Short-term Rental Program Development Project Presentation.pdf](#)

- B. [17782-23](#)    Discussion and Possible Action on Los Alamos County Support for the Amendment of the Radiation Exposure Compensation Act (RECA)

**Presenters:**    Danielle Duran, Intergovernmental Affairs Manager, Randall Ryti, Councilor and Theresa Cull, Councilor

## 11. COUNCIL BUSINESS

### A. *General Council Business*

- 1) [17532-23](#)    Council Rules Committee Update

**Presenters:**    County Council - Regular Session, Theresa Cull, Vice-chair, Melanee Hand, Councilor and Suzie Havemann, Councilor

**Attachments:** [A - August 8, 2023 Council Procedural Rules Update - Redlined.pdf](#)  
[B - August 8, 2023 Council Procedural Rules Update - Draft Proposed Final.pdf](#)

**B. Appointments**

**C. Board, Commission and Committee Vacancy Report**

- 1) [17174-23](#) Board, Commission and Committee Vacancy Report

**Presenters:** County Council - Regular Session

**Attachments:** [A - BCC Vacancy Report August 30, 2023.pdf](#)

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

**E. County Manager's Report**

**F. Council Chair Report**

- 1) County Manager Recruitment Update

**G. Approval of Councilor Expenses**

**H. Preview of Upcoming Agenda Items**

*Note: This report shows tentative Council agenda items and is for planning purposes only. All items on the report are subject to changes such as item title, meeting date and/or being removed or not considered by Council.*

- 1) [17551-23](#) Tickler Report of Upcoming Agenda Items

**Presenters:** County Council - Regular Session

**Attachments:** [A - Tickler Report dated September 1, 2023.pdf](#)

**12. COUNCILOR COMMENTS**

**13. PUBLIC COMMENT**

**14. 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

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## Staff Report

September 05, 2023

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**Agenda No.:** A.

**Index (Council Goals):** Quality Governance - Communication and Engagement; Quality of Life - Health, Wellbeing, and Social Services

**Presenters:** County Council

**Legislative File:** 17773-23

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### Title

Proclamation Declaring September 2023 as "National Suicide Prevention Month In Los Alamos" (Accepted by Los Alamos County's Social Services Manager Jessica Strong and Partners)

### Body

**WHEREAS**, Los Alamos County's Social Services division is raising awareness of mental health and suicide prevention during the month of September to reduce the stigma surrounding these critical topics, and fosters an environment of understanding and compassion; and

**WHEREAS**, according to the American Foundation for Suicide Prevention (A.F.S.P.), suicide is the second leading cause of death among individuals between the ages of 10 and 34, with more than 48,000 people dying by suicide annually in the United States; and

**WHEREAS**, suicide is a serious public health issue that impacts families, friends and communities, transcending all demographic boundaries, of which Los Alamos County is not immune; and

**WHEREAS**, Los Alamos County publicly places its full support behind those who work in the field of mental health, substance use, education, and law enforcement.

**NOW, THEREFORE**, on behalf of the Council for the Incorporated County of Los Alamos, I do hereby proclaim the month of September 2023 as

### "NATIONAL SUICIDE PREVENTION MONTH IN LOS ALAMOS"

And I call upon all residents to seek mental health and suicide prevention resources online and through the Social Services office at 1183 Diamond Drive, Suite E, and to participate in events promoting mental health awareness scheduled through September at SALA;

**AND FURTHERMORE**, I strongly encourage individuals experiencing a mental health crisis to

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call the nationwide crisis line at 988, use the crisis text line at 741741, call 911, or go to the nearest hospital.





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## Staff Report

September 05, 2023

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**Agenda No.:** B.  
**Index (Council Goals):** Quality Governance - Communication and Engagement  
**Presenters:** County Council  
**Legislative File:** 17774-23

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### Title

Proclamation Declaring September 17th through 23rd as "Constitution Week in Los Alamos" (Accepted by Linda Alt, Chapter Regent of the Valle Grande Chapter of the Daughters of the American Revolution)

### Body

**WHEREAS**, the Constitution of the United States of America, the foundation of our federal government, embodies the principles of a government of the people, by the people, and for the people; and

**WHEREAS**, on September 17, 1787, two hundred and thirty-six years ago, the Constitution of the United States was signed at the Constitutional Convention; and

**WHEREAS**, the framers, in less than 6,000 words, established our broad structure of government, leaving the system flexible enough to adapt to changing conditions to be interpreted over the years by congresses, presidents, and courts to meet the needs of the moment; and

**WHEREAS**, the Constitution was a novel governmental doctrine that created a system of checks and balances through three separate but equal branches of government, divided power between the federal government and the states, and protected various individual liberties of American Citizens; and

**WHEREAS**, the amendment process made the Constitution a living document that could be changed with enough support from the people and ratification by the states, as was the case in 1791, when three-fourths of the existing state legislatures ratified the Bill of Rights (the first 10 amendments), creating protections for the most indispensable rights and liberties; and

**WHEREAS**, the United States Constitution is the oldest in the world, governing the United States for more than two centuries and serving as a model for other nations worldwide.

**NOW, THEREFORE**, on behalf of the Council of the Incorporated County of Los Alamos, I do hereby proclaim September 17th through 23rd, 2023 as

**“CONSTITUTION WEEK IN LOS ALAMOS COUNTY”**

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And ask our citizens to celebrate and reaffirm the spirit of the United States Constitution, and encourage middle and high school students to visit [constitutiondaycontest.com](http://constitutiondaycontest.com) to enter the local annual Constitution Day essay contest.



# County of Los Alamos

## Staff Report

September 05, 2023

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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.**



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## Staff Report

September 05, 2023

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**Agenda No.:** A.  
**Index (Council Goals):** Quality of Life - Public Safety  
**Presenters:** Dino Sgambellone, Police Chief  
**Legislative File:** AGR0989-23

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### Title

Approval of AGR 23-929 with Motorola Solutions, Inc. Body Worn Cameras, In Car Video Systems and Storage Solution Services in the Aggregate Amount Not to Exceed \$446,540 Excluding Applicable Gross Receipts Tax Over a 5 Year Period, and Related Budget Revision 2024-13

### Recommended Action

I move that Council Approve Services Agreement No. AGR 23-929 Motorola Solutions for In Car Video Systems and Storage Solution Services in the Aggregate Amount Not to Exceed \$446,540 excluding Applicable Gross Receipts Tax Over a 5 Year Period, and Related Budget Revision 2024-13.

### County Manager's Recommendation

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

### Body

The County is utilizing a cooperative purchasing contract through Sourcewell to procure these products and services. The agreement for the Body-Worn Cameras and Services has a term of five (5) years. The term of the agreement shall commence on September 6, 2023 and continue through September 5, 2028 unless sooner terminated, as provided therein. The attached budget revision (2024-13) includes \$90,000 towards the current year cost of \$165,540, from a prior year approved purchase.

The Los Alamos Police Department's current body worn cameras (BWCs) are at the end of their life cycle and the manufacturer is discontinuing production of the hardware for replacement. The new BWCs are capable of swapping batteries in the field which will increase the necessary capacity to have functional BWCs for the duration of an officer's shift. The new hardware will come with supported software and cloud storage that will comply with the needs of the County to move video storage off the current server which is also at the end of its intended life cycle.

### Alternatives

Should the Council choose to not approve the agreement, the Police Department would not receive updated Body Worn Cameras, In Car Recording and related services.

### Fiscal and Staff Impact/Planned Item

The aggregate compensation of all agreements shall not exceed the sum \$446,540, excluding New Mexico gross receipts taxes (NMGRT). Budget revision 2024-13 will provide an additional \$90,000 from the prior fiscal year.

### Attachments

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- A - AGR 23-929 - Motorola Solutions Contract Package
  - B - AGR 23-929 - Addendum\_BWC\_Motorola\_Incorporated\_County\_Of\_Los\_Alamos
  - C - AGR 23-929 - Motorola Solutions Quote 230815 \$446,540
  - D - Budget Adjustment 2024-13

## Master Customer Agreement

This Master Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the date of the last signature (the “**Effective Date**”).

### 1. Agreement.

**1.1. Scope; Agreement Documents.** This MCA governs Customer’s purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties’ “**Agreement**”.

**1.2. Order of Precedence.** Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

### 2. Products and Services.

**2.1. Products.** Motorola will (a) sell hardware provided by Motorola (“**Equipment**”), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term (“**Licensed Software**”), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis (“**Subscription Software**”) to Customer, to the extent each is set forth in an Ordering Document, for Customer’s own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as “**Products**”, or individually as a “**Product**”. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

### 2.2. Services.

2.2.1. Motorola will provide services related to purchased Products (“**Services**”), to the extent set forth in an Ordering Document.

2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design,

install, set up, configure, and/or integrate the applicable Products at the applicable locations (“**Sites**”), agreed upon by the Parties (“**Integration Services**”), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) (“**Maintenance and Support Services**”), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered “Services”, as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola’s performance of all Services listed in such Ordering Document (“**Service Completion Date**”); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

2.4. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola’s ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, “**Documentation**”). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and

equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

**2.7. Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

**2.8. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

**2.9. Change Orders.** Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

### **3. Term and Termination.**

**3.1. Term.** The term of this MCA ("**Term**") will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

**3.2. Termination.** Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.



**3.3. Suspension of Services.** Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

**3.4. Effect of Termination or Expiration.** Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

#### **4. Payment and Invoicing.**

**4.1. Fees.** Fees and charges applicable to the Products and Services (the "**Fees**") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.

**4.2. Taxes.** The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

**4.3. Invoicing.** Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

#### **5. Sites; Customer-Provided Equipment; Non-Motorola Content.**

**5.1. Access to Sites.** Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

**5.2. Site Conditions.** Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

**5.3. Site Issues.** Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

**5.4. Customer-Provided Equipment.** Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

**5.5. Non-Motorola Content.** In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, hardware, content, and data that is not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer

represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Motorola may provide certain Non-Motorola Content as an authorized sales representative of a third party as set out in an Ordering Document. As an authorized sales representative, the third party's terms and conditions, as set forth in the Ordering Document, will apply to any such sales. Any orders for such Non-Motorola Content will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

**5.6. End User Licenses.** Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Content software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. If provided for in the separate third party license, Customer may have a right to receive source code for such software; a copy of such source code may be obtained free of charge by contacting Motorola.

## **6. Representations and Warranties.**

**6.1. Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

**6.2. Motorola Warranties.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

**6.3. Warranty Claims; Remedies.** To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the

applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.

**6.4. Pass-Through Warranties.** Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

**6.5. WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

## **7. Indemnification.**

**7.1. General Indemnity.** Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("**Claim**") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

**7.2. Intellectual Property Infringement.** Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

7.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using

the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).

7.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

**7.3. Customer Indemnity.** Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Content, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Content in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

## **8. Limitation of Liability.**

**8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES.** EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE “**MOTOROLA PARTIES**”) WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA’S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

**8.2. DIRECT DAMAGES.** EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES’ TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

**8.3. ADDITIONAL EXCLUSIONS.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER’S OR ANY AUTHORIZED USER’S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

**8.4. Voluntary Remedies.** Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

**8.5. Statute of Limitations.** Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

## **9. Confidentiality.**

**9.1. Confidential Information.** “**Confidential Information**” means any and all non-public information provided by one Party (“**Discloser**”) to the other (“**Recipient**”) that is disclosed under

this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

**9.2. Obligations of Confidentiality.** During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

**9.3. Exceptions.** Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

**9.4. Ownership of Confidential Information.** All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

## 10. Proprietary Rights; Data; Feedback.

**10.1. Data Definitions.** The following terms will have the stated meanings: “**Customer Contact Data**” means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; “**Service Use Data**” means data generated by Customer’s use of the Products and Services or by Motorola’s support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; “**Customer Data**” means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; “**Third-Party Data**” means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; “**Motorola Data**” means data owned or licensed by Motorola; “**Feedback**” means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and “**Process**” or “**Processing**” means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**10.2. Motorola Materials.** Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, “**Motorola Materials**”). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

**10.3. Ownership of Customer Data.** Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal



information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

#### **10.4. Processing Customer Data.**

10.4.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Products and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola's use) of the Customer Data as described in the Agreement.

10.4.3. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

**10.5. Data Retention and Deletion.** Except as expressly provided otherwise under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 13.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

**10.6. Service Use Data.** Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and

combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

**10.7. Third-Party Data and Motorola Data.** Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

**10.8. Feedback.** Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

**10.9. Improvements; Products and Services.** The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

## **11. Force Majeure; Delays Caused by Customer.**

**11.1. Force Majeure.** Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

**11.2. Delays Caused by Customer.** Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

**12. Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

**12.1. Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

**12.2. Negotiation; Mediation.** Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

**12.3. Litigation, Venue, Jurisdiction.** If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

**13. General.**

**13.1. Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

**13.2. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

**13.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

**13.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

**13.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

**13.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

**13.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

**13.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

**13.9. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

**13.10. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

**13.11. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 7.3 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

**13.12. Entire Agreement.** This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

**Motorola: Motorola Solutions, Inc.**

**Customer: [REDACTED]**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

## Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this “EPSLA”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“Motorola”) and the entity set forth in the signature block below or in the MCA (“Customer”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties (the “MCA”). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This EPSLA governs Customer’s purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement.

2. Delivery of Equipment and Licensed Software.

2.1. Delivery and Risk of Loss. Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by Motorola. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with Ex Works, Motorola’s premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Products.

2.2. Delays. Any shipping dates set forth in an Ordering Document are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

2.3. Beta Services. If Motorola makes any beta version of a software application (“Beta Service”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

### 3. Licensed Software License and Restrictions.

3.1. Licensed Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Licensed Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the "Designated Products") and solely for Customer's internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

3.2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under this Agreement.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.

3.4. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software's license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and

identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

3.5. Resale of Equipment. Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

#### 4. Term.

4.1. Term. The term of this EPSLA (the "EPSLA Term") will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all applicable warranty periods (as set forth in Section 6.1 – Motorola Warranties below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.2. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches Section 3 – Licensed Software License and Restrictions of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all Motorola obligations under this EPSLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Licensed Software and associated Documentation.

4.3. Equipment as a Service. In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set



forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment. Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software (in accordance with Section 2.1 – Delivery and Risk of Loss), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services referenced therein. Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

6. Representations and Warranties; Liability.

6.1. Motorola Warranties. Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under Section 2.1 – Delivery and Risk of Loss, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, Motorola will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software under Section 2.1 – Delivery and Risk of Loss, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola). The warranty set forth in subsection (c) will be referred to as the "Motorola Licensed Software Warranty". As Customer's sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola's sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

6.2. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES

OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

6.3. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or Section 6.2 – Additional Exclusions above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

8. Survival. The following provisions will survive the expiration or termination of this EPSLA for any reason: Section 3 – Licensed Software License and Restrictions; Section 4 – Term; Section 5 – Payment; Section 6.2 – Additional Exclusions; Section 8 – Survival.

## Subscription Software Addendum

This Subscription Software Addendum (this “SSA”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“Motorola”) and the entity set forth in the signature block below or in the MCA (“Customer”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties (the “MCA”). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This SSA governs Customer’s purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

2. Delivery of Subscription Software.

2.1. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Software.

2.2. Modifications. In addition to other rights to modify the Products and Services set forth in the MCA, Motorola may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

2.3. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer’s employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

2.4. Beta Services. If Motorola makes any beta version of a software application (“Beta Service”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

### 3. Subscription Software License and Restrictions.

3.1. Subscription Software License. Subject to Customer’s and its Authorized Users’ compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer’s internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer’s owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

### 4. Term.

4.1. Subscription Terms. The duration of Customer’s subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first

Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the “Initial Subscription Period”). Following the Initial Subscription Period, Customer’s subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a “Renewal Subscription Year”), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a “Subscription Term”.) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer’s then-current Subscription Term (a “Partial Subscription Year”), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the “SSA Term”) will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.3. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches Section 3 – Subscription Software License and Restrictions of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer’s use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola’s systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4. Wind Down of Subscription Software. In addition to the termination rights in the MCA, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part,

in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

## 5. Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due.

5.2. License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

## 6. Liability.

6.1. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

6.2. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or Section 6.1 – Additional Exclusions above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at [https://www.motorolasolutions.com/en\\_us/about/privacy-policy.html#privacystatement](https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement), as may be updated from time to time. Motorola holds all Customer

Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

8. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 8 – Survival.

## Mobile Video Addendum

This Mobile Video Addendum (this “**MVA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement entered into between the Parties, and the applicable Addenda. Capitalized terms used in this MVA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

**1. Addendum.** This MVA governs Customer’s purchase of any Motorola mobile video Products, including participation in Motorola’s Video-as-a-Service Program (“**VaaS Program**”). A “**Mobile Video System**” is a solution that includes at least one mobile video Product and requires Integration Services to deploy such mobile video Product or the associated evidence management Product at a Customer Site. In addition to the MCA, other Addenda may be applicable to Products offered under this MVA, including the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software, and the Equipment Purchase and Software License Addendum (“**EPSLA**”), with respect to Licensed Software and Equipment, as each of those terms are defined therein, and as further described below. This MVA will control with respect to conflicting or ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Mobile Video System or other Products purchased under this MVA and not with respect to other Products or Services.

### **2. Evidence Management Systems; Applicable Terms and Conditions.**

**2.1. On-Premise Evidence Management.** If Customer purchases a Mobile Video System where Equipment and Licensed Software for evidence management is installed at Customer Sites (an “**On-Premises Evidence Management System**”), then, unless the Ordering Document(s) specify that any software is being purchased on a subscription basis (i.e., as Subscription Software), any (i) Equipment and (ii) Licensed Software installed at Customer Sites or on Customer-Provided Equipment, in each case purchased in connection with the On-Premises Evidence Management System, are subject to the EPSLA. On-Premises Evidence Management Systems described in this Section qualify for the System Warranty as described in **Section 4 – On-Premises Evidence Management System Warranty** (the “**System Warranty**”).

**2.2. Cloud Hosted Evidence Management.** If Customer purchases Mobile Video System where the software for evidence management is hosted in a data center and provided to Customer as a service (“**Cloud Hosted Evidence Management System**”), including but not limited to CommandCentral Evidence, VideoManager EX, and VideoManager EL Products, then such Cloud Hosted Evidence Management System is subject to the SSA. Any Equipment purchased in connection with Cloud Hosted Evidence Management System is subject to the EPSLA. Cloud Hosted Evidence Management System described in this Section do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 7 –System Completion** below.

**2.3. Services.** Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Mobile Video System are subject to the MCA, and as described in the applicable Ordering Document(s).

**3. Payment.** Customer will pay invoices for the Products and Services covered by this MVA in accordance with the invoice payment terms set forth in the MCA. Fees for Mobile Video Systems will be invoiced as of the System Completion Date, unless another payment process or



schedule or milestones are set forth in an Ordering Documents or applicable Addendum. In addition to Equipment, Licensed Software, Subscription Software and Integration Services (as applicable) sold as part of a Mobile Video System, the Ordering Documents for a Mobile Video System may also include post-deployment Integration Services or other Services which are to be provided following the date of functional demonstration (“**Post-Deployment Services**”). Post-Deployment Services will be invoiced upon their completion and paid by Customer in accordance with the terms of the MCA.

**4. On-Premises Evidence Management System Warranty.** Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date (as defined below) for an On-Premises Evidence Management System described in **Section 2.1 – On-Premises Evidence Management** (a) such On-Premises Evidence Management System will perform in accordance with the descriptions in the applicable Ordering Documents in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such On-Premises Evidence Management System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the On-Premises Evidence Management System that includes such Products, or on the applicable Product Completion Date, if earlier, instead of commencing upon delivery of the Products in accordance with the terms and conditions set forth in **Section 6 – Representations and Warranties; Liabilities** of the EPSLA. The warranties set forth in the applicable Addenda are not otherwise modified by this MVA.

#### **5. Additional Software and Video Terms.**

**5.1. Unlimited Storage.** Storage shall be specifically described in an Ordering Documents. In the event Customer purchases a Cloud Hosted Evidence Management System with “Unlimited Storage”, as specified in the Ordering Documents, then “Unlimited Storage” means storage of all data captured using Equipment sold under this MVA, provided that (1) video recordings are recorded in an event-based setting where users are not recording an entire shift under one video footage and (2) Customer’s data retention policies and practices do not result in the retention of data beyond the statutory minimums set forth by the State in which the Customer resides. In the event Customer does not comply with the preceding clauses (1) and (2), Motorola shall have the right to charge Customer for such excess data storage at the prevailing rates. Motorola also has the right to place any data that has not been accessed for a consecutive six (6) month period into archival storage, retrieval of which may take up to twenty-four (24) hours from any access request.

**5.2. Applicable End User Terms.** Additional license terms apply to third-party software included in certain software Products which are available online at: [www.motorolasolutions.com/legal-flow-downs](http://www.motorolasolutions.com/legal-flow-downs). Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

**5.3. WatchGuard Detector Mobile.** Any order by Customer of WatchGuard Detector Mobile is on a subscription basis and subject to the SSA.

**5.4. Vigilant Access.** Customer may opt for subscription to additional Subscription Software, including use of the Law Enforcement Archival Network (“**Vigilant VehicleManager**”), which is subject to the terms and conditions of the SSA and the Vigilant Addendum. If Customer purchases a subscription to commercial license plate recognition data, then Customer will execute and agree to the terms of Motorola’s standard Data License Addendum.

**5.5. License Plate Recognition Data.** License plate recognition (“**LPR**”) data collected by Customer is considered Customer Data (as defined in the MCA) and is therefore subject to the Customer’s own retention policy. Customer, at its option, may share its LPR data with other similarly situated Law Enforcement Agencies (“**LEAs**”) which contract with Motorola to access Vigilant VehicleManager by selecting this option within Vigilant VehicleManager. Other similarly situated LEAs may similarly opt to share their LPR data with Customer using Vigilant VehicleManager. Such LPR data generated by other LEAs is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective LEA, and shall be used by Customer only in connection with its use of Vigilant VehicleManager. LPR data that has reached its expiration date will be deleted from Vigilant VehicleManager. Only individuals who are agents and/or sworn officers of Customer and who are authorized by Customer to access Vigilant VehicleManager on behalf of Customer through login credentials provided by Customer (“**User Eligibility Requirements**”) may access Vigilant VehicleManager. Vigilant in its sole discretion may deny access to Vigilant VehicleManager to any individual based on such person’s failure to meet the User Eligibility Requirements. Customer will ensure no user logins are provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant. Customer will be responsible for all individuals’ access to, and use of, Vigilant VehicleManager through use of Customer login credentials, including ensuring their compliance with this Agreement.

**5.6. API Support.** Motorola will use commercially reasonable efforts to maintain its Application Programming Interface (“**API**”) sold in connection with any Mobile Video System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for six (6) months after such version is introduced, but if Motorola determines, in its sole discretion, to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.

**5.7. Support of Downloaded Clients.** If Customer purchases any software Product that requires a client installed locally on Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.

**5.8. CJIS Security Policy.** Motorola agrees to support Customer’s obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (“**CJIS**”) Security Policy, incorporated herein, and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Documents for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the “escort” within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

**6. VaaS Program Terms.** All hardware provided by Motorola to Customer under the VaaS Program will be considered “Equipment”, as defined in the EPSLA, and constitutes a purchase of such Equipment subject to the terms of the EPSLA. Additionally, the following terms and conditions apply to any Equipment purchased under the VaaS Program:

**6.1. Technology Refresh.** Body cameras and associated batteries purchased under the VaaS Program (“**Body Cameras**”) may be eligible for a technology refresh as described in the Ordering Documents. If included in the Ordering Documents, and in the event the Body Camera is eligible for replacement applicable under this **Section 6.1 – Technology Refresh**, Customer must return the existing Body Camera to Motorola in working condition. The corresponding replacement Body Camera will be the then-current model of the Body Camera at the same tier as the Body Camera that is returned to Motorola. For clarity, any other Equipment received by Customer as part of the VaaS Program, other than Body Cameras, or associated batteries (if specified in the Ordering Documents) will not be eligible for a technology refresh hereunder.

**6.2. No-Fault Warranty.** If specified in the Ordering Documents, and subject to the disclaimers set forth in the MCA and EPSLA, upon delivery of Equipment purchased as part of the VaaS Program, Motorola will provide a No-fault Warranty to Customer for such Equipment that extends until the end of the Commitment Term (as defined below) applicable to such Equipment; except that the No-fault Warranty will not apply to: (i) any Equipment with intentionally altered or removed serial numbers, (ii) any other damages disclaimed under the MCA or EPSLA, or (iii) any Equipment that Motorola determines was changed, modified, or repaired by Customer or any third party. The “**No-fault Warranty**” means that Motorola will repair or replace any Equipment components or parts that render the applicable Equipment unable to perform its intended purpose. With respect to any batteries in Body Cameras, a battery will be considered faulty and covered under this No-fault Warranty if it falls below sixty percent (60%) of rated capacity.

**6.3. Commitment Term.** Customer accepts that following the delivery of any Equipment under the VaaS Program, Customer commits to a five (5) year subscription term for such Equipment at the rate provided in the Ordering Documents (the “**Initial Commitment Term**”). If Customer, for any reason, terminates any of its obligations to Motorola prior to expiration of the applicable Commitment Term (as defined below), Customer will be subject to the payments described in **Section 6.7.2 – Termination** hereunder.

**6.4. Additional Devices.** Any additional Equipment, including any accessory items, ordered by Customer after Customers’ initial purchase of Equipment hereunder may be subject to an incremental increase in Fees. In the event Customer orders additional Equipment under the VaaS Program within the ninety (90) days immediately following its initial purchase, such Equipment will be included in and subject to the Initial Commitment Term. Any additional Equipment purchased under the VaaS Program subsequent to such ninety (90) day period, will commence an additional subscription term commitment for such Equipment of five (5) years (a “**Subsequent Commitment Term**”) with respect to the monthly Fee associated with such additional Equipment. For purposes of this Addendum, the Initial Commitment Term and each Subsequent Commitment Term are each also referred to herein as a “**Commitment Term**”.

**6.5. Included Subscription Software.**

6.5.1. VideoManager EL. Subject to **Section 6.7.1 – VaaS Term**, if the Equipment purchased under the VaaS Program provides Customer with a subscription to the Cloud Hosted Evidence Management System specified in the Ordering Documents during the VaaS Term (as defined below), the use of which is subject to the SSA. Customer’s subscription will include unlimited users, Unlimited Storage and unlimited sharing, provided any media or data uploaded to the Cloud Hosted Evidence Management System is done so using Motorola Equipment actively enrolled in the VaaS Program. Following expiration of the applicable Commitment Term, if Customer desires to continue use of expired Equipment with the Cloud

Hosted Evidence Management System, Customer must purchase additional access to Cloud Hosted Evidence Management System based on Motorola's prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to the Cloud Hosted Evidence Management System.

- 6.5.2. CommandCentral. If specified and included in the Ordering Documents, for each applicable Body Camera, in-car system or integrated system purchased, Customer will receive one user license for Motorola CommandCentral, which provides access to CC Community, CC Capture, CC Vault and CC Records. If the Customer requires additional licenses to CommandCentral they must be purchased for an additional fee.
- 6.5.3. CarDetector Mobile. If Customer's VaaS Program order includes an in-car system, Customer, will receive a subscription to WatchGuard CarDetector Mobile during the VaaS Term, the use of which is subject to the SSA.
- 6.5.4. VideoManager EX: Subject to **Section 6.7.1 – VaaS Term**, if specified in the Ordering Documents, Equipment purchased under the VaaS Program provides Customer with a single subscription to Video Manager EX during the VaaS Term (as defined below), the use of which is subject to the SSA. Following expiration of the applicable Commitment Term, if Customer desires to continue use of expired Equipment with the VideoManager EX, Customer must purchase additional access to VideoManager EX based on Motorola's prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to VideoManager EX.

**6.6.** VaaS Program Payment. Unless otherwise provided in an Ordering Documents (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee quarterly (each a "**Subscription Quarter**"), as set forth in an Ordering Documents. If Customer orders any additional Product(s) under the VaaS Program subsequent to the initial purchase by Customer, Fees for such additional Product will be added to the quarterly subscription Fee, and will be payable on the same Fee payment schedule as the initial Product purchased under the VaaS Program; provided, however, that for the first Subscription Quarter during which such additional Product is purchased, the subscription Fee for the applicable additional Product will be pro-rated based on the applicable number of days remaining in the such initial Subscription Quarter.

**6.7.** VaaS Program Term and Termination.

- 6.7.1. VaaS Term. Customer's participation in the VaaS Program will commence upon the System Completion Date under this MVA, and will continue through the end of the final Commitment Term hereunder ("the "**VaaS Term**"). Following the end of any Commitment Term, Customer's access to the Cloud Hosted Evidence Management System with respect to the Equipment purchased relative to that Commitment Term will expire, and Customer must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to the Cloud Hosted Evidence Management System from Motorola at the prevailing rates. Motorola has no obligation to retain Customer Data for expired Equipment beyond thirty (30) days following expiration of the applicable Commitment Term. For example, if Customer purchases 100 devices on January 1 of Year 1 of the VaaS Term, and then 100 additional devices on January 1 of Year 3, on December 31 of Year 5 (i.e., the conclusion of the Initial Commitment Term), Customer's access to the Cloud Hosted Evidence Management System with respect to the first 100

devices will be discontinued, and Customer must purchase extended storage or transfer all Customer Data associated with the first 100 devices within thirty (30) days of expiration of the Initial Commitment Term. In the foregoing example, the Cloud Hosted Evidence Management System access and data storage for the second 100 devices purchase will extend until December 31 of Year 7.

- 6.7.2. Termination. The termination provisions applicable to the VaaS Program will be those set forth in the MCA, EPSLA and SSA, as applicable. If Customer's participation in the VaaS Program is terminated for any reason prior to the end of the Initial Commitment Term or any Subsequent Commitment Term, Customer will pay the pro-rated remainder of the aggregate Equipment MSRP price (prevailing as of the time of delivery), calculated by multiplying the MSRP price of all Equipment purchased under the VaaS Program by the percentage resulting from dividing the number of months remaining in the Commitment Term applicable to such Equipment by sixty (60). In the event Customer purchased Equipment on multiple dates, resulting in separate Commitment Terms for certain Equipment, the preceding calculation will be made relative to the applicable Commitment Term for each Equipment order. For example, if Customer purchased \$1,000 worth of Equipment on January 1 of Year 1 of the VaaS Term, and then \$1,000 worth of Equipment on January 1 of Year 2, and then Customer's VaaS Program terminates on December 31 of Year 3, Customer will be required to repay:  $\$1,000 \times (24/60) + \$1,000 \times (36/60)$ , which is equal to \$1,000 in the aggregate.

**7. System Completion.** Any Mobile Video System sold hereunder will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of the applicable Mobile Video System (the "**System Completion Date**"). Customer will not unreasonably delay Beneficial Use, and in any event, the Parties agree that Beneficial Use will be deemed to have occurred thirty (30) days after functional demonstration. As used in this Section, "**Beneficial Use**" means use by Customer or at least one (1) Authorized User of the material features and functionalities of Mobile Video System, in material conformance with Product descriptions in the applicable Ordering Documents. Any additional Equipment sold in connection with the initial Mobile Video System shall be deemed delivered in accordance of the terms of the EPSLA. Any additional Subscription Software purchased under the VaaS Program will be deemed delivered upon Customer's receipt of credentials required for access to the Cloud Hosted Evidence Management System or upon Motorola otherwise providing access to the Cloud Hosted Evidence Management System. This Section applies to Products purchased under the MVA notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.

**8. Additional Cloud Terms.** The terms set forth in this **Section 8 – Additional Cloud Terms** apply in the event Customer purchases any cloud hosted software Products under this MVA, including a Cloud Hosted Evidence Management System.

**8.1. Data Storage.** Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software Products. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

**8.2. Data Retrieval.** Cloud hosted software Products will leverage different types of storage to optimize software, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage

medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to twenty-four (24) hours to be viewable.

**8.3. Availability.** Unless otherwise specified in the Ordering Documents, Motorola will make reasonable efforts to provide monthly availability of 99.9% for cloud hosted software Products with the exception of maintenance windows. There are many factors beyond Motorola's control that may impact Motorola's ability to achieve this goal.

**8.4. Maintenance.** Scheduled maintenance of cloud hosted software Products will be performed periodically. Motorola will make commercially reasonable efforts to notify customers one (1) week in advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of any unscheduled or emergency maintenance twenty-four (24) hours in advance.

**9. Survival.** The following provisions will survive the expiration or termination of this MVA for any reason: **Section 1 – Addendum; 2 – Evidence Management Systems; Applicable Terms and Conditions; Section 3 – Payment; Section 5.2 – Applicable End User Terms; Section 6.5.1 – VideoManager EL Section 6.7 – VaaS Program Term and Termination; Section 9 – Survival.**

**Vigilant Addendum**

ATTACHMENT A

This Vigilant Addendum (“**Vigilant Addendum**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, (the “**MCA**”), and the Subscription Software Addendum (“**SSA**”). Capitalized terms used in this Vigilant Addendum, but not defined herein, will have the meanings set forth in the MCA or applicable Addendum.

**1. Addendum.** This Vigilant Addendum governs Customer’s purchase and use of Motorola’s Vigilant automated license plate recognition software and hardware Products (“**LPR Products**”). In addition to the MCA, other Addenda may be applicable to LPR Products offered under this Vigilant Addendum, including the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software, and Equipment Purchase and Software License Addendum (“**EPSLA**”) for Equipment sold as part of any LPR Products, together with any other applicable terms herein. LPR Products may also include Subscription Software on such Equipment or otherwise made available to Customer, as further described below. This Vigilant Addendum will control with respect to conflicting terms in the MCA or any other applicable Addendum, but only as applicable to the Products purchased under this and not with respect to other Products or Services.

## **2. Definitions.**

**Camera License Key (“CLK”)** means an electronic key that will permit each camera (one CLK per camera) to be used with Vigilant CarDetector and/or Subscription Software

**Commercial Booking Images** refers to booking images collected by commercial sources and available on Vigilant VehicleManager with a paid subscription.

**Commercial Data** means both Commercial Booking Images and Commercial LPR Data.

**Commercial LPR Data** refers to LPR data collected by private sources and available on Vigilant VehicleManager with a paid subscription.

**License Plate Recognition (“LPR”)** refers to the process of utilizing cameras, either stationary or mounted on moving vehicles, to capture and interpret images of vehicle license plates.

## **3. Subscription Software**

- 1. CarDetector.** Customer may purchase Vigilant CarDetector which is Subscription Software subject to the SSA. For Customers subscribing to CarDetector, Customer is required to obtain a CLK for each Motorola-approved camera which uses CarDetector. A CLK can be obtained by Customer by going to Motorola’s company support website and completing the online request form to Vigilant technical support staff.
- 2. Vigilant VehicleManager and Vigilant ClientPortal.** Subject to the terms below, Customer may purchase a CLK for access to the Law Enforcement Archival Report Network (“**VehicleManager**”) and/or the Vigilant ClientPortal (“**ClientPortal**”) each of which are “Subscription Software” subject to the terms of the SSA.

1. Access. Use and access to VehicleManager is strictly restricted to Law Enforcement Agencies (“LEAs”) and their Authorized Users. Non-LEAs and their Authorized Users may purchase/access Client Portal.
2. Data Ownership and Retention. Motorola retains all title and rights to Commercial LPR Data and Commercial Booking Images. Customer shall not utilize Commercial LPR Data or Commercial Booking Images on the behalf of other local, state or Federal LEAs. LPR data and where applicable, booking images, collected by the Customer is considered Customer Data (as defined in the MCA) and is subject to the Customer’s own retention policy. LPR data and/or booking images that has reached the end of the retention period set by the Customer in ClientPortal or VehicleManager, will be deleted from ClientPortal or VehicleManager in accordance with Customer’s retention policy. Customer retains all rights to LPR data and booking images collected by Customer.
3. Data Sharing. Customer has the option share its Customer Data with LEA’s who contract with Motorola for VehicleManager access. ClientPortal customers may also share its Customer Data with other non-LEA customers who have a contract with Motorola for ClientPortal access. If Customer opts, in its sole discretion, to share such data with another customer, the sharing Customer thereby grants to the recipient customer the rights to use such data in accordance with the terms of VehicleManager or Client Portal, as applicable.
  1. LEA Customers. If Customer is an LEA, other similarly situated LEAs that collect their own LPR data and booking images may opt to share such data with Customer using VehicleManager. Additionally, Non-LEA Client Portal customers may also share their own LPR data with LEA Customer. Such LPR data or booking images generated by other LEAs or Non-LEA customers is considered Third-Party Data (as defined in the MCA), and shall be used by Customer only in connection with its use of VehicleManager. Third-party LPR data or booking data is governed by the retention policy of its respective owner, once the Third Party LPR or booking data has reached its expiration date will be deleted from VehicleManager/Client Portal in accordance with the retention terms of the sharing agency.
  2. Non-LEA Customers. If Customer is a non-LEA Customer, other similarly situated ClientPortal customers that collect their own LPR data may opt to share such data with Customer using ClientPortal. Such LPR data generated by other ClientPortal customers is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective ClientPortal customer, and shall be used by Customer only in connection with its use of ClientPortal. Third-party LPR data that has reached its expiration date will be deleted from ClientPortal in accordance with the retention terms of the sharing entity.
4. Motorola in its sole discretion may deny access to ClientPortal or VehicleManager to any individual based on such person’s failure to satisfy the requirements set forth hereunder. Customer will ensure no user logins are provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Motorola. Customer will be responsible for all of its



Authorized Users, and use of, ClientPortal or VehicleManager through use of Customer login credentials, including ensuring their compliance with this Addendum. Customer shall notify Motorola immediately if Customer believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Customer must notify Motorola immediately if Affiliate becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

5. Commercial Data Access. If Customer purchases a subscription to Commercial Data, then Customer shall execute and agree to the terms of Motorola's standard Data License Addendum.
6. CJIS Security Policy. Motorola agrees to support a law enforcement Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services ("**CJIS**") Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Document for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the "escort" within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

4. **VaaS Program Terms**. All hardware provided by Motorola to Customer under the LPR Product program will be considered "Equipment", as defined in the EPSLA, and constitutes a purchase of such Equipment subject to the terms of the EPSLA. Additionally, the following terms and conditions apply to any LPR Equipment purchased under the VaaS Program

1. **No-Fault Warranty**. Subject to the disclaimers set forth in the MCA and EPSLA, upon delivery of any Equipment purchased under the VaaS Program, Motorola will provide a No-fault Warranty to Customer for such Equipment that extends until the end of the Commitment Term (as defined below) applicable to such Equipment; except that the No-fault Warranty will not apply to: (i) any Equipment with intentionally altered or removed serial numbers, (ii) any other damages disclaimed under the MCA or EPSLA, or (iii) any Equipment that Motorola determines was changed, modified, or repaired by Customer or any third party. The "No-fault Warranty" means that Motorola will repair or replace any Equipment components or parts that render the applicable Equipment unable to perform its intended purpose.
2. **Commitment Term**. Customer accepts that following the delivery of any Equipment under the VaaS Program, Customer commits to a five (5) year subscription term for such Equipment at the rate provided in the Ordering Document (the "Initial Commitment Term"). If Customer, for any reason, terminates any of its obligations to Motorola prior to expiration of the applicable Commitment Term (as defined below), Customer will be subject to the payments described in Section 4.6.2 – Termination hereunder.
3. **Additional Devices**. Any additional Equipment, including any accessory items, ordered by Customer after Customers' initial purchase of Equipment hereunder may be subject to an incremental increase in Fees. In the event Customer orders additional LPR Equipment within the ninety (90) days immediately following its initial purchase, such Equipment will be included in and subject to the Initial Commitment Term. Any additional LPR Equipment purchased under the VaaS

Program subsequent to such ninety (90) day period, will commence an additional subscription term commitment for such Equipment of five (5) years (a “Subsequent Commitment Term”) with respect to the monthly Fee associated with such additional Equipment. For purposes of this Addendum, the Initial Commitment Term and each Subsequent Commitment Term are each also referred to herein as a “Commitment Term”.

4. Included Subscription Software.

1. Vigilant VehicleManager or Vigilant ClientPortal. Subject to **Section 4.6.1 – VaaS Term**, and the SSA, the VaaS Program provides Customer with a subscription to Vigilant VehicleManager or Vigilant ClientPortal, as specified in the Ordering Document, during the VaaS Term (as defined below). Following expiration of the applicable Commitment Term, if Customer desires to continue use of expired Equipment with the Vigilant VehicleManager or Vigilant ClientPortal, Customer must purchase additional access to Vigilant VehicleManager or Vigilant ClientPortal based on Motorola’s prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to such software.
2. CarDetector. Customer will receive a subscription to CarDetector during the VaaS Term, the use of which is subject to the SSA.

5. VaaS Program Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee yearly (each a “Subscription Year”), as set forth in an Ordering Document. If Customer orders any additional LPR Product(s) under the VaaS Program subsequent to the initial purchase by Customer, Fees for such additional LPR Product will be added to the yearly subscription Fee, and will be payable on the same Fee payment schedule as the initial LPR Products purchased by the Customer; provided, however, that for the first Subscription Year during which such additional LPR Product(s) is purchased, the subscription Fee for the applicable additional LPR Product(s) will be pro-rated based on the applicable number of days remaining in the such initial Subscription Year.

6. VaaS Term and Termination.

1. VaaS Term. Customer’s participation in the VaaS Program will commence upon the receipt of the LPR Products under the VaaS Program, and will continue through the end of the final Commitment Term hereunder (“the VaaS Term”). Following the end of any Commitment Term, Customer’s access to the Subscription Services with respect to the Equipment purchased relative to that Commitment Term will expire, and Customer must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to the Subscription Services at the prevailing rates. Motorola may, but has no obligation to retain Customer Data for expired Equipment beyond thirty (30) days following expiration of the applicable Commitment Term. For example, if Customer purchases 100 devices on January 1 of Year 1 of the Initial Commitment Term, and then 100 additional devices on January 1 of Year 3, on December 31 of Year 5 (i.e., the conclusion of the Initial Commitment Term), Customer’s access to the Subscription Services with respect to the first 100 devices will be discontinued,

and Customer must purchase extended access to the Subscription Services or transfer all Customer Data associated with the first 100 devices within thirty (30) days of expiration of the Initial Commitment Term. In the foregoing example, the access to Subscription Services for the second 100 devices purchase will extend until December 31 of Year 7.

2. Termination. The termination provisions applicable to VaaS Program will be those set forth in the MCA, EPSLA and SSA, as applicable. If Customer's participation in the VaaS Program is terminated for any reason prior to the end of the Initial Commitment Term or any Subsequent Commitment Term, Customer will pay the pro-rated remainder of the aggregate Equipment MSRP price (prevailing as of the time of delivery), calculated by multiplying the MSRP price of all LPR Product Equipment purchased under the VaaS Program by the percentage resulting from dividing the number of months remaining in the Commitment Term applicable to such Equipment by sixty (60). In the event Customer purchased Equipment on multiple dates, resulting in separate Commitment Terms for certain Equipment, the preceding calculation will be made relative to the applicable Commitment Term for each Equipment order. For example, if Customer purchased \$1,000 worth of Equipment on January 1 of Year 1 of the VaaS Term, and then \$1,000 worth of Equipment on January 1 of Year 2, and then Customer's VaaS Program terminates on December 31 of Year 3, Customer will be required to repay:  $\$1,000 \times (24/60) + \$1,000 \times (36/60)$ , which is equal to \$1,000 in the aggregate.
3. Post Termination Subscription Software Access. Upon completion of the VaaS Term, Customer may elect to purchase additional CLKs, at then current rates, for continued Vigilant CarDetector and/or Subscription Software access. If applicable, additional network costs, at then current rates, may apply. Any continued Software Subscription access shall continue to be governed by the MCA, SSA, and Vigilant Addendum.

5. Survival. The following provisions will survive the expiration or termination of this Vigilant Addendum for any reason: Section 1 – Addendum; Section 3 – Subscription Software; Section 4.41 – Vigilant VehicleManager or Vigilant ClientPortal; Section 4.5 – VaaS Payment; 4.6 – VaaS Term and Termination; Section 5 – Survival.



LOS ALAMOS

**INCORPORATED COUNTY OF LOS ALAMOS  
ORDERING DOCUMENT AND ADDENDUM TO  
COUNTY AGREEMENT AGR23-929**

This Addendum to the County Agreement AGR23-929 (this “Addendum”) modifies the Motorola Solutions Inc. (“Motorola”) Agreements’ (Motorola Solutions Customer Agreement (MCA), Equipment Purchase and Software License Agreement (EPSLA), Vigilant Addendum (“VA”), Subscription Software Addendum (SSA), Mobile Video Addendum (“MVA”), and Professional Services Addendum (PSA), and any other applicable agreement, as may be amended by Motorola (“Agreements”) terms and conditions between Incorporated County of Los Alamos, an incorporated county of the State of New Mexico (“County”) and Motorola Solutions, Inc., a Delaware corporation (“Contractor” or “Motorola”) (collectively “Parties”). To the extent any provisions of this Addendum are inconsistent with the terms and conditions of the Agreements, the provisions of this Addendum will prevail. All terms used but not defined herein shall have the meanings ascribed to them in the Agreements.

Except as modified by this Addendum, the Equipment and Services are provided subject to the terms and conditions of the Agreements. Any modifications hereto shall be in writing and executed by the Parties.

**WHEREAS**, terms and conditions of the Agreements may be inconsistent with or may cause County to violate certain County policies or federal, state, and local laws to which it is subject; and

**WHEREAS**, County is subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1, et seq., and has a duty to disclose documents used in the course of public business.

**NOW, THEREFORE**, and in consideration of the premises and covenants contained herein, the Parties agree to amend the Agreement as follows:

- 1. CONFIDENTIALITY AND PROTECTION OF INFORMATION AND DISCLOSURE OF RECORDS.** Contractor acknowledges and agrees that County is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1, et seq (“IPRA”) and any references to confidentiality in the Agreements that conflict with IPRA are hereby deleted and replaced with the following: “County shall use its best efforts to assure that its personnel, and any others afforded access to the delivered information, protect the delivered information against unauthorized use, disclosure, copying, and dissemination, and that access to the delivered information and each part thereof shall be strictly limited to the extent allowed by law. As required by law, Parties have a duty to disclose documents, including provision of any data which has been included in any documents, records, or communications. Any records which fall under the purview of the New Mexico Inspection of Public Records Act shall be retained by the Parties in conformance with those requirements.”
- 2. INDEMNIFICATION BY COUNTY:** Contractor acknowledges and agrees that County is prohibited by New Mexico law from indemnifying Contractor and any references to such indemnification by County in the Agreement are hereby deleted. Notwithstanding the foregoing, County acknowledges that under no circumstances is Contractor liable or responsible for the acts, omissions, or negligent conduct of the County or its employees

or it's authorized users.

3. **TERM AND TERMINATION:** Contractor acknowledges that New Mexico law prohibits the inclusion of clauses that automatically extend the duration of an agreement unless one party provides notice to terminate it within a specified time (a.k.a. "Automatic Renewals") and any references to such Automatic Renewals in the Agreement are hereby deleted and all references to the Term of the Agreement are hereby deleted and replaced with the following provision: "The term of this Agreement shall commence September 6, 2023 and shall continue through September 5, 2028 [5 years] ("Initial Term"), unless sooner terminated as provided herein. County may elect to extend this Agreement upon mutual agreement, in writing upon conclusion of the Initial Term. County may terminate this Agreement with or without cause upon ninety (90) calendar days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed, and any Equipment provided to the County at the rates set out in the Agreement. Additionally, County acknowledges that Consultant will not provide a pro-rata refund of any annual prepaid software subscription fees. Upon termination, Contractor shall refund any prepaid maintenance and support fees covering the remainder of the term after the effective date of termination. 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 the Agreement. The 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."
4. Section **4 VaaS Program Terms. of the Vigilant Addendum** is hereby deleted in its entirety.
5. Section **6 VaaS Program Terms** of the MVA is hereby deleted in its entirety.
6. Sections **12.1. Governing Law.** and **12.3 Litigation. Venue. Jurisdiction.** of the MCA is hereby deleted in its entirety and replaced with the following:

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

**IN WITNESS WHEREOF**, the Parties have executed this Addendum on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes concurrent with the effective date of the Agreement and shall remain in effect throughout the term of the Agreement, unless otherwise mutually agreed in writing by Parties.

**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**

**MOTOROLA SOLUTIONS, INC., A DELAWARE CORPORATION**

**BY:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_ **DATE**  
**TITLE:** \_\_\_\_\_



## Los Alamos Police Department

(50) Cap-Ex V300+(30) 5-Yr Video Mgr. Cloud Storage Los Alamos PD

08/15/2023

The design, technical, pricing, and other information ( " Information " ) furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ( " Motorola " ) and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

08/15/2023

Los Alamos Police Department  
2500 TRINITY DR  
LOS ALAMOS, NM 87544

RE: Motorola Quote for (50) Cap-Ex V300+(30) 5-Yr Video Mgr. Cloud Storage Los Alamos PD  
Dear Derrill Rodgers - Deputy Chief Purchasing Officer,

Motorola Solutions is pleased to present Los Alamos Police Department with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide Los Alamos Police Department with the best products and services available in the communications industry. Please direct any questions to David McNulty at [David.McNulty@motorolasolutions.com](mailto:David.McNulty@motorolasolutions.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

David McNulty



Billing Address:  
 LOS ALAMOS COUNTY POLICE  
 DEPT  
 2500 TRINITY DR  
 LOS ALAMOS, NM 87544  
 US

Quote Date:08/15/2023  
 Expiration Date:10/14/2023  
 Quote Created By:  
 David McNulty  
 David.McNulty@  
 motorolasolutions.com

End Customer:  
 Los Alamos Police Department  
 Derrill Rodgers - Deputy Chief Purchasing  
 Officer  
 derrill.rodgers@lacnm.us  
 (505) 709-5328

Payment Terms:30 NET

### Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
		VideoManager EL: Video Evidence Management					
1	WGC02001	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA*	50	5 YEAR	\$3,475.00	\$173,750.00	
2	WGC02002	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS*	30	5 YEAR	\$4,475.00	\$134,250.00	
3	WGW00122-400	ON-SITE DEPLOYMENT, TRAINING, CONFIGURATION AND PROJECT MANAGEMENT	1		\$5,000.00	\$5,000.00	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
4	WCM000111-020	INTEGRATION VIDEOMANAGER EL WITH MOTOROLA CAD/RMS*	1		\$0.00	\$0.00	
	V300						
5	WGB-0192A	V300 BODY WORN CAMERA, MOLLE LOCK MOUNT	50		\$995.00	\$49,750.00	3 YEAR
6	PRODUCT_REFRESH	VIDEO EQUIPMENT,PRODUCT REFRESH	1		\$49,750.00	\$49,750.00	
7	WGW00300-003	V300 NO FAULT WRRANTY	50	5 YEAR	\$865.00	\$43,250.00	
8	WGB-0142A	V300 IN-CAR WIFI BASE BUNDLE FOR 4RE	30		\$545.00	\$16,350.00	
9	WGA00640-KIT1	V300, USB DOCK, D300, DESK CHGR/UPLD KIT	25		\$200.00	\$5,000.00	
10	WGP02614	V300, BATT, 3.8V, 4180MAH	50		\$99.00	\$4,950.00	
11	WGB-0138A	V300 TRANSFER STATION II	2		\$1,495.00	\$2,990.00	
12	WGA00668-KIT	V300/V700 LOCKING MOLLE MNT WITH BWC BOX	10		\$50.00	\$500.00	
13	Incentive	Incentive Expiration Date: 09/29/2023	1		-\$39,000.00	-\$39,000.00	

**Grand Total**

**\$446,540.00(USD)**



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

## Pricing Summary

	Sale Price	
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$165,540.00	\$0.00
Year 2 Subscription Fee	\$70,250.00	\$0.00
Year 3 Subscription Fee	\$70,250.00	\$0.00
Year 4 Subscription Fee	\$70,250.00	\$0.00
Year 5 Subscription Fee	\$70,250.00	\$0.00
<b>Grand Total System Price</b>	<b>\$446,540.00</b>	<b>\$0.00</b>

### Notes:

- Additional information is required for one or more items on the quote for an order.
- This quote contains items with approved price exceptions applied against them.
- NASPO Contract Number OK-MA-145-010 SW1057W

Purchasing off of the NASPO contract saves you shipping costs, but more importantly, it allows you the opportunity to purchase from a pre-negotiated contract, allowing you to avoid the RFP process altogether.

Approximate Product & Services Delivery Lead Times:

Body-Worn Cameras (BWC) & In-Car Video Systems (ICV) Shipment After Receipt of Order (ARO): 6-12 weeks

Deployment & Commissioning (after receipt of product shipment): 12-16 weeks

Total Lead Time: 18-28 weeks ARO

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.





Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

## V300 BODY-WORN CAMERA SOLUTION DESCRIPTION

The V300 Body-Worn Camera captures clear video and audio of every encounter from the user's perspective. Its continuous-operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review.

The V300 is easy to operate, with four control buttons. Its built-in Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats over manually activating their camera.



### KEY FEATURES OF THE V300

- **Detachable Battery** - The V300's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. And since batteries can charge without being attached to a camera, they can be kept fully charged and ready to go in a dock for use. This feature is especially helpful for agencies that share cameras among multiple officers.
- **Wireless Uploading** - Recordings made by the V300 can be uploaded to your agency's evidence management system via WiFi or LTE networks. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Data Encryption** - The V300 uses FIPS-140-2 compliant encryption at rest and in transit. This ensures that recordings made by your agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** - Our patented Record-After-the-Fact® technology records even when the recording function isn't engaged. These recordings are uploaded to the evidence management system and allow users to review important evidence that was captured days before.
- **Natural Field of View** - The V300 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process.
- **SmartControl Application** - Motorola's SmartControl Application allows V300 users to tag and preview video, livestream from the camera to the app, adjust vertical field of view, and change camera settings. This application is available for iOS and Android.
- **In-Field Tagging** - The V300 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the camera or via smartphone application. This is made easier in conjunction with an integrated in-car video recording system.
- **Auto Activation** - Multiple paired V300 cameras and in-car systems can form a recording group, which can automatically start recording when one of the group devices starts a recording. They can be configured to initiate group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V300 cameras can also collaborate on recordings without an in-car system, using similar triggers. Group recordings are uploaded and automatically linked in DEMS as part of one incident.



## V300 AND IN-CAR VIDEO INTEGRATION

The V300 integrates seamlessly with the M500 and 4RE In-Car Video System, capturing video of an incident from multiple vantage points. With these in-car video systems, all critical functions are never more than three taps away. This integration includes the following features:

- **Distributed Multi-Peer Recording** - Multiple V300 cameras and in-car systems can form a recording group and, based on configuration, automatically start recording when one of the group devices begins recording. Group recordings are uploaded and automatically linked in DEMS as part of one incident.
- **Automatic Tag Pairing** - Recordings captured by integrated in-car systems and V300 cameras can be uploaded to DEMS with the same tags automatically. From the in-car system's display, the videos can be saved under the appropriate tag category. The tag is then automatically shared with the V300 video and is uploaded as part of one incident, along with the officer's name.
- **Evidence Management Software** - When body-worn and in-car cameras both record the same incident, Motorola's evidence management software automatically links those recordings based on officer name, date, and time overlap associated with the devices.
- **Additional Audio Source** - The V300 can serve as an additional audio source when integrated with the in-car video system. The V300 also provides an additional view of the incident and inherits the event properties of the in-car system's record, such as officer name, event category, and more, based on configuration.

## V300 AND APX RADIO INTEGRATION

Motorola's APX two-way radios that are equipped with Bluetooth capability can pair with V300 Body-Worn Cameras to capture video evidence. When the APX's emergency mode button is pressed, the V300 is automatically triggered to capture video evidence. The recording will continue until stopped by the officer via the start/stop button on the V300 or group in-car video system.

## HOLSTER AWARE INTEGRATION

V300 integrates with Holster Aware, a holster sensor that automatically prompts the V300 to record the moment holstered equipment is drawn. All sensor and V300 associations can be managed within any DEMS. This sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V300.



## DOCKING STATIONS

The V300 has three docking options:



**Transfer Station** - The Transfer Station is built for large, multi-location agencies with large numbers of V300 cameras in service at any given time. It can charge up to eight fully assembled cameras or individual battery packs. Each of the eight docking slots includes an LED indication of battery charging status and upload status. While a V300 is being charged, the Transfer Station can automatically offload its recording to Evidence Management Solution via an integrated 10Gb/1Gb connection to the local area network (LAN). The Transfer Station connects directly to the local area network for fast offload of recorded events to storage while charging the camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.



**USB Base** - The USB Base charges the battery of a single V300 camera or a standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer, with 12V or a USB connection for power. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car. When connected to a laptop or desktop, the USB Base can be used to upload recordings to an evidence management system, receive firmware and configuration updates.



**Wi-Fi Base** - The Wi-Fi Base is mounted in the vehicle. It facilitates V300 upload of evidence to evidence management system, firmware updates, communication between V300 and in-car group devices, charges fully assembled V300 cameras or individual battery packs and more. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car.



## VIDEO EVIDENCE STATEMENT OF WORK

### Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work (“SOW”) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. (“Motorola”) system as presented in this offer to the Customer (hereinafter referred to as “Customer”). For the purposes of this SOW, Motorola may include our affiliates, subcontractors, and third-party partners, as the case may be.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with direct network access sufficient to enable Motorola to fulfill its delivery obligations.

The number and type of software or subscription licenses, products, or services provided by or on behalf of Motorola are specifically listed in the Agreement and any reference within this SOW, as well as subcontractors’ SOWs (if applicable), does not imply or convey a software or subscription license or service that is not explicitly listed in the Agreement.

### AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following execution of the Agreement.

Following the conclusion of the Welcome/IT Call, Motorola project personnel will communicate additional project information via email, phone call, or additional ad- hoc meetings.

Motorola utilizes Google Meet as its teleconference tool. If Customer desires a different teleconference tool, Customer may provide a mutually agreeable alternate tool at Customer expense.

### PROJECT MANAGEMENT TERMS

The following project management terms are used in this SOW. Since these terms may be used differently in other settings, these definitions are provided for clarity.

**Deployment Date(s)** refers to any date or range of dates when implementation, configuration, and training will occur. The deployment date(s) is subject to change based on equipment or resource availability and Customer readiness.

### COMPLETION CRITERIA

Motorola Integration Services are complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in the deployment checklist. Certain Customer tasks, such as hardware installation activities identified in Section 1.9 of this SOW, must be completed prior to Motorola commencing with its delivery obligations. Customer will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five business days of task completion or receipt of a deliverable, whichever may be applicable.





Service completion will be acknowledged in accordance with the terms of the Agreement and the Service Completion Date will be memorialized by Motorola and Customer in a writing signed by both parties.

## PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

### MOTOROLA PROJECT ROLES AND RESPONSIBILITIES

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies, Motorola's project team will provide services remotely via teleconference, web-conference, or other remote method in fulfilling its commitments as outlined in this SOW.

The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project at the discretion of and under the direction of the Project Manager.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and testing required to deliver a high-quality, feature-rich system.

#### Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for Motorola. The Project Manager's responsibilities include the following:

- Host the Welcome/IT Call.
- Manage the Motorola responsibilities related to the delivery of the project.
- Coordinate schedules of the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

#### System Technologists

The Motorola System Technologists (ST) will work with the Customer project team on system provisioning. ST responsibilities include the following:

- Provide consultation services to the Customer regarding the provisioning and operation of the Motorola system.
- Provide provisioning and training to the Customer to set up and maintain the system.
- Complete the provisioning ownership handoff to the Customer.



- Complete the project-defined tasks as defined in this SOW.
- Confirmation that the delivered technical elements meet contracted requirements.
- Engagement throughout the duration of the delivery.

### Technical Trainer / Instructor

The Motorola Technical Trainer / Instructor provides training either on-site or remote (virtual) depending on the training topic and deployment type purchased. Responsibilities include:

- Review the role of the Learning eXperience Portal (“LXP”) in the delivery and provide Customer Username and Access Information.

## CUSTOMER PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

The success of the project is dependent on early assignment of key Customer resources. In many cases, the Customer will provide project roles that correspond with Motorola’s project roles. It is critical that these resources are empowered to make decisions based on the Customer’s operational and administration needs. The Customer’s project team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project. In some cases, one person may fill multiple project roles. The project team must be committed to participate in activities for a successful implementation. In the event the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

### Project Manager

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third-party vendors that are the Customer’s subcontractors. In the event the project involves multiple locations, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager’s responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer project team, including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements in this SOW and identified in the Welcome/IT Call.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
- Approve a deployment date offered by Motorola.
- Monitor the project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors’ readiness ahead of the deployment date.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for the system and one or more representative(s) from the IT department.

- Identify the resource with authority to formally acknowledge and approve change orders, completion of work, and payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Identify and manage project risks.
- Point of contact to work with the Motorola System Technologists to facilitate the training plan.

### **IT Support Team**

The IT Support Team (or Customer designee) manages the technical efforts and ongoing tasks and activities of their system. Manage the Customer-owned provisioning maintenance and provide required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface.

The IT Support Team responsibilities include the following:

- Participate in overall delivery and training activities to understand the software, interfaces, and functionality of the system.
- Participate with the Customer subject matter experts during the provisioning process and training.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.
- Implement changes to Customer owned and maintained infrastructure in support of the Evidence Management System installation.

### **Subject Matter Experts**

The Subject Matter Experts (SME or Super Users) are the core group of users involved with delivery analysis, training, and the provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, etc.), and should be empowered to make decisions related to provisioning elements, workflows, and department policies related to the Evidence Management System.

### **General Customer Responsibilities**

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for the following:

- All Customer-provided equipment, including hardware and third-party software, necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, camera equipment and the like.
- Configuration, maintenance, testing, and supporting the third-party systems the Customer operates which will be interfaced to as part of this project.
- Communication between Motorola and Customer's third-party vendors, as required, to enable Motorola to perform its duties.



- Active participation of Customer SMEs in project delivery meetings and working sessions during the course of the project. Customer SMEs will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

## PROJECT PLANNING

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of project-specific information in order to set clear project expectations and guidelines, and set the foundation for a successful implementation.

### WELCOME/IT CALL - TELECONFERENCE/WEB MEETING

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The agenda will include the following:

- Review the Agreement documents.
- Review project delivery requirements as described in this SOW.
- Provide shipping information for all purchased equipment.
- Discuss deployment date activities.
- Provide assigned technician information.
- Review IT questionnaire and customer infrastructure.
- Discuss which tasks will be conducted by Motorola resources.
- Discuss Customer involvement in provisioning and data gathering to confirm understanding of the scope and required time commitments.
- Review the initial project tasks and incorporate Customer feedback.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or contractors. Required fingerprints will be submitted on Motorola provided FBI FD-258 Fingerprint cards.
- Review the On-line Training system role in project delivery and provide Customer User Name and Access Information.
- Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).
- Discuss Customer obligation to manage change among the stakeholder and user communities.
- Review deployment completion criteria and the process for transitioning to support.

### Motorola Responsibilities

- Host Welcome/IT Call.
- Request the attendance of any additional Customer resources that are instrumental in the project's success, as needed.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Provide Customers with steps to follow to register for Online Training.
- Request user information required to establish the Customer in the LXP.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

### Customer Responsibilities

Complete the Online Training registration form and provide it to Motorola within ten business days of the Project Planning Session.

- Review the received (as part of order) and completed IT questionnaire.
- Provide a customer point of contact for the project.
- Provide data for completing the policy validation form.
- Provide LXP user information as requested by Motorola.
- Verify Customer Administrator(s) have access to the LXP.

### Motorola Deliverables

- Welcome Call presentation and key meeting notes
- Send an email confirming deployment date and ST assigned email
- Communicate with the Customer via email confirming shipment and tracking information.
- Instruct the Customer on How to Register for Training email.
- Provide and review the Training Plan.

## SOLUTION PROVISIONING

Solution provisioning includes the configuration of user configurable parameters (unit names, personnel, and status codes). The system will be provisioned using Motorola standard provisioning parameters and will incorporate Customer-specific provisioning.

### IN-CAR VIDEO PROVISIONING SCENARIO

If in-car video is a part of the system, the Motorola Application Specialist will complete the following provisioning tasks.

#### Motorola Responsibilities

- Conduct a remote review of the standard provisioning database with the Customer prior to the start of provisioning.
- Provide and review the Provisioning Export Worksheets with the Customer.
- Conduct a conference call with the Customer to review the completeness of the Provisioning Export Worksheets prior to the start of provisioning.

### BODY WORN CAMERA PROVISIONING SCENARIO

If body worn cameras are a part of the system, the provisioning of the in-car system will generally follow the completion of the base in-car video provisioning.

#### Motorola Responsibilities

Configure transfer stations for connectivity to the evidence management server.

- Configure devices within the evidence management system.
- Check out devices and create a test recording.



- Verify successful upload from devices after docking back into the transfer station or USB dock.

## SOFTWARE INSTALLATION

### ON-SITE SOFTWARE INSTALLATION

Client software will be installed on one workstations and up to 5 mobile devices to facilitate provisioning training to Customer personnel. Customer will complete software installation on the remaining workstations and cameras.

#### Motorola Responsibilities

- Verify system readiness.
- Request client software.
- Deliver the pre-installation preparation checklist.
- Provide instruction on client software installation and install client software on one workstation and up to five mobile devices.
- Total of training overview sessions shall not exceed 4 hours.
- Provide instruction on client software deployment utility.

#### Customer Responsibilities

- Provide and install workstation/mobile device hardware in accordance with specifications.
- Assign personnel to observe software installation training.
- Complete installation of client software on remaining workstations and mobile devices.
- Attend onsite deployment training sufficient to enable user proficiency.
- Complete online training.

#### Motorola Deliverables

- Provide a pre-installation preparation checklist.
- Provide installation guide.
- Provide training overviews on hardware/software and system administration for customers during deployment dates.

## INFRASTRUCTURE VALIDATION

Hardware will be installed on the network to facilitate provisioning, testing, and will be used to provide instruction to Customer personnel after the complete software installation.

#### Motorola Responsibilities

- Verify that the server is properly racked and connected to the network.
- Verify that access points are properly installed and connected to the network.
- Verify that transfer stations are connected to the network and configured.

#### Customer Responsibilities



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Verify that the server network has access to the internet for software installation and updates.
- Verify that the network routing is correct for the transfer stations and access points to communicate with the server.
- Verify that the client computers can access the server on the required ports.

## HARDWARE INSTALLATION

Physical installation of hardware (i.e. servers, cameras, Access Points, WiFi docs, etc.) is not included in the standard scope of the solution. If a custom quote for installations is included in this purchase, Motorola will manage the subcontractor and their deliverables as part of this SOW. Customers who perform or procure their own installations assume all installation responsibilities including cost, oversight and risk.

## SYSTEM TRAINING

Motorola training consists of both computer-based (online) and instructor-led (on-site or remote). Training delivery methods vary depending on course content. Self-paced online training courses, additional live training, documentation, and resources can be accessed and registered for on the Motorola's LXP.

### ONLINE TRAINING

Online training is made available to the Customer via Motorola's LXP. This subscription service provides the Customer with continual access to our library of online learning content and allows users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. This training modality allows the Customer to engage in training when convenient.

A list of available online training courses can be found in the Training Plan.

### Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Create and maintain user role Learning Paths defined by the Customer.
- Install security patches when available.
- Provide technical support for user account and access issues, base system functionality, and Motorola Solutions-managed content.
- Monitor the Learning Subscription server. Provide support for server incidents.

### Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- The customer's primary LXP administrator should complete the following self-paced training: LXP Introduction online course (LXP0001), LXP Primary Site Administrator Overview online course (LXP0002), and LXP Group Administrator Overview (LXP0003)
- Advise agency learners of the availability of training via the LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.



- Order and maintain subscriptions to access Motorola's LXP.
- Contact Motorola Solutions to engage Technical Support when needed.

#### **Motorola Deliverables**

- LXP Enable

#### **INSTRUCTOR-LED TRAINING (ONSITE AND REMOTE)**

A list of Instructor-Led and Virtual Instructor-Led courses can be found in the Training Plan.

#### **Motorola Responsibilities**

- Deliver User Guides and training materials in electronic .PDF format.
- Perform training in accordance with the Training Plan.
- Provide Customer with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

#### **Customer Responsibilities**

- Supply classrooms with a workstation for the instructor (if Onsite) and at least one workstation for every student based on the requirements listed in the Training Plan.
- Designate training representatives who will work with the Motorola trainers in the delivery of training.
- Conduct end user training in accordance with the Project Schedule.

#### **Motorola Deliverables**

- Electronic versions of User Guides and training materials.
- Attendance Rosters.
- Technical Training Catalog.

## **FUNCTIONAL VALIDATION AND PROJECT CLOSURE**

The objective of Functional Validation is to demonstrate the features and functions of the system in the Customer's provisioned environment. The functional demonstration may not exercise all functions of the system, if identified as not being applicable to the Customer's operations or for which the system has not been provisioned. The functional demonstration is a critical activity that must occur following the completion of provisioning.

#### **Motorola Responsibilities**

- Conduct a power on functional demonstration of the installed system per the deployment checklist
- Manage to resolution any documented punch list items noted on the deployment checklist.
- Provide trip report outlining all activities completed during the installation as well as outstanding follow up items
- Provide an overview of the support process and how to request support.
- Walk through support resources, web ticket entry and escalation procedures.
- Provide a customer survey upon closure of the project.

#### **Customer Responsibilities**





- Witness the functional demonstration and acknowledge its completion via signature on the deployment checklist.
- Participate in prioritizing the punch list.
- Coordinate and manage Customer action as noted in the punch list.
- Provide signatory approval on the deployment checklist providing Motorola with final acceptance.
- Complete Customer Survey.



**Budget Office Revision 2024-13**

	<b>Fund &amp; Department</b>	<b>Org</b>	<b>Object</b>	<b>Revenue (decrease)</b>	<b>Expenditures (decrease)</b>	<b>Transfers In(Out)</b>	<b>Fund Balance (decrease)</b>
1	General Fund/ LAPD	01165220	8***		\$90,000		\$ (90,000)
2							
3							\$ -
4							\$ -
5							\$ -
6							\$ -
7							\$ -
8							\$ -
9							\$ -
10							\$ -
<b>Description: Carryover of funds to support Agreement # 23-929 for Body Worn Cameras, In Car Video Systems and Storage Solution Services.</b>							
<b>Fiscal Impact: 90,000</b>							



# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Staff Report

September 05, 2023

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**Agenda No.:** B.

**Index (Council Goals):** Quality Governance - Communication and Engagement; Quality of Life - Mobility

**Presenters:** Keith Lepsch, Councilor and Juan Rael, Public Works Director

**Legislative File:** 17713-23

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### Title

Board/Commission Appointment- Transportation Board

### Recommended Action

I nominate Karen Edwards and move that Council appoint her to fill one (1) vacancy on the Transportation Board for a term beginning on March 1, 2023 and ending on February 28, 2025.

### Body

This seven-member board has staggered two-year terms beginning March 1 and ending February 28. The current Transportation Board Member Roster is shown on Attachment A. There are currently two vacancies.

Party affiliations are noted as [D] Democrat, [R] Republican, [I] Independent, [G] Green, [L] Libertarian, [DTS] Declined to State, and [N] Not Registered to Vote. The nominee's party affiliation has been verified with the Clerk's Office. Appointing the nominee will not violate the County Charter restriction concerning political party majorities on Boards and Commissions.

Karen Edwards was interviewed by an interview committee on August 21, 2023. The interview committee recommends appointing Karen Edwards [R].

The interview committee consisted of the following:

Council Liaison: Keith Lepsch

Board Chair: Matt Heavner

Public Works Director: Juan Rael

### Attachments

A - Transportation Board Member Roster

B - Application and Interview Packet for Karen Edwards

C - Interview Panel Recommendations



**Board Roster**



**Michael R Altherr**

**1st Term** Mar 01, 2022 - Feb 28, 2024

**Appointing Authority** County Council

**Position** TB3

**Office/Role** Member

**Category** Democrat



**Michael A Dolejsi**

**1st Term** Mar 01, 2022 - Feb 28, 2024

**Appointing Authority** County Council

**Position** TB2

**Office/Role** Vice Chair

**Category** Democrat



**David North**

**2nd Term** Mar 01, 2022 - Mar 01, 2024

**Appointing Authority** County Council

**Position** TB1

**Office/Role** Member

**Category** Libertarian



**Matthew Heavner**

**2nd Term** Mar 01, 2023 - Feb 28, 2025

**Appointing Authority** County Council

**Position** TB5

**Office/Role** Chair

**Category** Democrat



**Georgia W Strickfaden**

**2nd Term** Mar 01, 2023 - Mar 01, 2025

**Appointing Authority** County Council

**Position** TB4

**Office/Role** Member

**Category** DTS



**Vacancy**



**Vacancy**

## 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 Mary Tapia at 505-662-8040.*

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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.

### Which Boards would you like to apply for?

---

Transportation: Not Submitted

Karen

First Name

Edwards

Last Name

Middle Initial

[Redacted]

Street Address

[Redacted]

City

[Redacted]

Email Address

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

[Redacted]

Suite or Apt

[Redacted]

State

[Redacted]

Postal Code

### Registered to vote in Los Alamos?

---

Yes  No

### Party affiliation as registered: (Select one of the following) \*

---

Republican

**How long have you lived in Los Alamos County?**

---

57 years

**How did you learn of this Board/Commission vacancy?**

---

LAC notice

**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.)**

---

N/A

---

### **Community Service**

**List boards, commissions, committees, and organizations on which you are currently serving or have served. Include any offices held.**

---

I have worked with numerous boards and committees, county, and statewide. In the early 2000s I worked with a group known as LA walks, which address to walk ability strategies for our town. I also had the opportunity to work with the focus group along side, then L a bus Director, Mike Davis to put the existing system into place. My current volunteer activities, revolve around working with underserved populations, including the visually impaired and children in the foster care system. I work with a local group called canes in canines, and M a trained court appointed, special advocate , for New Mexico's first judicial District Court. I have served on a number of boards and commissions, including a governor-appointed position with the New Mexico Commission for the Blind. My employment experience includes working as a human resources administrator with Los Alamos national laboratory where I coordinated work life programs for employees.

---

### **Employment and Education**

**List your current and past employment experience.**

---

My employment experience includes working as a human resources administrator with Los Alamos national laboratory where I coordinated work life programs for employees.

**List your current and past education including any professional or vocational licenses or certificates.**

---

---

### **Interests & Experiences**

**Why would you like to serve on this particular Board or Commission?**

---

I wish to serve on the transportation board because I am an active user who is still learning about all that our local service has to offer. I have been a resident of Los Alamos county since 1966 and wish to contribute my time and energy to a county program that has contributed greatly to my own life. I would appreciate the opportunity to provide input into enhancing an already excellent community service, by focusing on accessibility issues for the disabled, and on those who may be underserved populations in the community. I would like to see a dedicated program that could be offered by Atomic Transit Service to new users of the service. I would like to learn more about how users of the atomic city service connect with other regional transportation services in an effective manner.

**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 have worked with numerous boards and committees, county and statewide. In the early 2000s I worked with a group known as LA Walks, which address to walk ability strategies for our town. I also had the opportunity to work with the focus group along side, the LA bus director Mike Davis to put the existing system into place.

**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 not had any direct or indirect involvement with the Board or Commission or County staff or County Councilors.

**What volunteer or professional activities have you participated in that could apply to this appointment?**

---

I have worked with numerous boards and committees, county, and statewide. In the early 2000s I worked with a group known as LA walks, which address to walk ability strategies for our town. I also had the opportunity to work with the focus group along side, then L a bus Director, Mike Davis to put the existing system into place. By current volunteer activities, revolved around working with underserved populations, including the visually impaired and children in the foster care system. I work with a local group called canes in canines, and M a trained court appointed, special advocate , for New Mexico's first judicial District Court.

**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?**

---

I am able and willing to commit the needed hours of 15 to 20 per month necessary to complete training and other duties associated with a volunteer.

**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?**

---

I am not aware of matters being discussed by the board with which I am involved.

---

**General**



**Have you ever worked for Los Alamos County?**

Yes  No

**If yes, please list dates and department.**

**Are you related to any employee of Los Alamos County?**

Yes  No

**If yes, please indicate name and relationship.**

**Are you aware of any potential conflicts of interest in connection to your occupation or financial holdings in relation to your responsibilities as a member of the advisory body to which you seek appointment?**

Yes  No

**If yes, please indicate any potential conflicts.**

NA

**Are you aware of the time commitment necessary to fulfill the obligations of the Board or Commission to which you seek appointment?**

Yes  No

**Can you commit to approximately 10-15 hours per month to this Board or Commission to prepare for and attend monthly meetings and training as needed?**

Yes  No

**Are you willing to participate in Board and Commission meetings that are recorded and may be live-streamed?**

Yes  No

**Are you willing to have your name listed on the County Boards and Commissions public webpage?**

Yes  No

If you have any questions, please contact Adrienne Lovato at 505-662-8293 or Victoria Pacheco at 505-663-3483



**County Manager's Office  
BOARD & COMMISSION INTERVIEW QUESTIONS**

Karen Edwards  
Applicant's Name

Transportation Board  
Board or Commission

Keith Lepsch  
Interviewer Name

August 21, 2023 at 11:00am  
Date/Time of Interview

Interview Conducted:  
 Personally  
 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>Involved in Low vision community court advocate for <del>low</del> low vision community as special ladybug 3 children Diverse experience</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>Staffing Find people to fully staff everything EQ eating Buss Route Bignificantly affects low vision community</p>
3	<p>How do you perceive the role of County Boards and Commissions in local government?</p> <p>conduit from citizens to leaders fiduciary check &amp; balance</p>
4	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p>appreciate that Board members do research ahead of time encourage participation</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>Learn from them Dialogue</p>

Revised 10/1/2014

Juan Justified Bridne

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 style="text-align: center;">focus on vision &amp; mobility impaired population</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 style="text-align: center;">not very 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 style="text-align: center;">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 style="text-align: center;">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 style="text-align: center;">NO</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>

Notes:



**County Manager's Office  
BOARD & COMMISSION INTERVIEW QUESTIONS**

Karen Edwards  
Applicant's Name

Transportation Board  
Board or Commission

Matt Heavner  
Interviewer Name

August 21, 2023 at 11:00am  
Date/Time of Interview

Interview Conducted:  
 X  Personally  
    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><i>new Up in LA (moved here in 1960s) UMSU, 3 kid - Lots of Bus Riding, Lab/HR, 12 yrs Public Speaking, Business Bkgrd, Lots of HR Projects, Lots of Volunteer Teaching Prep, Community Network Engagement, Family Strength, Coop Ext, LA walks</i></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><i>Staffing (lot of ATC Routes)</i></p>
3	<p>How do you perceive the role of County Boards and Commissions in local government?</p> <p><i>Important conduit for <u>Communications</u></i></p> <p><i>Checks + Balances</i></p> <p><i>Citizens ↔ County Staff                   ↔ Council</i></p>
4	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p><i>Well organized / Agenda / Meeting / Enthusiasm Come Prepared / County // External Interface</i></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><i>Enthusiasm / <u>Communications</u> Learn / Dialog / Listen Come Prepared</i></p>

*Canyon  
Rim  
Bus  
System  
Work*

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>Court Appointed Advocate (District 1, child)          Transportation Is Key For Disability Non-Drive Independence</p> <p>Enthusiasm          Creativity          Tenacity</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>Not In Detailing</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>Absolutely</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> <p>_____</p>
12	<p>Do you have any questions for the interview panel?</p> <p>who on The Board?</p>

Notes:

## County Manager's Office BOARD & COMMISSION INTERVIEW QUESTIONS

Karen Edwards	Transportation Board	
Applicant's Name	Board or Commission	
Juan Rael	August 21, 2023 at 11:00am	Interview Conducted:
Interviewer Name	Date/Time of Interview	<input checked="" type="checkbox"/> Personally
		<input type="checkbox"/> 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><i>Business + Special Pathology</i>  <i>Grew up in Los Alamos, NM. BS + Masters. Raised 3 daughters in L.A. worked for</i>  <i>lab in HR, 12 yrs. Retired to be w/ children. Public speaking, Natl. Federation of the Blind.</i>  <i>LA walks</i>  <i>Volunteer work, teaching jobs. Low Vision Group, council for kids about senses.</i></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><i>Staffing, need to keep digging to find more staff. we rate</i>  <i>Board- recruit mix of board members, broad perspective.</i></p>
3	<p>How do you perceive the role of County Boards and Commissions in local government?</p> <p><i>Important conduit of communication, staff, councilors</i>  <i>Provide checks + balances to be good fiduciary</i>  <i>Boards to be spot on people</i></p>
4	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p><i>Appreciate a well organized meeting w/ an agenda.</i>  <i>I like to get people to the meetings, keeping enthusiasm going.</i></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><i>Learn from them + dialogue a lot. Sometimes we don't utilize</i>  <i>volunteers enough. Being out in community. likes to write + speak</i></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><i>Court appointed advocate role. makes a difference transportation is an important part of peoples life. Greatest contribution is my enthusiasm.</i></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><i>Not as familiar as would like</i></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><i>Absolutely, get to give &amp; receive</i></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><i>NO</i></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><i>No</i></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><i>Quite comprehensive.</i></p>
12	<p>Do you have any questions for the interview panel?</p> <p><i>Current board members</i></p>

Notes:

## Interview Panel Recommendations

**Date: August 21, 2023**

**Board or Commission: Transportation Board**

**Interview Panel:**

Name: Keith Lepsch (Council Liaison)

Name: Matt Heavner (Chair)

Name: Juan Rael (Staff Liaison)

**Applicants Interviewed:**

Name: Karen Edwards

Date of Interview: August 21, 2023

**Interview Panel Recommendations:**

The interview panel would like to recommend the following applicant for appointment to the Transportation Board

Name: Karen Edwards - Term: March 1, 2023 – February 28, 2025

**Other information for Council:**

N/A





# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Staff Report

September 05, 2023

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**Agenda No.:** C.

**Index (Council Goals):**

**Presenters:** Helen Perraglio, Chief Financial Officer and Erika Thomas, Budget and Performance Manager

**Legislative File:** 17714-23

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### Title

Adoption of Property Tax Rates for Calendar Year 2023 as Certified by the State Department of Finance and Administration

### Recommended Action

**I move that Council adopt the official 2023 Certificate of Property Tax Rates prepared by the State Department of Finance and Administration, Local Government Division shown in Attachment A and forward notification of this adoption to the County Assessor.**

### County Manager's Recommendation

The County Manager recommends that Council approve the certificate of property tax rates as requested.

### Body

In accordance with 7-3-38, NMSA 1978, the State of New Mexico Department of Finance and Administration (DFA) must calculate and certify property tax rates for all taxing entities within the State by September 1st of each year. The attached copy of the Certificate of Tax Rates from DFA (Attachment A) provides the 2023 property tax rates as calculated for all governmental units within the County sharing in the total tax levy and in accordance with the Property Tax Code.

The state statutes (7-38-34, NMSA, 1978) require that within five days of receipt of the order, the Board of County Commissioners (our County Council) issue a written order imposing the tax at the rates certified by DFA and set the net taxable value of property allocated to the appropriate governmental units. Tonight's meeting is the first opportunity for Council to consider the tax rates since receipt of the attached letter. A copy of that order is to be delivered immediately to the County Assessor for preparation of the tax schedule before October 1st.

**The County has to adopt rates within 5 days of receipt from DFA, and at the time of publishing this agenda the rates have not been made available, therefore Attachments will be prepared and handed out the night of the Council meeting.**

Attachment B compares changes in the residential and non-residential mill levy rates for tax years 2022 and 2023. Attachment B also shows examples of the total taxes due on various levels of property within the County. Individual taxpayers should not assume that their tax bills will change by the same percentage shown on attachment B because changes in individual property valuation are not constant and will affect individual tax bills.

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## **Alternatives**

State law does not appear to provide an alternative to this Council action .

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

Attachment B shows County total revenue projected from these rates based upon a 99.61% collection factor. After the schedule is delivered, the Accounts Receivable staff will prepare tax bills and mail them before November 1, 2023. The first installment of the bills becomes delinquent after December 9, 2023 and the second installment after May 14, 2024. These are normal work items in the Assessor's Office and the Finance Division.

## **Attachments**

**At the time of publishing this agenda the rates have not been made available, therefore Attachments will be prepared and handed out the night of the Council meeting.**

A - Certificate of 2023 Property Tax Rates

B - Property Taxes - Comparison of Rates, Values and Revenues - Tax Years 2022 and 2023

C - Property Taxes - Imposed Rates vs. Levied Rates



# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Staff Report

September 05, 2023

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**Agenda No.:** D.

**Index (Council Goals):** Quality Governance - Fiscal Stewardship

**Presenters:** Helen Perraglio, Chief Financial Officer and Erika Thomas, Budget and Performance Manager

**Legislative File:** 17715-23

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### Title

State of New Mexico Department of Finance and Administration Approval of the FY2024 Los Alamos County Budget

### Body

Local budgets approved by the Local Government Division of the New Mexico Department of Finance and Administration (DFA) are required by State Statute to be made a part of the minutes of that local body. Therefore, the letter with the approved budget from DFA is being provided here so that it may be incorporated into the minutes. No further Council action is required

DFA required a change to the Law Enforcement Protection Fund increasing the adopted budgeted revenues and expenditures by \$89,690 to match the grant award for FY 2024 and carryover amount from FY 2023. The increase and carryover will be reflected in the carryover request presented to council on September 29, 2023.

The total FY2024 adopted expenditure budget approved by DFA is \$382,171,491 vs approved budget by Council on April 24, 2023 with total expenditures of \$382,081,801. The difference is the \$89,690 ( Carry over amount is \$77,728 and Grant increase from submitted budget is 11,962).

### Attachments

- A - State Budget Approval Letter FY2024
- B - Los Alamos County Budget by Fund



**New Mexico**  
**Department of Finance**  
**and Administration**

**407 Galisteo St,**  
**Santa Fe, NM 87501**  
**(505) 827-4985**

**Governor Michelle Lujan Grisham**  
**Cabinet Secretary Wayne Propst**

**Local Government Division**  
**Wesley Billingsley, Division Director**

August 19, 2023

The Honorable Denise Derkacs  
Los Alamos County  
1000 Central Ave. Suite 300  
Los Alamos, NM 87544

Dear Honorable Chairman Derkacs:

The final budget for your local government entity for Fiscal Year 2023-2024, as approved by your governing body, has been examined and reviewed. The Department of Finance and Administration, Local Government Division (LGD) finds it has been developed in accordance with applicable statutes and budgeting guidelines, and sufficient resources appear to be available to cover budgeted expenditures. In addition, the *Budget Certification of Local Public Bodies* rule, 2.2.3 NMAC, requires that your entity's audit or "Agreed Upon Procedures" (per the *Tier System Reporting* rule, 2.2.2.16 NMAC) for Fiscal Year 2022 should have been submitted to the Office of the State Auditor as of this time. LGD's information indicates that you are in compliance with this requirement. Therefore, in accordance with Section 6-6-2E NMSA 1978, the LGD certifies your entity's final Fiscal Year 2023-2024 budget.

Please take note that state statute requires all revenue sources be expended only for public purposes, and if applicable, in accordance with the Procurement Code, Chapter 13, Article 1, NMSA 1978. Use of public revenue is governed by Article 9, Section 14 of the Constitution of the State of New Mexico, commonly referred to as the anti-donation clause.

Budgets approved by the LGD are required to be made a part of the minutes of your governing body according to Section 6-6-5 NMSA 1978. In addition, Section 6-6-6 NMSA 1978 provides that the approved budget is binding on local officials and governing authorities; and any official or governing authority approving claims or paying warrants in excess of the approved budget or available funds will be liable for the excess amounts.

**Finally, as required by Section 6-6-2H NMSA 1978, LGD is required to approve all budget increases and transfers between funds not included in the final approved budget via submission on the Local Government Budget Management System (LGBMS).**

If you have questions regarding this matter, please call Kathleen Coates of my staff at 505-487-3907, or via email at [Kathleen.coates@dfa.nm.gov](mailto:Kathleen.coates@dfa.nm.gov).

Sincerely,

DocuSigned by:

*Wesley Billingsley*

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Wesley Billingsley, Division Director  
Local Government Division

xc: file

**State of New Mexico  
Local Government Budget Management System (LGBMS)**

**Budget Recap - Fiscal Year 2023-2024  
Los Alamos County (Incorporated) - Final - Analyst**

Printed from LGBMS on 2023-08-15 14:17:34

Fund	Cash	Investments	Revenues	Transfers	Expenditures	Balance	Reserves	Adjusted Balance
11000 General Operating Fund	78,488,805.00	1,294,802.00	114,841,574.00	-20,558,673.00	88,723,641.00	85,342,867.00	7,393,636.75	77,949,230.25
20300 County Property Valuation	471,555.00	0.00	235,000.00	0.00	327,512.00	379,043.00	0.00	379,043.00
20400 County Road	131,212.00	0.00	450,000.00	0.00	500,000.00	81,212.00	0.00	81,212.00
20600 Emergency Medical Services	369.00	0.00	10,150.00	0.00	10,150.00	369.00	0.00	369.00
20900 Fire Protection	2,140,102.00	0.00	986,697.00	0.00	2,971,530.00	155,269.00	0.00	155,269.00
21100 Law Enforcement Protection	77,728.00	0.00	152,000.00	0.00	229,728.00	0.00	0.00	0.00
21200 Laws of 2022	0.00	0.00	12,000.00	0.00	12,000.00	0.00	0.00	0.00
21400 Lodgers' Tax	284,988.00	0.00	404,000.00	0.00	494,849.00	194,139.00	0.00	194,139.00
22000 Indigent Fund	2,148,535.00	0.00	3,309,115.00	650,000.00	3,283,466.00	2,824,184.00	0.00	2,824,184.00
22300 DWI Fund	81,925.00	0.00	115,344.00	11,700.00	135,175.00	73,794.00	0.00	73,794.00
22500 Clerks Recording & Filing Fund	209,832.00	0.00	29,000.00	0.00	26,700.00	212,132.00	0.00	212,132.00
26000 American Rescue Plan Act	1,863,647.00	0.00	50,000.00	0.00	1,434,833.00	478,814.00	0.00	478,814.00
27000 LG Abatement Opioid Fund	0.00	0.00	30,000.00	0.00	30,000.00	0.00	0.00	0.00
29900 Other Special Revenue	5,514,403.00	0.00	284,881.00	-370,000.00	5,429,284.00	0.00	0.00	0.00
39900 Other Capital Projects	50,424,924.00	35,895,454.00	77,749,380.00	16,006,422.00	74,553,922.00	105,522,258.00	0.00	105,522,258.00
40200 GRT Revenue Bond Debt Service	4,372,928.00	47,427.00	1,020.00	5,250,159.00	5,250,159.00	4,421,375.00	0.00	4,421,375.00
50200 Solid Waste Enterprise	3,552,202.00	914,159.00	9,748,438.00	0.00	9,999,735.00	4,215,064.00	0.00	4,215,064.00
50400 Airport Enterprise	2,033,678.00	0.00	94,598.00	657,326.00	785,327.00	2,000,275.00	0.00	2,000,275.00

<b>51600 Fire Enterprise</b>	0.00	0.00	48,494,007.00	-3,263,000.00	44,707,436.00	523,571.00	0.00	523,571.00
<b>52100 Joint Utility</b>	4,559,123.00	5,543,150.00	113,365,193.00	416,066.00	117,125,005.00	6,758,527.00	0.00	6,758,527.00
<b>53200 Transit Enterprise</b>	2,405,867.00	0.00	4,996,120.00	1,200,000.00	7,081,910.00	1,520,077.00	0.00	1,520,077.00
<b>69900 Other Internal Service</b>	13,807,489.00	9,371.00	19,955,372.00	0.00	19,059,129.00	14,713,103.00	0.00	14,713,103.00
<b>79900 Other Trust &amp; Agency</b>	241,440.00	28,274.00	0.00	0.00	0.00	269,714.00	0.00	269,714.00
<b>Totals</b>	<b>172,810,752.00</b>	<b>43,732,637.00</b>	<b>395,313,889.00</b>	<b>0.00</b>	<b>382,171,491.00</b>	<b>229,685,787.00</b>	<b>7,393,636.75</b>	<b>222,292,150.25</b>



# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Staff Report

September 05, 2023

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**Agenda No.:** E.

**Index (Council Goals):**

**Presenters:** Mary Tapia, Human Resources Manager and Steven Lynne, County Manager

**Legislative File:** 17736-23

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### Title

Approval of the revised FY24 Salary Plan Job Class Order

### Recommended Action

**I move that Council approve the revised FY24 Salary Plan Job Class Order schedule as shown in Attachment A.**

### County Manager's Recommendation

The County Manager recommends that Council approve the revised FY24 Salary Plan Job Class Order as requested.

### Body

Tonight staff is requesting that Council approve the revised FY24 Salary Plan Job Class Order schedule. The FY24 Salary Plan Job Class Order document represents the County's job titles and salary grades arranged by Job Classes/Families, to include the minimum, midpoint and maximum of the grade, and the Fair Labor Standard Act (FLSA) designation of Exempt (EX) or Non-Exempt (NE) for each position (Attachment A).

The County Charter, County Code and the Personnel Rules and Regulations provide the basic framework through which the job classification and compensation system is maintained and administered. The establishment of new job classes and the abolishment of existing classes are subject to approval by Council.

### Addition to the FY24 Plan -

One of the Strategic Goals of Council is Recruitment & Retention. To that end, the recruitment function needs greater focus in order to help recruit and retain County employees. Therefore Human Resources is requesting to create a new position: Recruitment Manager, the position would be a grade 210 (min \$87,798 mid \$115,382 max \$142,966) and the position would be FLSA Exempt. There would be no change in FTE count, as it is anticipated that a current HR Analyst 3 will fill this position.

As a result of the above change, the title of the Compensation & Recruitment Manager will be change to Compensation Manager. This position has been recently tasked with more complex calculations and creation of additional compensation structures related to collective bargaining agreement (CBA) changes and the existing grade of 210 will remain the same as will the Exempt FLSA Status, there is no budget impact associated with this change.

Additionally, staff is requesting to change the title of the Assistant HR Manager to Deputy HR Manager, the grade 212 (min \$96,797, mid \$127,208 max \$157,619) and Exempt FLSA status would remain the

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same.

**Grade Changes in the FY24 Plan:**

Recent CBA changes have created wage compression between the public safety (fire and police) union positions and non-union command staff positions. To mitigate the results of internal wage compression both Deputy Police Chief's and Deputy Fire Chief's salary grade will increase by one grade from 302 (min\$ 117,658 mid \$ 154,623 max \$ 191,533) up to a grade 303 (min \$123,541 mid \$162,354 max \$201,168) and the Police Commanders and the Fire Battalion Chief positions will be increased by one grade, going from the current grade of 214 (min \$106,719 mid \$140,247 max \$173,776) up to grade 215 (min \$112,055 mid \$147,260 max \$182,465).

**Alternatives**

Council could choose to not approve the changes to the FY24 Salary Plan Job Class Order

**Fiscal and Staff Impact/ Planned Item**

The fiscal impact in HR is estimated to be under \$20,000 annually. The one grade change in public safety positions equates to approximately a 5% increase. The current year budget is adequate to accommodate these changes.

**Attachments**

A - FY24 REVISED Salary Plan Job Class Order

B - Recruitment Manager job description



**Los Alamos County**  
**FY24 Salary Plan Job Class Order**  
 Rates effective July 9, 2023

ATTACHMENT A

Job Code	FY24 Benchmark Job	Occupational Job Families and Job Classes	Approved			Change In Grade	Exempt/ Non-Exempt	
			Current Grade	New Grade	Minimum			Midpoint
asterix=benchmarked job, red=new change								
<b>Executive Management/At-Will Series</b>								
101	*	Deputy County Manager	308	308	\$157,673	\$207,210	\$256,747	EX
400	*	Police Chief	306	306	\$143,014	\$187,945	\$232,877	EX
460	*	Fire Chief	306	306	\$143,014	\$187,945	\$232,877	EX
500	*	Public Works Director	304	305	\$136,204	\$178,996	\$221,788	1 EX
299	*	Administrative Services Director		305	\$136,204	\$178,996	\$221,788	EX
300	*	Community Services Director	304	304	\$129,718	\$170,472	\$211,226	EX
170	*	Community Development Director	304	304	\$129,718	\$170,472	\$211,226	EX
<b>Elected Office Series</b>								
<b>Assessor's Office</b>								
771	*	Chief Deputy Assessor	207	209	\$83,617	\$109,887	\$136,158	2 EX
773		Chief Appraiser	203	205	\$68,791	\$90,403	\$112,016	2 EX
774	*	Appraiser	121	121	\$52,584	\$69,105	\$85,625	NE
776		Sr. Assessment Specialist	120	119	\$47,695	\$62,680	\$77,665	-1 NE
777	*	Assessment Specialist	118	117	\$43,261	\$56,853	\$70,444	-1 NE
779		Apprentice Appraiser	115	115	\$39,239	\$51,567	\$63,895	NE
<b>Attorney's Office</b>								
701	*	Deputy County Attorney	302	303	\$123,541	\$162,354	\$201,168	1 EX
702	*	Assistant County Attorney	301	301	\$112,055	\$147,260	\$182,465	EX
703		Associate County Attorney	211	212	\$96,797	\$127,208	\$157,619	1 EX
710		Sr. Paralegal		208	\$79,635	\$104,654	\$129,674	EX
712	*	Paralegal		206	\$72,231	\$94,924	\$117,617	EX
707		Sr. Legal Assistant	124	124	\$60,873	\$79,997	\$99,122	NE
708	*	Legal Assistant	122	122	\$55,213	\$72,560	\$89,906	NE
<b>Clerk's Office</b>								
751	*	Chief Deputy Clerk	207	209	\$83,617	\$109,887	\$136,158	2 EX
755	*	Elections Manager	123	125	\$63,916	\$83,997	\$104,078	2 NE
752		Sr. Deputy Clerk	121	123	\$57,974	\$76,188	\$94,402	2 NE
753	*	Deputy Clerk	119	121	\$52,584	\$69,105	\$85,625	2 NE
<b>Municipal Court</b>								
761	*	Court Administrator	207	207	\$75,843	\$99,671	\$123,499	EX
765	*	Probation Officer	122	122	\$55,213	\$72,560	\$89,906	NE
762		Sr. Court Clerk	122	122	\$55,213	\$72,560	\$89,906	NE
763	*	Court Clerk	118	118	\$45,424	\$59,695	\$73,966	NE
766		Program Coordinator		122	\$53,605	\$70,447	\$87,288	NE
<b>Administrative Services Series</b>								
<b>Public Information</b>								
111	*	Public Information Officer	212	212	\$96,797	\$127,208	\$157,619	EX
112		Assistant Public Information Officer		208	\$79,635	\$104,654	\$129,674	EX
604		Public Relations Manager	210	210	\$87,798	\$115,382	\$142,966	EX
113		Sr. Visual Information Specialist		124	\$60,873	\$79,997	\$99,122	NE
114	*	Visual Information Specialist	122	122	\$55,213	\$72,560	\$89,906	NE
116	*	Social Media Coordinator		122	\$55,213	\$72,560	\$89,906	NE
<b>Management Support</b>								
203	*	Broadband Manager		302	\$117,658	\$154,623	\$191,588	EX
109	*	Sustainability Manager		211	\$92,188	\$121,151	\$150,114	EX
105		Intergovernmental Affairs Manager		301	\$112,055	\$147,260	\$182,465	EX
107	*	Business & ERP Manager	213	213	\$101,637	\$133,569	\$165,500	EX
261	*	Budget & Performance Manager	212	212	\$96,797	\$127,208	\$157,619	EX
903		Sr. Management Analyst	210	210	\$87,798	\$115,382	\$142,966	EX
904	*	Management Analyst	207	207	\$75,843	\$99,671	\$123,499	EX
<b>Administrative Support</b>								
906	*	Office Manager	203	203	\$62,395	\$81,998	\$101,601	EX
907	*	Sr. Office Specialist	120	120	\$50,080	\$65,814	\$81,548	NE
908		Office Specialist	117	117	\$43,261	\$56,853	\$70,444	NE
905	*	Executive Assistant	124	124	\$60,873	\$79,997	\$99,122	NE
909		Payroll & Administrative Specialist		121	\$52,584	\$69,105	\$85,625	NE

**Los Alamos County**  
**FY24 Salary Plan Job Class Order**  
 Rates effective July 9, 2023

ATTACHMENT A

Job Code	FY24 Benchmark Job	Occupational Job Families and Job Classes	Approved			Change In Grade	Exempt/ Non-Exempt		
			Current Grade	New Grade	Minimum			Midpoint	Maximum
asterix=benchmarked job, red=new change									
<b><u>Information Technology</u></b>									
200	*	Chief Information Officer	303	303	\$123,541	\$162,354	\$201,168		EX
201	*	IT Program Manager	214	214	\$106,719	\$140,247	\$173,776		EX
204		IT Project Manager	213	213	\$101,637	\$133,569	\$165,500		EX
219	*	Database Administrator	212	212	\$96,797	\$127,208	\$157,619		EX
211		Sr. Systems Administrator	211	211	\$92,188	\$121,151	\$150,114		EX
215		Sr. Application Analyst/Developer	210	210	\$87,798	\$115,382	\$142,966		EX
212	*	Systems Administrator	209	209	\$83,617	\$109,887	\$136,158		EX
235	*	Technical Services Manager	209	209	\$83,617	\$109,887	\$136,158		EX
230	*	Security Analyst	209	209	\$83,617	\$109,887	\$136,158		EX
216	*	Application Analyst/Developer	207	207	\$75,843	\$99,671	\$123,499		EX
224		Sr. IT Infrastructure Coordinator	125	125	\$63,916	\$83,997	\$104,078		NE
236		Sr. Technical Support Specialist	125	126	\$67,112	\$88,197	\$109,282	1	NE
237	*	Technical Support Specialist	122	123	\$57,974	\$76,188	\$94,402	1	NE
238		Technical Support Specialist Trainee	121	121	\$52,584	\$69,105	\$85,625		NE
225	*	IT Infrastructure Coordinator	120	120	\$50,080	\$65,814	\$81,548		NE
239		IT Intern	115	115	\$39,239	\$51,567	\$63,895		NE
<b><u>Records Management</u></b>									
202	*	RIM Program Manager	211	211	\$92,188	\$121,151	\$150,114		EX
227		Sr. RIM Specialist	120	121	\$52,584	\$69,105	\$85,625	1	NE
229	*	RIM Specialist	117	118	\$45,424	\$59,695	\$73,966	1	NE
<b><u>Financial Management</u></b>									
240	*	Chief Financial Officer	303	303	\$123,541	\$162,354	\$201,168		EX
241	*	Deputy Chief Financial Officer	214	214	\$106,719	\$140,247	\$173,776		EX
242	*	Accounting Operations Manager	212	212	\$96,797	\$127,208	\$157,619		EX
258	*	Payroll Manager	209	209	\$83,617	\$109,887	\$136,158		EX
255		Payroll Coordinator	207	206	\$72,231	\$94,924	\$117,617	-1	EX
256	*	Payroll Specialist	124	124	\$60,873	\$79,997	\$99,122		NE
245		Sr. Accountant	206	206	\$72,231	\$94,924	\$117,617		EX
246	*	Accountant	204	203	\$62,395	\$81,998	\$101,601	-1	EX
251	*	P Card Administrator	124	124	\$60,873	\$79,997	\$99,122		NE
252	*	Accounts Payable Coordinator	121	121	\$52,584	\$69,105	\$85,625		NE
253		Sr. AP Coordinator	123	123	\$57,974	\$76,188	\$94,402		NE
263	*	Finance & Budget Analyst	207	207	\$75,843	\$99,671	\$123,499		EX
262		Sr. Finance & Budget Analyst	210	210	\$87,798	\$115,382	\$142,966		EX
<b><u>Procurement &amp; Supply Management</u></b>									
275		Sr. Supply Specialist	118	118	\$45,424	\$59,695	\$73,966		NE
276	*	Supply Specialist	116	116	\$41,201	\$54,145	\$67,090		NE
270	*	Chief Purchasing Officer	211	212	\$96,797	\$127,208	\$157,619	1	EX
272		Sr. Buyer	204	204	\$65,515	\$86,098	\$106,681		EX
271		Deputy Chief Purchasing Officer	210	210	\$87,798	\$115,382	\$142,966		EX
273	*	Buyer	123	123	\$57,974	\$76,188	\$94,402		NE
278	*	Procurement Contract Manager	208	208	\$79,635	\$104,654	\$129,674		EX
281	*	Procurement Operations Manager	207	207	\$75,843	\$99,671	\$123,499		EX
<b><u>Human Resources &amp; Risk Management</u></b>									
130	*	Human Resources Manager	303	303	\$123,541	\$162,354	\$201,168		EX
131	<b>TITLE</b>	<b>Deputy Human Resources Manager</b>	211	212	\$96,797	\$127,208	\$157,619	1	EX
132	<b>TITLE</b>	<b>Compensation Manager</b>	210	210	\$87,798	\$115,382	\$142,966		EX
133	*	Benefits & Pension Manager	210	210	\$87,798	\$115,382	\$142,966		EX
135	*	Risk Manager	210	210	\$87,798	\$115,382	\$142,966		EX
134	*	Organizational Development Manager	208	210	\$87,798	\$115,382	\$142,966	2	EX
146	<b>NEW</b>	<b>Recruitment Manager</b>	210	210	<b>\$87,798</b>	<b>\$115,382</b>	<b>\$142,966</b>		EX
141		Safety Coordinator	207	208	\$79,635	\$104,654	\$129,674		EX
143		HR Analyst 3		127	\$70,468	\$92,607	\$114,746		NE
144		HR Analyst 2	124	124	\$60,873	\$79,997	\$99,122		NE
145	*	HR Analyst 1	121	121	\$52,584	\$69,105	\$85,625		NE
136		Sr. Risk Management Specialist	124	124	\$60,873	\$79,997	\$99,122		NE
137	*	Risk Management Specialist	121	121	\$52,584	\$69,105	\$85,625		NE

**Los Alamos County**  
**FY24 Salary Plan Job Class Order**  
 Rates effective July 9, 2023

ATTACHMENT A

Job Code	FY24 Benchmark Job	Occupational Job Families and Job Classes	Approved			Change In Grade	Exempt/ Non-Exempt
			Current Grade	New Grade	Minimum		

asterisk=benchmarked job, red=new change

**Community & Economic Development Series**

**Community Development**

181	*	Housing Program Coordinator	211	207	\$75,843	\$99,671	\$123,499	-4	EX
182	*	Chief Building Official		212	\$96,797	\$127,208	\$157,619		EX
185		Building Safety Manager	209	208	\$79,635	\$104,654	\$129,674	-1	EX
172	*	Planning Manager	209	210	\$87,798	\$115,382	\$142,966	1	EX
173		Principal Planner	209	209	\$83,617	\$109,887	\$136,158		EX
174	*	Sr. Planner	207	207	\$75,843	\$99,671	\$123,499		EX
175	*	Associate Planner	204	203	\$62,395	\$81,998	\$101,601	-1	EX
183		Sr. Building Inspector	124	125	\$63,916	\$83,997	\$104,078	1	NE
189		Sr. Plans Examiner		125	\$63,916	\$83,997	\$104,078		NE
177		Sr. Permit Technician	123	122	\$55,213	\$72,560	\$89,906	-1	NE
188	*	Plans Examiner		122	\$55,213	\$72,560	\$89,906		NE
184	*	Building Inspector	122	122	\$55,213	\$72,560	\$89,906		NE
187	*	Code Compliance Officer	122	122	\$55,213	\$72,560	\$89,906		NE
176		Assistant Planner	121	120	\$50,080	\$65,814	\$81,548	-1	NE
179	*	Permit Technician	121	120	\$50,080	\$65,814	\$81,548	-1	NE

**Economic Development**

121	*	Economic Development Administrator	214	214	\$106,719	\$140,247	\$173,776		EX
122	*	Economic Development Program Mgr		208	\$79,635	\$104,654	\$129,674		EX
124	*	Marketing Specialist	205	205	\$68,791	\$90,403	\$112,016		EX

**Community Services Series**

**Library**

311	*	Library Manager	212	212	\$96,797	\$127,208	\$157,619		EX
315		Sr. Librarian	206	206	\$72,231	\$94,924	\$117,617		EX
316	*	Librarian	204	204	\$65,515	\$86,098	\$106,681		EX
325		Program Specialist	122	122	\$55,213	\$72,560	\$89,906		NE
317		Sr. Library Specialist	119	119	\$47,695	\$62,680	\$77,665		NE
319	*	Library Specialist	117	117	\$43,261	\$56,853	\$70,444		NE
321	*	Library Associate	114	115	\$39,239	\$51,567	\$63,895	1	NE
327		Community Services Monitor	114	115	\$39,239	\$51,567	\$63,895	1	NE

**Parks & Recreation**

330	*	Recreation Superintendent		210	\$87,798	\$115,382	\$142,966		EX
332	*	Recreation Program Manager	208	208	\$79,635	\$104,654	\$129,674		EX
362	*	Head Golf Professional	203	203	\$62,395	\$81,998	\$101,601		EX
352	*	Aquatics Coordinator	122	122	\$55,213	\$72,560	\$89,906		NE
363		Asst Golf/Ice Rink Professional	121	121	\$52,584	\$69,105	\$85,625		NE
341	*	Customer Service Supervisor	120	120	\$50,080	\$65,814	\$81,548		NE
354		Lifeguard Supervisor	120	120	\$50,080	\$65,814	\$81,548		NE
334	*	Recreation Specialist	120	120	\$50,080	\$65,814	\$81,548		NE
337		Sr. Recreation Leader	118	118	\$45,424	\$59,695	\$73,966		NE
344		Customer Service Associate 3		118	\$45,424	\$59,695	\$73,966		NE
338	*	Recreation Leader	117	117	\$43,261	\$56,853	\$70,444		NE
355		Sr. Lifeguard	117	117	\$43,261	\$56,853	\$70,444		NE
342		Customer Service Associate 2	115	116	\$41,201	\$54,145	\$67,090	1	NE
356	*	Lifeguard	115	115	\$39,239	\$51,567	\$63,895		NE
343	*	Customer Service Associate 1	113	114	\$37,371	\$49,111	\$60,852	1	NE
358		Lifeguard Trainee		114	\$37,371	\$49,111	\$60,852		NE

**Parks & Recreation Maintenance**

371	*	Parks Superintendent	208	210	\$87,798	\$115,382	\$142,966	2	EX
379		Open Space Specialist	206	206	\$72,231	\$94,924	\$117,617		EX
365	*	GC/Ice Maintenance Superintendent	204	204	\$65,515	\$86,098	\$106,681		EX
372		Assistant Parks Superintendent	124	206	\$72,231	\$94,924	\$117,617		EX
366		GC/Ice Maintenance Asst Superintendent	120	120	\$50,080	\$65,814	\$81,548		NE
367	*	GC Maintenance Mechanic	118	118	\$45,424	\$59,695	\$73,966		NE
357	*	Aquatics Maintenance Specialist	118	118	\$45,424	\$59,695	\$73,966		NE
375		Parks Maintenance & Trails Specialist 3	119	119	\$47,695	\$62,680	\$77,665		NE
376	*	Parks Maintenance & Trails Specialist 2	116	116	\$41,201	\$54,145	\$67,090		NE
377		Parks Maintenance & Trails Specialist 1	114	114	\$37,371	\$49,111	\$60,852		NE
380	*	Arborist		121	\$52,584	\$69,105	\$85,625		NE
378	*	Irrigation Specialist		118	\$45,424	\$59,695	\$73,966		NE
373		Parks District Supervisor		126	\$67,112	\$88,197	\$109,282		NE

**Social Services**

391	*	Social Services Manager	210	209	\$83,617	\$109,887	\$136,158	-1	EX
393	*	Case Coordination Specialist	203	202	\$59,424	\$78,093	\$96,763	-1	EX
396		Health Care Specialist	120	119	\$47,695	\$62,680	\$77,665	-1	NE

**Los Alamos County**  
**FY24 Salary Plan Job Class Order**  
 Rates effective July 9, 2023

ATTACHMENT A

Job Code	FY24 Benchmark Job	Occupational Job Families and Job Classes	Approved					Change In Grade	Exempt/ Non-Exempt
			Current Grade	New Grade	Minimum	Midpoint	Maximum		

asterix=benchmarked job, red=new change

**Public Safety Series**

**Police Command**

401	<b>GRADE</b>	Deputy Police Chief	302	303	\$123,541	\$162,354	\$201,168		EX
402	<b>GRADE</b>	Police Commander	214	215	\$112,055	\$147,260	\$182,465	1	EX
441	<b>GRADE</b>	Emergency Services Commander	214	215	\$112,055	\$147,260	\$182,465	1	EX

**Police Administration**

409	*	Victim Assistant	118	118	\$45,424	\$59,695	\$73,966		NE
443		Deputy Emergency Manager		210	\$87,798	\$115,382	\$142,966		EX
444	*	Emergency Management Coordinator		207	\$75,843	\$99,671	\$123,499		EX
442	*	Emergency Management Specialist	121	203	\$62,395	\$81,998	\$101,601		EX

**Emergency Communications**

421	*	CDC Manager	207	208	\$79,635	\$104,654	\$129,674	1	EX
423	*	Emergency Communications Shift Supervisor	123	124	\$60,873	\$79,997	\$99,122	1	NE
422		Deputy Emergency Communications Center Mgr		206	\$72,231	\$94,924	\$117,617		EX
423		Emergency Communications Shift Supervisor	123	124	\$60,873	\$79,997	\$99,122	1	NE
426		Emergency Communications Specialist 3		122	\$55,213	\$72,560	\$89,906		NE
424	*	Emergency Communications Specialist 2	120	120	\$50,080	\$65,814	\$81,548		NE
425		Emergency Communications Specialist 1	118	118	\$45,424	\$59,695	\$73,966		NE

**Detention**

431	*	Detention Administrator	211	212	\$96,797	\$127,208	\$157,619	1	EX
433		Detention Sergeant	127	128	\$73,991	\$97,237	\$120,483	1	NE
434	*	Detention Corporal	124	124	\$60,873	\$79,997	\$99,122		NE
435		Detention Officer	118	119	\$47,695	\$62,680	\$77,665	1	NE

**Animal Control**

445	*	Animal Shelter Manager	121	121	\$52,584	\$69,105	\$85,625		NE
448		Sr. Animal Control Officer	117	117	\$43,261	\$56,853	\$70,444		NE
449	*	Animal Control Officer	115	115	\$39,239	\$51,567	\$63,895		NE

**Fire Command**

461	<b>GRADE</b>	Deputy Fire Chief	302	303	\$123,541	\$162,354	\$201,168		EX
462	<b>GRADE</b>	Fire Battalion Chief	214	215	\$112,055	\$147,260	\$182,465	1	EX

**Fire Administration**

485		Security/Administrative Services Mgr	212	212	\$96,797	\$127,208	\$157,619		EX
480		Fire Technology Manager		211	\$92,188	\$121,151	\$150,114		EX
484		F&LS Technology Specialist	121	121	\$52,584	\$69,105	\$85,625		NE

**Public Works Series**

**Airport**

509	*	Airport Manager	209	209	\$83,617	\$109,887	\$136,158		EX
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**Public Works Engineering**

501		Deputy Public Works Director	302	303	\$123,541	\$162,354	\$201,168	1	EX
505	*	County Engineer	214	215	\$112,055	\$147,260	\$182,465	1	EX
506		County Surveyor	210	210	\$87,798	\$115,382	\$142,966		EX

**Capital Projects**

503	*	Capital Projects & Facilities Manager		213	\$101,637	\$133,569	\$165,500		EX
511	*	Facilities Manager	209	209	\$83,617	\$109,887	\$136,158		EX
512	*	Facilities Maintenance Superintendent		204	\$65,515	\$86,098	\$106,681		EX
514		Construction Foreman	123	122	\$55,213	\$72,560	\$89,906	-1	NE
515	*	Sr. Construction Specialist	120	119	\$47,695	\$62,680	\$77,665	-1	NE
516		Construction Specialist	117	116	\$41,201	\$54,145	\$67,090	-1	NE
517		Mechanical & Plumbing Apprentice		116	\$41,201	\$54,145	\$67,090		NE
518	*	Mechanical & Plumbing Journeyman		119	\$47,695	\$62,680	\$77,665		NE
519		Mechanical & Plumbing Foreman		122	\$55,213	\$72,560	\$89,906		NE
590		Electrical Apprentice		116	\$41,201	\$54,145	\$67,090		NE
591	*	Electrical Journeyman		119	\$47,695	\$62,680	\$77,665		NE
592		Electrical Foreman		122	\$55,213	\$72,560	\$89,906		NE

**Facilities Management**

521	*	Facilities Services Manager	206	206	\$72,231	\$94,924	\$117,617		EX
523		Lead Custodian	113	117	\$43,261	\$56,853	\$70,444	4	NE
526	*	Custodian	111	114	\$37,371	\$49,111	\$60,852	3	NE
527		Custodian Trainee	113	113	\$35,591	\$46,773	\$57,955		NE

**Environmental Services**

531	*	Environmental Services Manager	209	209	\$83,617	\$109,887	\$136,158		EX
532		Environmental Services Superintendent	206	206	\$72,231	\$94,924	\$117,617		EX
537	*	Environmental Services Specialist	202	202	\$59,424	\$78,093	\$96,763		EX
535		Administrative Scale Operator	119	118	\$45,424	\$59,695	\$73,966	-1	NE
539	*	Environmental Services Technician	112	114	\$37,371	\$49,111	\$60,852	2	NE
538		Sr. Environmental Services Technician		116	\$41,201	\$54,145	\$67,090		NE

**Los Alamos County**  
**FY24 Salary Plan Job Class Order**  
 Rates effective July 9, 2023

Job Code	FY24 Benchmark Job	Occupational Job Families and Job Classes	Approved					Change In Grade	Exempt/ Non-Exempt
			Current Grade	New Grade	Minimum	Midpoint	Maximum		
asterisk=benchmarked job, red=new change									
<b><u>Fleet</u></b>									
541	*	Fleet Manager	210	210	\$87,798	\$115,382	\$142,966		EX
542		Fleet Supervisor	205	205	\$68,791	\$90,403	\$112,016		EX
544	*	Fleet Shop Foreman	122	124	\$60,873	\$79,997	\$99,122	2	NE
546		Fleet Mechanic 3		122	\$55,213	\$72,560	\$89,906		NE
547	*	Fleet Mechanic 2	120	120	\$50,080	\$65,814	\$81,548		NE
548		Fleet Mechanic 1	114	116	\$41,201	\$54,145	\$67,090	2	NE
<b><u>Traffic &amp; Streets</u></b>									
571	*	Traffic & Streets Mgr/Traffic Engineer	213	213	\$101,637	\$133,569	\$165,500		EX
572	*	Traffic Manager	208	208	\$79,635	\$104,654	\$129,674		EX
574	*	Street Maintenance Superintendent	206	207	\$75,843	\$99,671	\$123,499	1	EX
575		Asst Street Maintenance Superintend	125	126	\$67,112	\$88,197	\$109,282	1	NE
577	*	Transportation Safety Specialist	122	123	\$57,974	\$76,188	\$94,402	1	NE
581		Traffic Electrician 3	124	125	\$63,916	\$83,997	\$104,078	1	NE
582	*	Traffic Electrician 2	122	123	\$57,974	\$76,188	\$94,402	1	NE
583		Traffic Electrician 1	120	121	\$52,584	\$69,105	\$85,625	1	NE
586		Sign/Marking Tech 3	118	118	\$45,424	\$59,695	\$73,966		NE
587		Sign/Marking Tech 2	116	116	\$41,201	\$54,145	\$67,090		NE
588	*	Sign/Marking Tech 1	114	114	\$37,371	\$49,111	\$60,852		NE
<b><u>Transit</u></b>									
551	*	Transit Manager	209	210	\$87,798	\$115,382	\$142,966	1	EX
552	*	Transit Supervisor	204	205	\$68,791	\$90,403	\$112,016	1	EX
561		Sr. Transit CS Rep/Dispatcher	119	119	\$47,695	\$62,680	\$77,665		NE
562	*	Transit CS Rep/Dispatcher	117	117	\$43,261	\$56,853	\$70,444		NE
555		Transit Operator Lead	118	119	\$47,695	\$62,680	\$77,665	1	NE
556		Transit Operator 2	116	117	\$43,261	\$56,853	\$70,444	1	NE
557	*	Transit Operator 1	114	115	\$39,239	\$51,567	\$63,895	1	NE
558		Transit Operator Trainee	112	113	\$35,591	\$46,773	\$57,955	1	NE
<b><u>Labor &amp; Equipment</u></b>									
922	*	Lead Equipment Operator	123	123	\$57,974	\$76,188	\$94,402		NE
923		Sr. Equipment Operator	121	121	\$52,584	\$69,105	\$85,625		NE
924	*	Equipment Operator	118	118	\$45,424	\$59,695	\$73,966		NE
925		Equipment Operator Trainee		116	\$41,201	\$54,145	\$67,090		NE
927	*	Laborer	111	114	\$37,371	\$49,111	\$60,852	3	NE
929	*	Student (Casual)		810	\$13,041	\$15,758	\$19,266		EX
<b><u>Engineering &amp; Projects</u></b>									
931	*	Sr. Engineer	213	214	\$106,719	\$140,247	\$173,776	1	EX
932	*	Engineering Project Manager	211	212	\$96,797	\$127,208	\$157,619	1	EX
507	*	Project Manager	211	210	\$87,798	\$115,382	\$142,966	-1	EX
933	*	Engineering Associate	208	208	\$79,635	\$104,654	\$129,674		EX
934		Engineering Assistant	204	204	\$65,515	\$86,098	\$106,681		EX
937		Sr. Engineering Aide	122	122	\$55,213	\$72,560	\$89,906		NE
938	*	Engineering Aide	120	120	\$50,080	\$65,814	\$81,548		NE
939		Engineering Intern	115	115	\$39,239	\$51,567	\$63,895		NE
<b><u>Utilities Series</u></b>									
<b><u>Utility Management</u></b>									
641	*	Deputy Utility Mgr - GWS	303	303	\$123,541	\$162,354	\$201,168		EX
621	*	Deputy Utility Mgr - Power Supply	303	303	\$123,541	\$162,354	\$201,168		EX
601	*	Deputy Utility Mgr - Finance and Admn	303	303	\$123,541	\$162,354	\$201,168		EX
611		Deputy Utility Mgr - Engineering	302	303	\$123,541	\$162,354	\$201,168	1	EX
631	*	Deputy Utility Mgr - Electrical	302	303	\$123,541	\$162,354	\$201,168	1	EX
<b><u>Operations Support</u></b>									
603	*	Business Operations Manager	212	212	\$96,797	\$127,208	\$157,619		EX
605		Water & Energy Conservation Coord	206	206	\$72,231	\$94,924	\$117,617		EX
609	*	Data Analyst	124	124	\$60,873	\$79,997	\$99,122		NE
612		SCADA Superintendent		212	\$96,797	\$127,208	\$157,619		EX
608		Sr. Data Analyst	127	127	\$70,468	\$92,607	\$114,746		NE
613	*	SCADA System Specialist	131	131	\$85,654	\$112,564	\$139,474		NE
614		SCADA System Technician	130	130	\$81,575	\$107,204	\$132,833		NE
615	*	GIS System Specialist	207	207	\$75,843	\$99,671	\$123,499		EX
657	*	Meter Reader Supervisor	121	122	\$55,213	\$72,560	\$89,906	1	NE
610	*	Billing & Customer Service Supervisor	122	122	\$55,213	\$72,560	\$89,906		NE
606		Sr. Billing & Service Specialist	119	119	\$47,695	\$62,680	\$77,665		NE
607	*	Billing & Service Specialist	117	117	\$43,261	\$56,853	\$70,444		NE

**Los Alamos County**  
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			Current Grade	New Grade	Minimum			Midpoint	Maximum
asterix=benchmarked job, red=new change									
<b><u>Electric Production</u></b>									
622	*	Power System Supervisor	214	214	\$106,719	\$140,247	\$173,776		EX
626		H-E Plant Supervisor	214	214	\$106,719	\$140,247	\$173,776		EX
623		Sr. Power System Operator	132	132	\$89,937	\$118,192	\$146,448		NE
624	*	Power System Operator	130	130	\$81,575	\$107,204	\$132,833		NE
627		Sr. H-E Maintenance Technician	129	129	\$77,691	\$102,099	\$126,507		NE
628	*	H-E Maintenance Technician	126	126	\$67,112	\$88,197	\$109,282		NE
625		Power System Operator Apprentice	122	122	\$55,213	\$72,560	\$89,906		NE
629		H-E Maintenance Tech Apprentice	119	119	\$47,695	\$62,680	\$77,665		NE
<b><u>Electric Distribution</u></b>									
632		Electrical Engineering Manager	213	214	\$106,719	\$140,247	\$173,776	1	EX
633	*	Lineman Supervisor	131	131	\$85,654	\$112,564	\$139,474		NE
<b><u>Gas, Water &amp; Sewer</u></b>									
642	*	GWS Superintendent	210	210	\$87,798	\$115,382	\$142,966		EX
645		GWS Supervisor		126	\$65,157	\$85,628	\$106,099		NE
<b><u>Wastewater</u></b>									
681	*	WWTP Superintendent	210	210	\$87,798	\$115,382	\$142,966		EX
682	*	WWTP Supervisor	124	126	\$67,112	\$88,197	\$109,282	2	NE
<b><u>Water Supply</u></b>									
661	*	Water Systems Superintendent	210	210	\$87,798	\$115,382	\$142,966		EX
675	*	Water Systems Supervisor	124	126	\$67,112	\$88,197	\$109,282	2	NE



LOS ALAMOS

# Los Alamos County

## Job Description and Classification

<b>JOB TITLE:</b>	<b>Recruitment Manager</b>
<b>JOB CODE:</b>	<b>146</b>
<b>CLASSIFICATION:</b>	<b>Exempt</b>
<b>DEPARTMENT/DIVISION:</b>	<b>County Manager's Office/Human Resources</b>
<b>SUPERVISOR:</b>	<b>Human Resources Manager or designee</b>

### **Position Summary:**

Under general direction of the Human Resources Manager or designee, is responsible for overseeing and managing recruitment services within the County. Assures communication with departments and employees; assures all compliance and reporting requirements are met. Directs and manages daily operations, design and implement recruiting procedures, supervise the recruitment team, and ensure compliance with applicable laws. The goal is to attract and hire qualified candidates to meet the County's current and future needs. Maintains confidentiality of all privileged information.

*The general level and nature of this position are described in the headings below. This is not an all-inclusive list of all responsibilities, duties, and skills required of personnel in this classification. Duties, responsibilities, and activities may change at any time.*

### **Essential Duties and Responsibilities:**

- As a member of the HR management team, contributes to the development and execution of the strategic Human Resources plan, operating goals, and objectives; participates in the planning, development, implementation and maintenance of programs, policies, procedures, budgets, systems, and processes.
- Supervise personnel including work allocation and prioritization, training, performance evaluation and management; motivates employees to achieve high performance, creates and fosters a team-oriented and collaborative work environment.
- Directs and manages the daily operations of recruitment services.
- Design, update and maintain all recruiting procedures.
- Keep track of recruiting metrics (e.g., time-to-hire, cost-per-hire, etc.)
- Implement new sourcing methods.
- Research and choose job advertising options.
- Advise hiring managers on interviewing process and techniques.
- Coordinate with department managers to forecast future hiring needs.
- Stay up to date on labor legislation and inform recruiters and managers about changes in regulations.
- Participate in job fairs and career events.
- Build the company's professional network through relationships with HR professionals, colleges, and other partners.
- Design and implement programs and services that assist individual applicants and strengthen the quality of applicant pools.
- Oversight of contract for outsourcing of pre-employment physicals and background checks and ensures compliance with internal policies.
- Manages technical and complex programs and projects.

- Maintains professional and technical knowledge by conducting research; attending seminars, educational workshops, classes, and conferences; reviewing professional publications; establishing networks; participating in professional societies; conferring with representatives of contracting agencies and related organizations.
- Recommends new and changes to existing County policies, procedures, legislation, and agreements in collaboration with other departments.
- Maintains confidentiality of all privileged information.
- Contributes to a team effort and accomplishes related results as required.
- Performs other duties as required.

**Minimum Qualifications:**

- Bachelor's degree from an accredited university or equivalent combination of education and related work experience.
- Four years of experience in recruitment or hiring/on-boarding.
- Professional Human Resource Certification (PHR), Senior Professional Human Resource Certification (SPHR), SHRM – Certified Professional (CP), or SHRM – Senior Certified Professional (SCP), International Public Management Association (IPMA-CP) within one year of employment.

**Preferred Qualifications:**

- Bachelor's Degree from an accredited college or university in Public or Business Administration, Human Resources, or related field.
- Supervisory experience.
- Professional Human Resource Certification (PHR), Senior Professional Human Resource Certification (SPHR), SHRM – Certified Professional (CP), or SHRM – Senior Certified Professional (SCP), International Public Management Association (IPMA-CP).
- Public sector Human Resources experience.
- Human Resource Information Systems (HRIS) experience and/or Enterprise Resource Planning Systems (ERP).

**Knowledge, Skills, and Abilities:**

- Knowledge of policies and practices of recruitment and selection, training, equal employment opportunity, affirmative action, and employment law.
- Knowledge and understanding of the principles and processes of computerized business and operating systems.
- Knowledge of project management principles, practices, techniques, and tools.
- Knowledge of computerized human resources and payroll systems.
- Knowledge and understanding of the principles and processes of continuous improvement and management analysis.
- Thorough knowledge of local, State, Federal and Internal Revenue codes, rules, and regulations regarding taxation, and Fair Labor Standards Act.
- Advanced analytical, evaluative, and objective critical thinking skills.
- Skill in examining and re-engineering operations and procedures, formulating policy, and developing and implementing new strategies and procedures.
- Skill in operating business computers and office machines, including in a Windows environment.
- Skill in organizing resources and establishing priorities.
- Skills in employee development and performance management.
- Ability to effectively communicate with a wide range of individuals and constituencies in a diverse community.



- Ability to establish and maintain professional relationships with individuals of varying social and cultural backgrounds and with co-workers at all levels.
- Ability to establish and maintain effective working relationships with department directors, other employees, public officials, other public agencies, and the public.
- Ability to work both independently and as a member of a professional team.
- Ability to represent the organization in a professional manner, building respect and confidence.
- Ability to develop and present educational programs and/or workshops.
- Ability to research, gather and process data, format and generate reports.
- Ability to edit, organize and present clearly and concisely oral and written reports of findings and recommendations.
- Ability to communicate effectively, both orally and in writing and make observations and recommendations to increase departmental effectiveness; the ability to make effective presentations.
- Ability to handle multiple tasks and meet strict deadlines.
- Ability to prepare, assemble and present technical data.
- Ability to negotiate and manage contractual arrangements.
- Ability to make procedural decisions and evaluative judgments involving sensitive and confidential issues under stressful conditions.
- Ability to develop, plan, and implement short- and long-range goals.
- Ability to plan, schedule, direct, supervise and review the performance of subordinates in a manner conducive to promoting high levels of productivity and morale.
- Ability to act in an independent, conscientious manner, using sound judgment and memory; ability to respond quickly and accurately and to keep information confidential.
- Ability to work with minimal supervision and to implement plans and effectively prepare reports; think strategically and make recommendations that will increase County and department effectiveness and ability to analyze complex problems and situations and take effective action.
- Ability to maintain confidentiality.

**Physical Demands:**

While performing the duties of this job, the employee routinely sits, stands, walks, talks, and hears. The employee regularly uses manual dexterity and visual acuity to complete tasks. The employee may occasionally lift and/or move up to 25 pounds.

**Work Environment:**

Work is performed in a professional office environment with a moderate noise level, occasionally working under stressful conditions and for extended periods of time. This position routinely uses standard office equipment such as computers, phones, and photocopiers. Evening, holiday, and weekend work outside of normal business hours may be required as well as travel and attendance at meetings.

Each and every county position requires the following professional skills and abilities as key and necessary elements of performance. Employees are required to:

- Demonstrate regular and reliable attendance.
- Satisfactorily complete and maintain compliance with all required training:
- Work well with others and participate fully in a team-oriented environment.
- Interface with other employees and customers in a courteous and respectful manner.
- Project positive support of their department and all county organizations at all times; and,
- Maintain and enhance the county's commitment to customer service excellence.

**Approvals:**

County Manager: \_\_\_\_\_  
(signature)

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

Human Resources Manager: \_\_\_\_\_  
(signature)

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

Created: 9/1/2023



# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Staff Report

September 05, 2023

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**Agenda No.:** F.

**Index (Council Goals):** Quality Governance - Communication and Engagement; Quality of Life - Educational, Historical, and Cultural Amenities

**Presenters:** Patrick Moore, Chair of the Historic Preservation Advisory Board, Sobia Sayeda, Planning Manager and Melanee Hand, Councilor

**Legislative File:** 17740-23

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### Title

Board/Commission Appointments - Historic Preservation Advisory Board

### Recommended Action

**I move that Council appoint Steven Laurent to fill one vacancy on the Historic Preservation Advisory Board to fill a term beginning on May 01, 2023 and ending on April 30, 2026. I further move to reappoint Loretta Weiss to the Historic Preservation Advisory Board to a second term beginning May 01, 2023 and ending April 30, 2026.**

### Body

The purpose of this item is to fill two vacancies on the Historic Preservation Advisory Board.

These vacancies represent a second term completed by Patrick Moore which ended on April 30, 2023 as well as a term completed by Loretta Weiss which ended on April 30, 2023 .

The applicants for these positions are: Steven Laurent [DTS] and Loretta Weiss [D]

Party affiliations are noted as [D] Democrat, [R] Republican, [I] Independent, [G] Green, [L] Libertarian, [DTS] Declined to State, and [N] Not Registered to Vote.

This five member board has staggered three-year terms. It is currently composed as follows:

Nancy Bartlit [D]

Robert Dryja [ I ]

Elizabeth Martineau [D]

Appointing any of the nominees will not violate the County Charter restriction concerning political party majorities on Boards and Commissions.

### Attachments

A - Board Member Roster

B - Application Packet for Steven Laurent

C - Application Packet for Loretta Weiss

D - Interview Panel Recommendation

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# Historic Preservation Advisory Board

## Board Roster



**Nancy R Bartlit**

**2nd Term** Sep 30, 2020 - Oct 01, 2023

**Position** FLH1

**Office/Role** Member

**Category** Democrat



**Robert A Dryja**

**1st Term** Sep 30, 2020 - Oct 01, 2023

**Appointing Authority** County Council

**Position** FLH3

**Office/Role** Member

**Category** Independent



**Elizabeth Martineau**

**1st Term** Apr 05, 2023 - Apr 30, 2026

**Position** FLH4

**Category** Democrat



**Vacancy**



**Vacancy**

**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 Mary Tapia at 505-662-8040.*

**Profile**

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.

Steven \_\_\_\_\_ J \_\_\_\_\_ Laurent \_\_\_\_\_  
First Name Middle Initial Last Name

Street Address \_\_\_\_\_ Suite or Apt \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Postal Code \_\_\_\_\_

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

Primary Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_

**Party affiliation as registered: (Select one of the following) \***

None of the above

**Registered to vote in Los Alamos?**

Yes  No

**How did you learn of this Board/Commission vacancy?**

Board Chair Pat Moore

**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?**

Historic Preservation Advisory Board: Submitted

**Why would you like to serve on this particular Board or Commission?**

Primarily to help identify, acknowledge, preserve and promote those aspects of local history that are worthy of preserving (and there are many). Equally important is that I love our community and wish to contribute to celebrating its rich and unique history with residents and visitors. I also have a life-long interest in history and architecture and a need to keep scratching that itch.

**What volunteer or professional activities have you participated in that could apply to this appointment?**

Some years ago I earned a master's degree in history with an emphasis in historic preservation. During the 1990s I worked for the Arizona State Historic Preservation Office, primarily assisting local communities in establishing local preservation programs and drafting ordinances. I've served as a volunteer docent at a Frank Lloyd Wright home in Michigan and at a historic farm and dairy barn in Utah. I previously served on the Fuller Lodge Historic Districts Advisory Board (I believe 2009-2011) where I focused mainly on the local preservation ordinance. I've also practiced real estate law and worked in real estate development which could be useful.

**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.)**

No pet projects or pet peeves going in, just continue to advise County staff and Council on important issues and work with local partners to ensure that our historic resources are properly acknowledged and cared for (and promoted -- as appropriate -- to acknowledge our past and enrich our present). I support especially those parts of the HPAB's work plan regarding identification and designation of historic properties.

ATTACHMENT B

Steven J Laurent

**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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Approximately 2009-2011 I served on this Board when I resigned to take a short-term (18 month) appointment in the LAC Planning Department. My spouse, Anne Laurent, is LAC Deputy Director.

**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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Only the potential for real or perceived conflicts of interest due to my relationship with the Deputy County Manager. I don't believe this is very likely, but I will be cognizant of the possibility at all times and will address with the Board chair and County staff if/as needed.

If you have any questions, please contact Adrienne Lovato at 505-662-8293 or Victoria Pacheco at 505-663-3483



# LOS ALAMOS

## County Manager's Office BOARD & COMMISSION INTERVIEW QUESTIONS

STAVE LAURENT  
Applicant's Name

HPAB  
Board or Commission

SOBIA SAYEDA  
Interviewer Name

7/21/23 4PM  
Date/Time of Interview

Interview Conducted:  
\_\_\_\_ Personally  
TEAMS  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>LIVED IN LA SINCE 2008. PRACTICAL LAND USE LAW &amp; CORPORATE LAW. AFFORDABLE HOUSING IN THE PAST. CAME FROM DSU - HISTORIC PRESERVATION - 4-5 YRS HISTORIC PRES. MXP. &amp; TRIMBLE. WGT - 10M. ON KUMAR-LODGE HISTORIC BOARD.</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>COUNTY - HOUSING - CANDIDATE - IMPACTS COMMUNITY - NOT IN OUR COMMUNITY TO COUNTERACT HPAB CAN FACILITATE THOSE CONVERSATIONS</p>
3	<p>How do you perceive the role of County Boards and Commissions in local government?</p> <p>DO THE GROUND WORK FOR THE COUNCIL TO MAKE MORE CHALLENGING DECISIONS.</p>
4	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p>KNOW YOUR PLACE - STAND AS THE TOP KNOW WHAT COUNTY POLICIES &amp; MISSIONS EXIST KNOW WHAT THE MISSION OF THE BOARD IS. BE DIPLOMATIC - TO MOVE THE IDEAS IN A CONSTRUCTIVE DIRECTION. EMPATHY UNDERSTAND PROPERTY OWNERS POSITION. SHOW UP TO MEETINGS.</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>THINKING FROM COUNTY'S PERSPECTIVE - MAYBE BE ABLE TO SHARED COUNTY STAFF FROM OUTSIDE PERSPECTIVE</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>IN PRACTICE - PLANNING CITIZEN REPRESENTATIVE. BROWNSTONE LIAISON REPRESENTATIVE - WORK AS ATTORNEY &amp; HISTORICAL PRESERVATION PRESIDENT.</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>FAMILIAR W/ THE CHARTER &amp; ORDINANCE</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 AN ISSUE.</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>CONFLICT OF INTEREST? NONE</p>

Notes:



**County Manager's Office  
BOARD & COMMISSION INTERVIEW QUESTIONS**

Steve Laurent HPAB  
Applicant's Name Board or Commission

Melanee Hand 7/24/23, 11:30 a.m.  
Interview Conducted:

Interviewer Name Date/Time of Interview            Personally  
           X 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 Los Alamos in 2008-2015, and went to Park City, UT in Affordable Housing. An attorney in Land Use Law as a small business in town. And General Business. Worked 1-1/2 years for County for Nuisance Code. Worked for Code issues in S.F. Worked as in-house counsel for LANB. Worked at Bandelier as Park Ranger. Studied history and park preservation and forte in Historic Preservation. Strong historic preservation and training. Part of a team to create historic preservation codes. Served for 2 years -Fuller Lodge Historical Advisory Committee. Helped re-write the historic preservation code. Now a CLG, so HPAB expanded the role in the County. Need to establish historic boundaries to get the CLG money.</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: crisis housing and child care, allowing workers to have a normal life due to costs to live here. Los Alamos Community Foundation – day job. Have a number of properties that are privately own that should be designated for historic preservation. Get some local districts designated. Get owners involved and sense of pride in ownership of a historic property. Experience in those areas.</p> <p>If property is historic, discounted taxes.</p>
3	<p>How do you perceive the role of County Boards and Commissions in local government?</p> <p>Promote good decisionmaking to do detail work. Advisory role for Council with experience. Eyes and ears for Council in addition with County Staff.</p>
4	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p>Know your place, start at the top to understand why the Board exists, honor the rules. Be diplomatic, listen, communicate. Coalesce your position. Knarly discussions along the way. Being an attorney is helpful for having those skills. Empathy skill set with a regulatory mind-set. Advice to a property owner. Show up to meetings. Be active, read the agenda, participate. Be prepared for meetings.</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>Married to a County staffer so know how to navigate the waters. Talk to people, communicate limitations, broad sense of County perspective. Make sure everyone is working together and ensure County expectations met.</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>Moved back last summer from UTAH. Blue Ribbon Citizen Representative meeting with County Planning, bringing life experience, legal perspectives, and historic preservation and government background. Well-rounded experience. Bring people back to the point of the agenda – leadership. LACDC Board and Fuller Lodge Historic Advisory Board. Los Alamos Community Foundation, where he works, also has a Board – executive leader.</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>Haven't brushed up on it recently, but know it is Chapter 16 that he worked on recently. Not familiar with the County Charter. Sobia will provide a link. On County Manager's page. HPAB is part of Chapter 16. The charter has the member information.</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. Current job is 7/8 time. Work as a non-profit.</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. Aware of it and understand how it works.</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. HPAB is all in person and should be held in person if possible.</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>Conflict's of Interest – Because Steve is married to the Deputy County Manager. Disclosure and recusal can be used if a future perceived issue occurs.</p>

Notes: Next September 6, 2023. Chair appointment expired, but there will be a transition of leadership.

**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 Mary Tapia at 505-662-8040.*

**Profile**

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.

Loretta \_\_\_\_\_ A. \_\_\_\_\_ Weiss \_\_\_\_\_  
First Name Middle Initial Last Name

Street Address \_\_\_\_\_ Suite or Apt \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Postal Code \_\_\_\_\_

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

Primary Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_

**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?**

Michelle Murillo

**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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HPAB

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**Interests & Experiences**

**Which Boards would you like to apply for?**

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Historic Preservation Advisory Board: Submitted

**Why would you like to serve on this particular Board or Commission?**

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I have lived in Los Alamos for 20 years and have always been keenly interested in, and proud of, our town's unique and important role in history. One of my many nonproliferation-related programs at the lab (I am recently retired) was to run workshops for participants from various government agencies which involved Manhattan Project-era tours and discussions. I have also given countless tours to friends and relatives of the town and surrounding regions (Bandelier, Valle Grande), the Historical Museum, and Bradbury Museum. The Historical Preservation Advisory Board is of interest to me because it has the ability to influence further enhancement our town's historical sites and buildings -- and how those sites are designed to engage the public.

**What volunteer or professional activities have you participated in that could apply to this appointment?**

---

As mentioned above, my career in Nonproliferation at the lab afforded me the opportunity to share our town's history with many visitors, and to work with Allan Carr (laboratory historian) on a number of occasions. I would say my knowledge of town and laboratory history (and historical sites) is well above average. I also enjoy research and investigation (I'm a physicist), and am well-organized. If selected, this would be my first post-retirement volunteer activity. NOTE: I have served on HPAB since October 2022, during which time I have learned a considerable amount about how county government is organized and implemented and the important role of HPAB.

**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 have a particular interest in the Women's Dormitory; I live near it and have always thought it was a wonderful building that would make a fantastic addition to our Historical Sites. NOTE: Since I joined HPAB the county has also obtained the Oppenheimer property which I am also very enthusiastic about. I am also interested in engaging with the public and am currently taking the Ambassador training.

**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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Because of my interest in the Women's Dormitory I attended an open session of the Historical Preservation Advisory Board related to that project a few months ago; it was the first time I became aware of the HPAB. At that time I also became aware that a long-time friend, Michelle Murillo, was a member of the Board. I was excited to realize I could volunteer as well when an opening came up. Over the years I have also attended occasional public County Council meetings, but have never been involved in any commissions or other boards. NOTE: I have served on HPAB since October 2022; however, since I apparently filled an existing term that is ending in April 2023, I am re-applying for a full term.

**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)



# LOS ALAM@S

County Manager's Office

## BOARD & COMMISSION INTERVIEW QUESTIONS FOR B&C MEMBERS APPLYING FOR A SECOND TERM

✓ LORETTA WEISS  
Applicant's Name

HPAB  
Board or Commission

SOBIA SAYEDA  
Interviewer Name

3PM 6/5/23  
Date/Time of Interview

Interview Conducted:  
**ZOOM**

*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>SPACE SCIENTIST - HAS LIVED IN NM FOR AWHILE - HAS THE EXPERIENCE WORKING W/ VARIOUS COUNCILS. HAS BEEN A FASCINATING EXPERIENCE - HAVE LEARNED A GREAT DEAL.</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>HPAB WAS WORKING ON ACQUISITION OF BAKER HOUSE - INTERESTED IN WHAT HPAB CONTRIBUTES TO &amp; LEARNING - PROS &amp; CONS OF HISTORIC DISTRICTS - THAT BOUNDARIES ARE IMPORTANT TO ESTABLISH. HAPPY W/ MY 2024 PLAN.</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>APPRECIATE THAT WE ARE NOT A POLICING BOARD - BUT ADVISORY BOARD - CHALLENGE IS TO GET IT TO THE PUBLIC - COMMUNICATION W/ PUBLIC 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? Or operations of the Board and Commission system in general?</p> <p>HAVE A PROBABLY GOOD UNDERSTANDING - THE BOARD PLAYS A GOOD ROLE OF FEEDBACK THE PROCESS ON HAND - OR INTERACTION W/ THE WOULD LIKE TO ATTEND.</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>COUNCIL LIAISON IS DIRECT LINK TO COMMUNICATION W/ COUNCIL. STAFF TALKS THOROUGH MEETING MINUTES.</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>DID PARTICIPATE IN AMBASSADOR TRAINING IN HOW TO PROVIDE BETTER CUSTOMER SERVICE TO VISITORS IN LAC. COULD ENJOY A LITTLE BIT OF HAND HOLDING - W/ SOME TERMINOLOGY. WHAT IS THE ROLE OF THE BOARD - THE HANDBOOK IS HELPFUL - BUT A SHORT SIT DOWN SESSION WOULD BE HELPFUL.</p>
7	<p>What suggestions/comments would you like to offer in connection with your Board or Commission service so far?</p> <p>LIKE THE WAY THE BOARD MEETS. ARE OPEN - EFFICIENT &amp; EFFECTIVE. KEEP TO THE TOPIC</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 <u>deterrent</u> to your willingness to continue serving on the board?</p> <p>NO.</p>
10	<p>Do you have any questions of the interview panel?</p> <p>WHAT THE TURN OVER IN MEMBERSHIP IS.</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

**Loretta Weiss**

Applicant's Name

**HPAB**

Board or Commission

Melanee Hand

Interviewer Name

3:00 p.m.  
Date/Time of Interview

Interview Conducted:

**ZOOM**

***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>
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>Oppenheimer acquisition is interesting, and Baker House. Bathtub Row prospect. Learning about pros and cons with State, and one year plan with Board.</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><i>We are not a policing board, but an advising Board. Likes guiding citizens and helping, not policing. Challenges are giving the messages to citizens and making sure the public feels they have a channel to guidance.</i></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>Now has a better understanding of the Board roles and does filtering and reconnaissance to prepare for presenting to Council. I think we provided a good presentation to Council.</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>Important for Councilors to attend as liaisons. Staff takes good records to distill information for Council and citizen review.</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>Ambassador program is a great course to understand LA history that I attended. Good materials provided. Don't mind learning "from the seat of the pants", but maybe a little more "hand holding" could be helpful. Need to have acronyms spelled out to better understand.</p>
7	<p>What suggestions/comments would you like to offer in connection with your Board or Commission service so far?</p> <p>Like to give another 6-9 months before providing suggestions. Like that the Board doesn't digress.</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	<p>Do you have any questions of the interview panel?</p> <p>How many needed for quorum? 5 members total, so 3 members required to reach quorum.</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 ALAM@S

## County Manager's Office BOARD & COMMISSION INTERVIEW QUESTIONS FOR B&C MEMBERS APPLYING FOR A SECOND TERM

**Loretta Weiss**

Applicant's Name

Patrick Moore

Interviewer Name

**Historic Preservation Advisory Board**

Board or Commission

Date/Time of Interview

Interview Conducted:

**ZOOM**

**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>Space scientist background, been in LA since 1990, extensive travel and training.</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>Pros and cons of the importance of preservation. Assisted with the editing of the approved plan for the HPAB.</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>Like that we aren't a policing board but a support board. Helps the community with understanding preservation and processes.</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>Had no idea of how board operated previously, but now do. We do some filtering and it is our job to support with research or to find the experts—such as those with the Rose Garden or with the Historical Society—for support. We play an important role .</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>That Councilor Hand is present helps as she provide connection with board. Hasn't attended Council meeting, but good to know there is a link between our board and the Council.</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>Participating in the Ambassador program and training. A lot of good materials out there as well that she has become aware of.</p> <p>Could use some additional "hand holding" on acronyms and county processes. Perhaps a half hour session on how county works could help. Do have the handbook which is a valuable resource.</p>
7	<p>What suggestions/comments would you like to offer in connection with your Board or Commission service so far?</p> <p>Don't have anything to offer with confidence yet, as only been on the board for a few months, but find meetings to be efficient and productive. Like we don't wander too far from the topic.</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	<p>Do you have any questions of the interview panel?</p> <p>Size of board and support structure.</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.

Date: August 25, 2023

**Board or Commission:** Historic Preservation Advisory Board

**Interview Panel:**

Name: Melanie Hand, Council Liaison

Name: Patrick Moore, Board Chair (Chair Moore was on panel for Ms. Weiss only)

Name: Sobia Sayeda, Staff Liaison

**Applicants Interviewed:**

Name: Loretta Weiss

Date of Interview: June 5, 2023

Name: Steven Laurent

Date of Interview: July 21, 2023

**Interview Panel Recommendations:**

The interview panel for the Historic Preservation Advisory Board would like to recommend the following applicants for appointment:

Name: Loretta Weiss

Reappointment

Name: Steven Laurent

New Applicant

**The interview panel for the Community Development Advisory Board would like to recommend the following applicants to terms:**

Name : Loretta Weiss

to term ending April 30, 2026

Name : Steven Laurent

to term ending April 30, 2026

**Other information for Council:**



# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Staff Report

September 05, 2023

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**Agenda No.:** A.

**Index (Council Goals):** Quality Excellence - Effective, Efficient, and Reliable Services; Quality Governance - Fiscal Stewardship

**Presenters:** Philo Shelton, Utilities Manager and Karen Kendall, Deputy Utilities Manager - Finance

**Legislative File:** CO671-23

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### Title

Introduction of Incorporated County of Los Alamos Code Ordinance No. 02-351; An Ordinance Amending Chapter 40, Article III, Sections 40-121, 40-122, and 40-123 of the Code of the Incorporated County of Los Alamos Relating to Electric Rate Schedules, Customer Service Charges and Electric Energy Charges

### Recommended Action

**I introduce without prejudice, Incorporated County of Los Alamos Code Ordinance No. 02-351, An Ordinance Amending Chapter 40, Article III, Sections 40-121, 40-122, and 40-123 of the Code of the Incorporated County of Los Alamos Relating to Electric Rate Schedules, Customer Service Charges and Electric Energy Charges**

### Utilities Manager Recommendation

The Utilities Manager recommends that Council introduce this Code Ordinance.

### Board, Commission or Committee Recommendation

The Board of Public Utilities approved this ordinance at their regular meeting of August 16, 2023 and recommends that Council introduce as presented.

### Body

The Department of Public Utilities has not raised electric rates since 2015. The adopted FY2024 budget includes an 8% increase in revenue anticipating an electric rate increase. DPU contracted with for an electric rate study and cost of service study. The proposed rates are based on the results of the rate study portion of the contracted work. DPU is proposing rate increases for both FY2024 and FY2025.

### Overview of Code Ordinance 02-351

- GDS Associates completed their rate study which is based on forecasting future revenue on a system-wide basis.
- GDS Associates and DPU are working together to complete the Cost-of-Service study which looks at the cost of providing services by customer classes including net metering customers. They will present the results of this study once concluded. This portion of the study is not part of the current two-year rate increase proposal.
- Our current billing system cannot produce either Time of Use or Residential Demand bills.
- We are currently researching and developing a work plan for a billing system to accommodate Time of Use and/or Residential Demand rate structures.



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## Green Power & Time of Use

- The proposed rate ordinance removes the option to purchase green power.
- DPU no longer purchases RECs to offset production of electric power due to DPU's clean power production and purchases.
- The total revenue from voluntary green power initiative for FY2023 was \$6,725.
- DPU currently doesn't have any customers in the existing Time of Use Rate Class. Since we cannot accommodate Time of Use rates in our current billing system, DPU is proposing removing the Time of Use rate classes.

**Public Hearing Scheduled for:** Sept. 26, 2023

### **Alternatives**

If this ordinance is not introduced and approved, revenues will not be sufficient to match budgeted FY2024 revenue which will directly impact cash balances.

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

The revenues for FY2024 assume a rate increase and will only be achieved if the new rates are approved.

### **Attachments**

- A - Code Ordinance 02-351 Electric Rates
- B - Rate Comparison & History
- C - Electric Rates by Schedule
- D - Notice of Public Hearing

**INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE NO. 02-351**

**AN ORDINANCE AMENDING CHAPTER 40, ARTICLE III, SECTIONS 40-121, 40-122, AND 40-123 RELATING TO ELECTRIC RATE SCHEDULES, CUSTOMER SERVICE CHARGES, AND ELECTRIC ENERGY CHARGES**

**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 the Department be operated on a compensatory basis, with rates being just, reasonable, and comparable to those in neighboring communities; and

**WHEREAS**, the Department and Utility Manager have identified the need to increase natural gas and water rates to meet the projected revenue requirements of the Department; and

**WHEREAS**, pursuant to Section 203.1.d. of the County Charter, any change in County utility rates must be done via ordinance; and

**WHEREAS**, pursuant to Section 4.6.a. of the *Board of Public Utilities Procedural Rules* (ed 7/20/22), the Utilities Manager is responsible for preparing and presenting proposed utility rate ordinances to the Board of Public Utilities; and

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

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

**WHEREAS**, the Utilities Manager shall introduce the draft ordinance to the board of Public Utilities and present the budget and operational reasons for the proposed rate ordinance; and

**WHEREAS**, the Utilities Manager presented the proposed rate increases for natural gas to the Board of Public Utilities on July 19, 2023; and

**WHEREAS**, the Utilities Manager, after receiving comments from the Board of Public Utilities, presented the final rate ordinance on August 16, 2023; and

**WHEREAS**, the Board of Public Utilities [accepted and recommended/accepted and modified, etc.] the final rate ordinance and recommended forwarding it to Council for adoption; and

**WHEREAS**, on September 5, 2023 the County Council, pursuant to Section 203.2.1 of the County Charter introduced the proposed rate ordinance; and

**WHEREAS**, on September 26, 2023, the County Council, pursuant to Section 203.2.2 of the County Charter held a public hearing on the proposed rate ordinance.

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

**Section 1.** Sections 40-121, 40-122 and 40-123 of the Los Alamos County Code of Ordinances are amended to read as follows:

**Sec. 40-121. Schedules.**

(a) Residential rate service schedule 6-A is applicable only for normal domestic light and power use in individual residences, dwelling units, and individual apartments, where each unit is separately metered. All service shall be delivered through a single set of service wires at a single service location and measured by one meter.

(b) Small commercial (less than 50 kilowatts per month) rate service schedule 6-G is applicable for commercial lighting, small power and other commercial, business, professional and small industrial loads. All service shall be delivered through a single set of service wires at a single service location and measured by one meter. The customer's monthly demand shall be less than 50 kilowatts (kW), but excludes customers to whom service is applicable under another rate service schedule. When a customer under this schedule establishes a demand of 50 kilowatts or greater for two consecutive months, the large commercial (50 kilowatts per month or greater) rate schedule 6-K will be charged for the current billing month plus a minimum of 11 succeeding billing months.

(c) Large commercial (50 kilowatts per month or greater) rate service schedule 6-K is applicable to all customers with a demand over 50 kilowatts per month or greater. All service shall be delivered through a single set of service wires at a single service location and measured by one meter, but excludes those customers to whom service is applicable under another rate schedule.

(d) Small county (less than 50 kilowatts per month), schedule 6-L, and small public schools (less than 50 kilowatts per month), schedule 6-N, are applicable, respectively, to power used by the incorporated county and the public schools. All service shall be provided by single set of service wires at a single service location at one point of delivery, measured by one meter. The customer's demand for the month shall be less than 50 kilowatts, but excludes those customers to whom service is applicable under another rate schedule. When a customer under this schedule establishes a demand of 50 kilowatts or greater for two consecutive months, the large county (50 kilowatts per months or greater) schedule 6-M, or the large public schools (50 kilowatts per month or greater) schedule 6-R, rate schedule will be charged for the current billing month plus a minimum of 11 succeeding billing months.

(e) Large county (50 kilowatts per month or greater), schedule 6-M, and large public schools (50 kilowatts per month or greater) schedule 6-R, are applicable, respectively, to the incorporated county of Los Alamos and the public schools. All service shall be provided by a single set of service wires at a single service location supplied at one point of delivery, measured by one meter, and the customer's demand for the month shall be 50 kilowatts or greater, but excludes those customers to whom service is applicable under another rate schedule.

(f) Municipal street and traffic light service rate schedule 6-P is applicable to electric service provided to the incorporated county for street and traffic lights.

(g) Area lighting service schedule 6-Q is applicable to all customers for private area lighting service.

(h) Special electric service schedule 6-S is applicable to large power users with an annual load factor less than 20 percent and a connected load greater than 50 kilowatts. Annual load factor is calculated as average demand divided by peak demand to be calculated in January for the prior 12 months.

(i) Municipal water production system rate schedule 6-W is applicable to metered electric service provided to the incorporated county for bulk water pumping.

(j) Rate schedules 6-T, 6-U, 6-V and 6-Y are reserved.

~~(j) Commercial time-of-use rate schedule 6-T is applicable to each commercial customer otherwise subject to rate service schedules 6-G or 6-K who has given at least 15 days' notice to the utilities department that it wishes to obtain electric service under this rate service schedule. Any customer requesting service under this schedule shall be required to remain on this schedule for no less than 12 consecutive months before notice is given to return to rate service schedule 6-G or 6-K.~~

~~(k) Residential time-of-use rate schedule 6-U is applicable to each residential customer otherwise subject to rate service schedules 6-A who has given at least 15 days' notice to the utilities department that it wishes to obtain electric service under this rate service schedule. Any customer requesting service under this schedule shall be required to remain on this schedule for no less than 12 consecutive months before notice is given to return to rate service schedule 6-A.~~

~~(l) County time-of-use rate schedule 6-V is applicable to each county customer otherwise subject to rate service schedules 6-L or 6-M; public schools time-of-use rate schedule 6-Y is applicable to each public school customer otherwise subject to rate service schedules 6-N or 6-R, who has given at least 15 days' notice to the utilities department that it wishes to obtain electric service under this rate service schedule. Any customer requesting service under schedule 6-V or 6-Y shall be required to remain on this schedule for no less than 12 consecutive months before notice is given to return to rate service schedule 6-L, 6-M, 6-N, 6-R.~~

## Sec. 40-122. Electric customer service charges.

Customer service charges are to be applied as follows:

- (1) To each customer billed under rate service schedule 6-A, \$12.00 per month per meter through June 30, 2024 and \$12.60 per month per meter beginning July 1, 2024.
- (2) To each customer billed under rate service schedules 6-G, 6-K, 6-L, 6-M, 6-N and 6-R, \$22.00 per month per meter through June 30, 2024 and \$23.10 per month per meter beginning July 1, 2024.
- (3) To each customer billed under rate service schedule 6-S, \$65.00 per month per meter through June 30, 2024 and \$68.25 per month per meter beginning July 1, 2024.
- (4) To each customer billed under rate service schedule 6-W, \$217.75 per month through June 30, 2024 plus charges for energy and demand and \$228.64 beginning July 1, 2024 plus charges for energy and demand.
- ~~(5) To each customer billed under rate service schedule 6-T, \$32.00; service schedule 6-U, \$17.00; service schedules 6-V and 6-Y, \$32.00 per month per meter.~~
- ~~(6)~~ (5) To each customer billed under rate service schedule 6-P, \$19.18 per month per meter through June 30, 2024 and \$20.14 per month per meter beginning July 1, 2024.

## Sec. 40-123. Electric energy charges.

In addition to applicable customer service charges, electric energy charges and demand charges are to be applied as follows:

- (1) *Schedule 6-A.* Each customer billed under rate service schedule 6-A shall be charged \$0.1152 \$0.1282 per kilowatt hour through June 30, 2024 and \$0.1413 per kilowatt hour beginning July 1, 2024. ~~In addition to the charge authorized by this subsection, the following optional charges are authorized subject to rules promulgated by the department necessary to carry out its provisions:~~
  - ~~a. *Fixed option.* Customers billed under rate service schedule 6-A may choose to subscribe monthly to 100 kWh blocks of green power at the additional rate of \$0.5000 per block. The total of the subscribed blocks shall not exceed 90 percent of that customer's minimum monthly electric consumption during the previous 12 months.~~
  - ~~b. *Variable option.* Customers billed under rate service schedule 6-A may choose to subscribe to green power for 90 percent of their monthly electric consumption. Such consumption shall be billed at the additional rate of \$0.0050 per kilowatt hour.~~
- (2) *Schedule 6-G.* Each customer billed under rate service schedule 6-G shall be charged \$0.1444 \$0.1229 per kilowatt hour through June 30, 2024 and \$0.1351 per kilowatt hour beginning July 1, 2024. ~~In addition to the charge authorized by this subsection, the following optional charges are authorized subject to rules promulgated by the department necessary to carry out its provisions:~~

- ~~a. *Fixed option.* Customers billed under rate service schedule 6-G, may choose to subscribe monthly to 100 kWh blocks of green power at the additional rate of \$0.5000 per block. The total of the subscribed blocks shall not exceed 90 percent of that customer's minimum monthly electric consumption during the previous 12 months.~~
- ~~b. *Variable option.* Customers billed under rate service schedule 6-G may choose to subscribe to green power for 90 percent of their monthly electric consumption. Such consumption shall be billed at the additional rate of \$0.0050 per kilowatt hour.~~
- (3) ~~*Schedule 6-L.* Each customer billed under rate service schedule 6-L shall be charged \$0.1442 \$0.1263 per kilowatt hour through June 30, 2024 and \$0.1388 per kilowatt hour beginning July 1, 2024. In addition to the charge authorized by this subsection, the following optional charges for rate service schedule 6-L are authorized subject to rules promulgated by the department necessary to carry out its provisions:~~
- ~~a. *Fixed option.* Customers billed under rate service schedule 6L may choose to subscribe monthly to 100 kWh blocks of green power at the additional rate of \$0.5000 per block. The total of subscribed blocks shall not exceed 90 percent of that customer's minimum monthly electric consumption during the previous 12 months.~~
- ~~b. *Variable option.* Customers billed under rate service schedule 6L may choose to subscribe to green power for 90 percent of their monthly electric consumption. Such consumption shall be billed at the additional rate of \$0.0050 per kilowatt hour.~~
- (4) ~~*Schedule 6-N.* Each customer billed under rate service schedule 6-N shall be charged \$0.1089 \$0.1205 per kilowatt hour through June 30, 2024 and \$0.1326 per kilowatt hour beginning July 1, 2024. In addition to the charge authorized by this subsection, the following optional charges for rate service schedule 6-N are authorized subject to rules promulgated by the department necessary to carry out its provisions:~~
- ~~a. *Fixed option.* Customers billed under rate service schedule 6-N may choose to subscribe monthly to 100 kWh blocks of green power at the additional rate of \$0.5000 per block. The total of subscribed blocks shall not exceed 90 percent of that customer's minimum monthly electric consumption during the previous 12 months.~~
- ~~b. *Variable option.* Customers billed under rate service schedule 6-N may choose to subscribe to green power for 90 percent of their monthly electric consumption. Such consumption shall be billed at the additional rate of \$0.0050 per kilowatt hour.~~
- (5) ~~*Schedule 6-P.* Each customer billed under rate service schedule 6-P shall be charged \$0.1034 \$0.1146 per kilowatt hour through June 30, 2024 and \$0.1264 per kilowatt hour beginning July 1, 2024. In addition to the charge authorized by this subsection, the following optional charges for rate service schedule 6-P are authorized subject to rules promulgated by the department necessary to carry out its provisions:~~

- a. ~~Fixed option.~~ Customers billed under rate service schedule 6-P may choose to subscribe monthly to 100 kWh blocks of green power at the additional rate of \$0.5000 per block. The total of subscribed blocks shall not exceed 90 percent of that customer's minimum monthly electric consumption during the previous 12 months.
- b. ~~Variable option.~~ Customers billed under rate service schedule 6-P may choose to subscribe to green power for 90 percent of their monthly electric consumption. Such consumption shall be billed at the additional rate of \$0.0050 per kilowatt hour.
- (6) ~~Schedule 6-K.~~ Each customer under rate service schedule 6-K shall be charged ~~\$11.00~~ \$12.05 per kW of peak demand ~~through June 30, 2024~~ and ~~\$13.20~~ \$12.05 per kW of peak demand beginning July 1, 2024, plus ~~\$0.0824~~ \$0.0899 per kilowatt hour ~~through June 30, 2024~~ and ~~\$0.0985~~ \$0.0985 per kilowatt hour beginning July 1, 2024. In addition to the charge authorized by this subsection, the following optional charges are authorized subject to rules promulgated by the department necessary to carry out its provisions:
- ~~Customers billed under rate service schedule 6-K may choose to subscribe to green power for one percent, two percent, three percent, five percent, ten percent, 50 percent or 90 percent of their monthly energy electric consumption. Such consumption shall be billed at the additional rate of \$0.0050 per kilowatt hour.~~
- (7) ~~Schedule 6-M.~~ Each customer under rate service schedule 6-M shall be charged ~~\$10.50~~ \$11.50 per kW of peak demand ~~through June 30, 2024~~ and ~~\$12.60~~ \$11.50 per kW of peak demand beginning July 1, 2024, plus ~~\$0.0834~~ \$0.0914 per kilowatt hour ~~through June 30, 2024~~ and ~~\$0.1001~~ \$0.0914 per kilowatt hour beginning July 1, 2024. In addition to the charge authorized by this subsection, the following optional charges for rate service schedule 6-M are authorized subject to rules promulgated by the department necessary to carry out its provisions:
- ~~Customers billed under rate service schedule 6-M may choose to subscribe to green power for one percent, two percent, three percent, five percent, ten percent, 50 percent or 90 percent of their monthly energy electric consumption. Such consumption shall be billed at the additional rate of \$0.0050 per kilowatt hour.~~
- (8) ~~Schedule 6-R.~~ Each customer under rate service schedule 6-R shall be charged ~~\$10.50~~ \$11.51 per kW of peak demand ~~through June 30, 2024~~ and ~~\$12.60~~ \$11.51 per kW of peak demand beginning July 1, 2024, plus ~~\$0.0763~~ \$0.0836 per kilowatt hour ~~through June 30, 2024~~ and ~~\$0.0916~~ \$0.0836 per kilowatt hour beginning July 1, 2024. In addition to the charge authorized by this subsection, the following optional charges for rate service schedule 6-R are authorized subject to rules promulgated by the department necessary to carry out its provisions:
- ~~Customers billed under rate service schedule 6-R may choose to subscribe to green power for one percent, two percent, three percent, five percent, ten percent, 50 percent or 90 percent of their monthly energy electric consumption. Such consumption shall be billed at the additional rate of \$0.0050 per kilowatt hour.~~

(9) *Schedule 6-Q.*

- a. All metered customers under rate service schedule 6-Q shall be billed ~~\$1.20~~ \$1.31 per light per month through June 30, 2024 and \$1.43 per light per month beginning July 1, 2024, in addition to ~~\$0.128~~ \$0.140 per kilowatt hour through June 30, 2024 and \$0.1526 per kilowatt hour beginning July 1, 2024.
- b. Unmetered customers under rate service schedule 6-Q shall be billed:
  1. For each 70-watt high pressure sodium lamp which is privately owned and maintained, ~~\$3.44~~ \$3.77 per month through June 30, 2024 and \$4.13 per month beginning July 1, 2024.
  2. For each 70-watt high pressure sodium lamp for county or public school use, ~~\$4.46~~ \$4.88 per month through June 30, 2024 and \$5.34 per month beginning July 1, 2024.
  3. For each 70-watt high pressure sodium lamp for residential or commercial use, ~~\$4.50~~ \$4.93 per month through June 30, 2024 and \$5.40 per month beginning July 1, 2024.
  4. For each 100-watt high pressure sodium lamp which is privately owned and maintained, ~~\$4.84~~ \$5.30 per month through June 30, 2024 and \$5.80 per month beginning July 1, 2024.
  5. For each 100-watt high pressure sodium lamp for county or public school use, ~~\$5.80~~ \$6.35 per month through June 30, 2024 and \$6.95 per month beginning July 1, 2024.
  6. For each 100-watt high pressure sodium lamp for residential or commercial use, ~~\$6.06~~ \$6.64 per month through June 30, 2024 and \$7.27 per month beginning July 1, 2024.
  7. For each 175-watt mercury vapor lamp which is privately owned and maintained, ~~\$8.10~~ \$8.87 per month through June 30, 2024 and \$9.71 per month beginning July 1, 2024.
  8. For each 175-watt mercury vapor lamp for county or public school use, ~~\$8.86~~ \$9.70 per month through June 30, 2024 and \$10.62 per month beginning July 1, 2024.
  9. For each 175-watt mercury vapor lamp for residential or commercial use, ~~\$9.30~~ \$10.18 per month through June 30, 2024 and \$11.15 per month beginning July 1, 2024.
  10. For each 400-watt mercury vapor lamp which is privately owned and maintained, ~~\$17.14~~ \$18.77 per month through June 30, 2024 and \$20.55 per month beginning July 1, 2024.



11. For each 400-watt mercury vapor lamp for county or public school use, ~~\$17.45~~ \$19.11 per month through June 30, 2024 and \$20.93 per month beginning July 1, 2024.
12. For each 400-watt mercury vapor lamp for residential or commercial use, ~~\$18.34~~ \$20.08 per month through June 30, 2024 and \$21.99 per month beginning July 1, 2024.

(10) *Schedule 6-W.* Customers under rate service schedule 6-W shall be billed:

- a. A monthly energy charge equal to the sum of the actual LAC/DOE electric resource pool unit cost for the applicable month plus ~~\$0.016~~ \$0.018 per kilowatt hour through June 30, 2024 and \$0.020 per kilowatt hour beginning July 1, 2024 for the water production system; and
- b. A monthly demand charge equal to the actual LAC/DOE electric resource pool demand cost per kW times the water production system kW demand coincident with the LAC/DOE electric resource pool demand for the applicable month.

~~(11) *Schedule 6-T and 6-U.*~~

~~a. Customers under rate service schedule 6-T and 6-U shall be billed:~~

- ~~1. During the winter season beginning at 12:00 midnight on October 1 through 11:59 p.m. on April 30 of each year at an on-peak rate of \$0.1269 per kWh and an off-peak rate of \$0.0891 per kWh; and~~
- ~~2. During the summer season beginning at 12:00 midnight on May 1 through 11:59 p.m. on September 30 of each year at an on-peak rate of \$0.1232 per kWh and an off-peak rate of \$0.0808 per kWh.~~

~~b. For purposes of this rate service schedule 6-T and 6-U, on-peak hours are defined for the winter season as beginning at 9:00 a.m. and ending at 10:00 p.m. each weekday. On-peak hours are defined for the summer season as beginning at 9:00 a.m. and ending at 8:00 p.m. each weekday. Off-peak hours for winter and summer seasons are defined as any hours not otherwise defined as on-peak.~~

~~(12) *Schedule 6-V and 6-Y.*~~

~~a. Customers under rate service schedule 6-V and 6-Y shall be billed:~~

- ~~1. During the winter season beginning at 12:00 midnight on October 1 through 11:59 p.m. on April 30 of each year at an on-peak rate of \$0.1209 per kWh and an off-peak rate of \$0.0849 per kWh; and~~
- ~~2. During the summer season beginning at 12:00 midnight on May 1 through 11:59 p.m. on September 30 of each year at an on-peak rate of \$0.1174 per kWh and an off-peak rate of \$0.0770 per kWh.~~

b. ~~For purposes of this rate service schedule 6-V and 6-Y, on-peak hours are defined for the winter season as beginning at 9:00 a.m. and ending at 10:00 p.m. each weekday. On-peak hours are defined for the summer season as beginning at 9:00 a.m. and ending at 8:00 p.m. each weekday. Off-peak hours for winter and summer seasons are defined as any hours not otherwise defined as on-peak.~~

~~(13)~~ (12) Schedule 6-S. Each customer under rate service schedule 6-S shall be charged \$11.00 \$12.17 per kW of peak demand through June 30, 2024 and \$13.38 per kW of peak demand beginning July 1, 2024, plus \$0.0824 \$0.0908 per kilowatt through June 30, 2024 and \$0.0999 per kilowatt beginning July 1, 2024.

**Section 3. Effective Date.** This ordinance shall become effective upon adoption by the county Council and shall be implemented as soon as practical thereafter.

**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 ordinances 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 XX day of September, 2023.

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

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**Denise Derkacs  
Council Chair**

**ATTEST: (SEAL)**

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

## ELECTRIC RATES IN LOS ALAMOS COUNTY: 1998 - 2024

Rate Status	Effective Date	Service Charge	Commodity Rate (per kwh)	Residential 500 kwh	% Increase	*CPI Change
Proposed	July 2024	\$ 12.60	0.1413	\$ 83.25	9.4%	
Proposed	Oct 2023	\$ 12.00	0.1282	\$ 76.10	9.3%	29.2%
<b>Current</b>	<b>Feb 2015</b>	<b>\$ 12.00</b>	<b>0.1152</b>	<b>\$ 69.60</b>	<b>20.4%</b>	<b>1.3%</b>
Historical	Dec 2013	\$ 6.43	0.1028	\$ 57.83	8.0%	5.3%
Historical	Feb 2011	\$ 5.95	0.0952	\$ 53.55	5.0%	1.2%
Historical	Sept 2008	\$ 5.67	0.0907	\$ 51.02	4.8%	5.0%
Historical	July 2007	\$ 5.67	0.0860	\$ 48.67	4.8%	27.1%
Historical	Dec 1998	\$ 5.67	0.0815	\$ 46.42		
<b>TOTAL</b>					<b>61.7%</b>	<b>69.1%</b>

*\*Consumer Price Index data by month goes through June 2023*

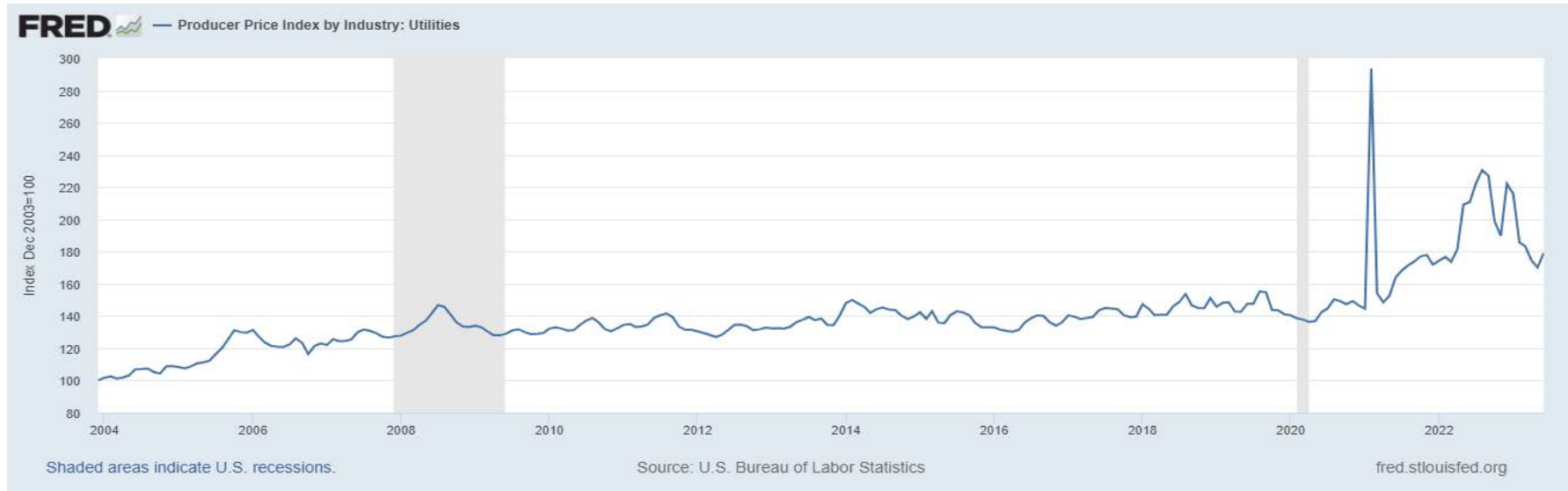
## Average Price: Electricity per kwh in U.S. City Average (Jan 1, 1980 - June 1, 2023)



Electricity prices are collected for the BLS for the same 75 areas on a monthly basis by the Department of Energy using mail questionnaires. All fuel prices include applicable Federal, State, and local taxes; prices for natural gas and electricity also include fuel and purchased gas adjustments.

Source: U.S. Bureau of Labor Statistics, Average Price: Electricity per Kilowatt-Hour in U.S. City Average [APU000072610], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/APU000072610>, August 9, 2023.

## Producer Price Index by Industry: Utilities (January 2004 to June 2023)



U.S. Bureau of Labor Statistics, Producer Price Index by Industry: Utilities [PCU221221], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/PCU221221>, August 9, 2023.

**ELECTRIC RATES**

		EXISTING			Effective 10/1/23 to 6/30/24		Effective July 1, 2024	
SCHED	CLASS	SERVICE CHARGE	COMMODITY	MEASURE	SERVICE CHARGE	COMMODITY	SERVICE CHARGE	COMMODITY
6-A	Residential	12.00	0.1152	per kwh	12.00	0.1282	12.60	0.1413
6-G	Small Commercial	22.00	0.1111	per kwh	22.00	0.1229	23.10	0.1351
6-K	Large Commercial	22.00	0.0821	per kwh	22.00	0.0899	23.10	0.0985
			11.00	per KW of peak demand		12.05		13.20
6-L	Small County	22.00	0.1142	per kwh	22.00	0.1263	23.10	0.1388
6-M	Large County	22.00	0.0834	per kwh	22.00	0.0914	23.10	0.1001
			10.50	per KW of peak demand		11.50		12.60
6-N	Small Public Schools	22.00	0.1089	per kwh	22.00	0.1205	23.10	0.1326
6-R	Large Public Schools	22.00	0.0763	per kwh	22.00	0.0836	23.10	0.0916
			10.50	per KW of peak demand		11.51		12.60
6-S	Winter Recreation Facility	65.00	0.0821	per kwh	65.00	0.0821	65.00	0.0821
6-S	Winter Recreation Facility		11.0000	per KW of peak demand		11.0000		11.0000
6-P	Street & Traffic Lights	19.18	0.1031	per kwh	19.18	0.1146	20.14	0.1264
6-Q	Private Area Lighting - Metered	1.20		per light + metered charges	1.31		1.43	
6-Q	Area Lighting - (Private)	3.44		per 70-watt	3.70		4.13	
6-Q	Area Lighting - (Private)	4.84		per 100-watt	5.30		5.80	
6-Q	Area Lighting - (Private)	8.10		per 175-watt	8.87		9.71	
6-Q	Area Lighting - (Private)	17.14		per 400-watt	18.77		20.55	
6-Q	County/School Area Lighting	4.46		per 70-watt	4.88		5.34	
6-Q	County/School Area Lighting	5.80		per 100-watt	6.35		6.92	
6-Q	County/School Area Lighting	8.86		per 175-watt	9.70		10.62	
6-Q	County/School Area Lighting	17.45		per 400-watt	19.11		20.93	
6-Q	Res'l/Comm'l Area Lighting	4.50		per 70-watt	4.93		5.40	
6-Q	Res'l/Comm'l Area Lighting	6.06		per 100-watt	6.64		7.27	
6-Q	Res'l/Comm'l Area Lighting	9.30		per 175-watt	10.18		11.15	
6-Q	Res'l/Comm'l Area Lighting	18.34		per 400-watt	20.08		21.99	

**NOTICE OF PUBLIC HEARING OF CODE ORDINANCE NO. 02-351**

**STATE OF NEW MEXICO, COUNTY OF LOS ALAMOS**

Notice is hereby given that the Board of Public Utilities, Incorporated County of Los Alamos, State of New Mexico, will hold a public hearing on August 16, 2023, at 5:30 p.m. in the Municipal Building, Council Chambers located at 1000 Central Avenue. At this open meeting, the BPU will consider and receive public comment on Code Ordinance No. 02-351. A full copy of the ordinance is available for inspection during regular business hours at the Department of Public Utilities, 1000 Central Avenue, Suite 130 or online at <https://ladpu.com/rates>. Interested citizens are encouraged to attend this public hearing either in person or via Zoom <https://us06web.zoom.us/j/88515885437>.

**INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE NO. 02-351**

**AN ORDINANCE AMENDING CHAPTER 40, ARTICLE III, SECTIONS 40-121, 40-122, AND 40-123 RELATING TO ELECTRIC RATE SCHEDULES, CUSTOMER SERVICE CHARGES, AND ELECTRIC ENERGY CHARGES**

Board of Public Utilities of the Incorporated County of Los Alamos

By: /s/ Steve Tobin, Chair

Published in the LA Daily Post: August 10, 2023



# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Staff Report

September 05, 2023

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**Agenda No.:** A.

**Index (Council Goals):** \* 2022 Council Goal - Investing in Infrastructure; DPU FY2020 - 1.0 Provide Safe and Reliable Utility Services

**Presenters:** James Alarid, Deputy Utilities Manager - Engineering

**Legislative File:** RE0556-23

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### Title

Incorporated County of Los Alamos Resolution No. 23-30, A Resolution Authorizing the County Council Chair or Los Alamos County Utilities Manager to Approve Submission of Completed Applications and Necessary Documents for 2024 Applications to the Water Trust Board for Funding Water System Projects

### Recommended Action

**I move that Council Approve Resolution No. 23-30 Authorizing Submission of an Application to the Water Trust Board for the 2024 Funding Cycle.**

### ..Utilities Manager's Recommendation

The Utilities Manager recommends that the Council approve as presented.

### Body

The Department of Public Utilities (DPU) has chosen to apply to the New Mexico Finance Authority, Water Trust Board (WTB) in the 2024 cycle to fund a project to replace 4,600 feet of 8-inch deteriorated cast iron waterline in San Ildefonso Road. The attached map (Attachment B) shows the limits of the proposed waterline replacement. The new waterline will be up-sized to a 12-inch waterline to support the proposed and planned housing projects on North Mesa. The waterline has experienced an increasing number of failures in recent years and the observed condition of the line during repairs reveal a severely corroded pipeline. The project is estimated to cost \$2 million. DPU recommends applying for \$2 million from the WTB. While DPU does not know the amount that will be awarded, however, if successful it is anticipated the award will have a 60% grant component, and a 40% loan component (20-year term @ 0% interest, 0.25% administrative fee), with a required match of 20% of the awarded amount which would come from DPU water distribution capital funds.

### Alternatives

If the resolution is not approved, an application will not be made for the 2024 funding cycle.

### Fiscal and Staff Impact/Planned Item

If the application is made, DPU will budget the project in FY2025 to demonstrate to the NMFA DPU has the required matching funds and for the spending authority if successful in receiving the award.

### Attachments

A - Resolution No. 23-30

B - Map of the Proposed Project

C - Publication Notice 20230824



**INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 23-30**

**A RESOLUTION AUTHORIZING THE COUNTY COUNCIL CHAIR OR LOS ALAMOS COUNTY UTILITIES MANAGER TO APPROVE SUBMISSION OF COMPLETED APPLICATIONS AND NECESSARY DOCUMENTS FOR 2024 APPLICATIONS TO THE WATER TRUST BOARD FOR FUNDING WATER SYSTEM PROJECTS**

**WHEREAS**, the 2001 Legislature enacted the Water Project Finance Act which created the Water Project Fund (“Fund”) in the State’s New Mexico Finance Authority (“NMFA”) and charged the NMFA with the administration of the Fund and the Water Trust Board (“WTB”); and

**WHEREAS**, the Incorporated County of Los Alamos (“County”) is a qualified entity under the New Mexico Finance Authority Act, NMSA 1978, §§ 6-21-1 through 6-21-31 (2003) (“Act”), and County is authorized to borrow funds and/or issue bonds for financing of public projects for the benefit of County; and

**WHEREAS**, the NMFA has instituted a program for financing of projects from the Fund created under the WTB Act (Sections 19.25.10.1 through 19.25.10.20, NMAC 2008) and has developed an application procedure whereby the County Council (“Governing Body”) may submit an application (“Application”) for financial assistance from the NMFA for public projects; and

**WHEREAS**, County intends to undertake replacements for its Water System projects (“Projects”) for the benefit of the County and its citizens; and

**WHEREAS**, County acknowledges a commitment to provide the necessary match funding and funding for future operations and maintenance for these Projects for the benefit of the County and its citizens; and

**WHEREAS**, the WTB requests, as part of the application process, adoption and submittal of a resolution of commitment to the implementation of an asset management plan; and

**WHEREAS**, County and WTB’s investments shall be protected and maintained for optimum longevity through County’s asset management plan; and

**WHEREAS**, the Applications for WTB funding, as prescribed by NMFA, together with this Resolution, shall be completed and submitted by the Governing Body to NMFA for its consideration and review; and

**WHEREAS**, the Applications for WTB funding, as prescribed by NMFA, together with this Resolution was recommended to be forwarded to the County Council by the County’s Board of Public Utilities (“Board”) on August 16, 2023; and

**WHEREAS**, a meeting of the County Council was held on this date to consider the authorization and submission of the Applications for 2024 WTB Funding Requests for County’s Water System projects, implementation of and administration of an asset management plan, and authorization for match and operation and maintenance funding.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE Incorporated County of Los Alamos:**

**Section 1.** That the Chair of the Incorporated County of Los Alamos Council, the County's Utility Manager ("Utilities Manager") and necessary employees are hereby directed, authorized and requested to submit the necessary documents and applications to NMFA for its review of the project ("Project") which is to replace 4,600 feet of waterline in San Ildefonso Road on North Mesa, and are further authorized to take such other action as may be requested by the NMFA in its consideration and review of the Application(s) and to further proceed with arrangements for financing the Project.

**Section 2.** The Council further provides authorization for the Utilities Manager to allocate required matching grant funding for the Project and for any future operation and maintenance costs of the Project if the Projects and applications are accepted.

**Section 3.** All acts and resolutions in conflict with this Resolution are hereby rescinded, annulled and repealed.

**Section 4.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this 5<sup>th</sup> day of September 2023.

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

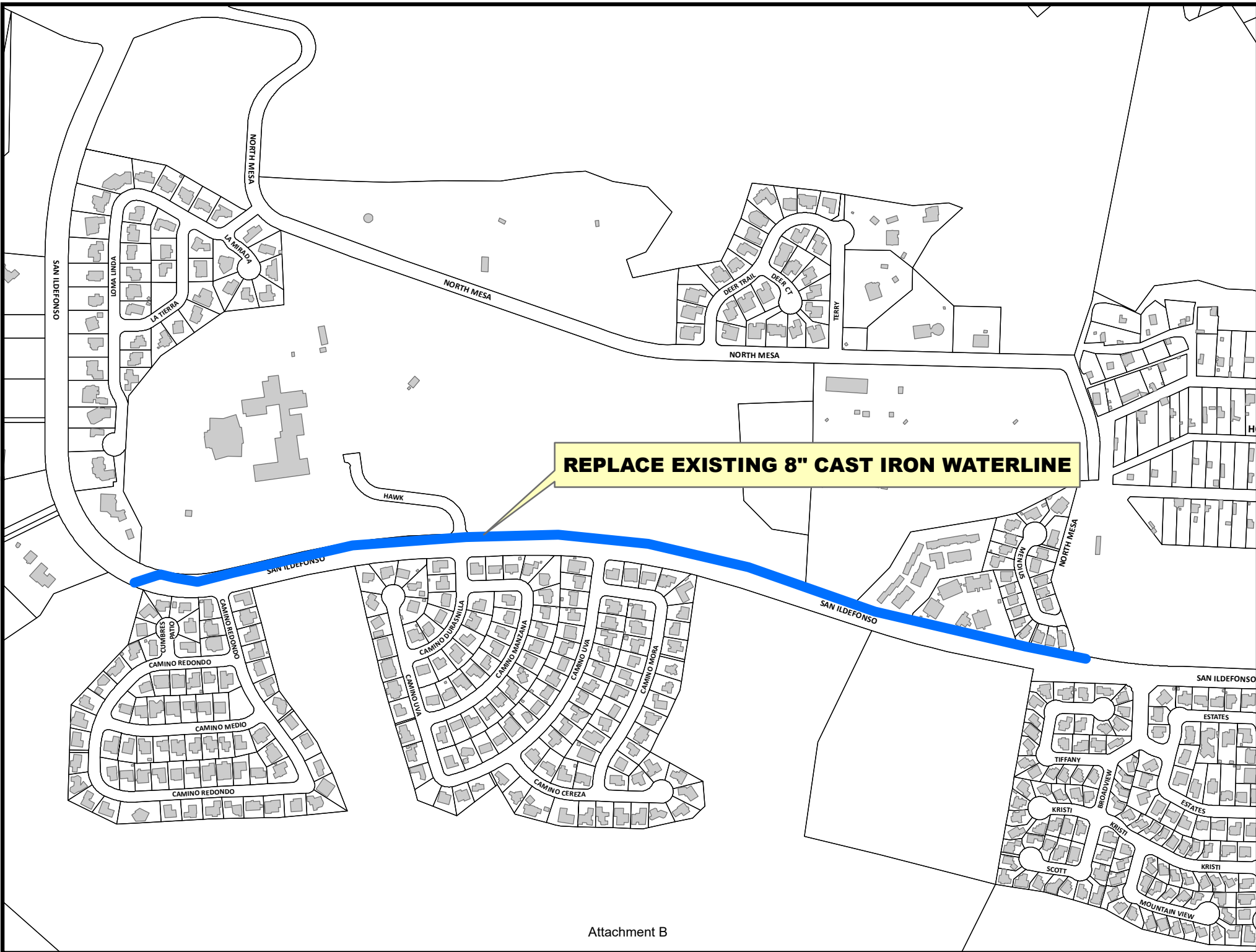
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**Denise Derkacs,  
Council Chair**

**ATTEST:**

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



**REPLACE EXISTING 8" CAST IRON WATERLINE**

**NOTICE OF RESOLUTION NO. 23-30  
STATE OF NEW MEXICO, COUNTY OF LOS ALAMOS**

Notice is hereby given that the Council of the Incorporated County of Los Alamos, State of New Mexico, has directed publication of Los Alamos County Resolution No. 23-30. This will be considered by the County Council at an open meeting on Tuesday, September 5, 2023, 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 RESOLUTION NO. 23-30  
A RESOLUTION AUTHORIZING THE COUNTY COUNCIL CHAIR OR LOS ALAMOS COUNTY  
UTILITIES MANAGER TO APPROVE SUBMISSION OF COMPLETED APPLICATIONS AND  
NECESSARY DOCUMENTS FOR 2024 APPLICATIONS TO THE WATER TRUST BOARD FOR  
FUNDING WATER SYSTEM PROJECTS**

Council of the Incorporated County of Los Alamos

By: /s/ Denise Derkacs, Council Chair

Attest: /s/ Naomi D. Maestas, County Clerk

LA DAILY POST

Publication Date: **Thursday, August 24, 2023**



# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Staff Report

September 05, 2023

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**Agenda No.:** A.

**Index (Council Goals):** Economic Vitality - Local Business

**Presenters:** Paul Andrus, Community Development Director and Sobia Sayeda, Planning Manager

**Legislative File:** 17520-23

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### **Title**

Update on the Los Alamos County Short-term Rental Program Process

### **Body**

Los Alamos County has contracted with Wilson & Co. to engage the community to create a Short-term Rental (STR) program report that will establish a mechanism for STRs to legally operate in the County, and that will effectively manage the benefits and drawbacks of STRs. STRs, which commonly use sites such as AirBnb, Vrbo, and FlipKey, are defined as: "any dwelling unit, or part thereof, where lodging is provided for no more than 30 days for compensation." Currently, the Los Alamos County Development Code is silent regarding STRs requirements and regulations.

The purpose of this presentation is to provide County Council with an update on the process of developing an ordinance for regulating STRs, respond to questions from Council and receive guidance on next steps toward finalizing a draft ordinance.

### **Attachments**

A - Short-term Rental Program Development Project Presentation



**LIVE** **HOST** **VISIT**

LOS ALAMOS COUNTY  
SHORT-TERM RENTAL PROGRAM  
DEVELOPMENT PROJECT

Council Work Session: Presentation  
September 5<sup>th</sup>, 2023

# BRIEF BACKGROUND

- While defined, short term rentals not explicitly covered in chapter 16
  - Bed and Breakfast establishments are regulated
- Staff presented to previous Council in 2021 to receive feedback for potential ordinance
- Council instructed staff to proceed with developing draft ordinance for consideration
- Because of potential sensitivity to issue was intended to be separated out from overall chapter 16 update
- Engaged with Wilson and Company to facilitate process and develop draft ordinance and STR program - 2022

# NEED FOR A SHORT-TERM RENTAL PROGRAM

Short-term Rentals (STR) have become a desirable choice for travelers seeking an authentic local experience.

Interest in hosting and operating STRs by property owners has increased in the last couple of years:

- Staff has received inquiries
  - Allowance for property use for an STR
  - Parking requirements
  - Business Registration requirements
- Neighbors have complained of unregulated STR units
  - Noise, Traffic, Parking, Trash and other Property Maintenance concerns
  - Need for Emergency services



# NEED FOR A SHORT-TERM RENTAL PROGRAM

Lack of a framework for administration of STR units is limiting the County to minimally regulate the following:

- STRs are not listed as an allowed use in current County Development Code. Definitions listed.
- Quiet enjoyment of residential neighborhoods and Comprehensive Plan goals for existing neighborhood protection standards.
- Long-term housing supply and affordability impacts.
- Means to provide public health and safety in lodging options. Goal #5 of Housing in Comp Plan

# CURRENT CODE & POLICIES

Uses and issues that are currently regulated County Code:

- Chapter 16, Bed and Breakfast use defined in code
  - Requires Conditional Use Permit in residential zone districts
  - Owners required on site
- Chapter 16. Minimum off-street parking requirements for residential and commercial uses
- Chapter 18, Article II. Property maintenance standards
- Chapter 18, Article III. Noise ordinance
- Chapter 10, Building Code
- International Fire Code

# ADOPTED PLANS

Comprehensive Plan Core Themes:

Goals, Policies, & Strategies

- **Housing:** provide a variety of housing type
- **Neighborhoods:** Economic Vitality Promote neighborhood stabilization; Transition buffers between single family residences and more intense uses, Lodgers tax for STRs
- **Growth:** More lodging units for tourism

Development, Redevelopment, and Downtown

- **Downtowns:** Increase density in and near downtowns.

# STR REGULATION FRAMEWORK

Provide appropriate compliance mechanism to legally operate and safely occupy STRs in Los Alamos County:

- Identify zone districts where STRs increase economic vitality and support neighborhoods per Comprehensive Plan goals.
  - Through increasing density in Mixed-use and Downtown Zone Districts
  - Ensuring and maintaining residential character of existing neighborhoods.
- Identify appropriate means for applying currently adopted Fire and Building codes to existing and new residential and commercial STR properties.
- Provide legal mechanism for registration of an STR business.

# SHORT TERM RENTAL PROGRAM STATUS

## Public & Council meetings:

- County Council Meeting 2021 – Need for an STR Program initiation
- Public Meeting February 22<sup>nd</sup>, 2023 – Project introduction and public input
- County Council meeting February 28<sup>th</sup>, 2023 – STR Program introduction
- Public Meeting May 17<sup>th</sup>, 2023 – STR Draft Program introduction
- Public comments on draft accepted through June 18<sup>th</sup>
- STR Steering Committee Meetings held January – June 2023

## Public survey conducted February 22<sup>nd</sup> through March 26<sup>th</sup> 2023

- Survey received 504 total responses
- Steering committee reviewed and provided input
- Public survey results published

# STEERING COMMITTEE

- UNM/Small Business Center
- Visiting Nurses
- Los Alamos Housing Partners
- Los Alamos County
  - Building Safety
  - Planning
  - Fire
  - Police
  - Attorney
- Chamber of Commerce/LACDC
- Neighborhood advocate
- Property management/Realtor
- Pueblo Canyon Inn
- Los Alamos Medical
- Los Alamos Public Schools
- Planning and Zoning Commissioner

# REGULATORY TOOLS UNDER CONSIDERATION

Business Registration and STR Permit Requirement

Annual License Caps

Planning & Zoning Review

- Density Caps
- Permitted in Certain Zone Districts
- Off street Parking
- Public Notice

Life Safety Inspections

- Fire inspections
- Egress Requirements

# NEXT STEPS – STAFF RECOMMENDATIONS

Monitor regulatory aspects being challenged and their outcomes before a final program is proposed and adopted

Bring back an ordinance addressing Planning & Zoning and Life Safety Concerns

Publish for Public Review

Bring to Council for Review and Approval



# QUESTIONS?



# Thank you!

**LIVE** | **HOST** | **VISIT**

LOS ALAMOS COUNTY  
SHORT-TERM RENTAL PROGRAM  
DEVELOPMENT PROJECT



# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Staff Report

September 05, 2023

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**Agenda No.:** B.

**Index (Council Goals):**

**Presenters:** Danielle Duran, Intergovernmental Affairs Manager, Randall Ryti, Councilor and Theresa Cull, Councilor

**Legislative File:** 17782-23

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### Title

**Discussion and Possible Action on Los Alamos County Support for the Amendment of the Radiation Exposure Compensation Act (RECA)**

### Recommended Action

**I move that Council authorize the Chair to sign a letter of support regarding the extension and expansion of the RECA as amended within the National Defense Authorization Act (NDAA) on behalf of the County of Los Alamos.**

### County Manager's Recommendation

The County Manager recommends that Council approve support of the amendment to the RECA as indicated by the Recommendation of the Council's Federal Committee.

### ..Board, Committee or Commission Recommendation

The Council Federal Committee recommends that the full Council support the extension and expansion of the RECA and direct staff to draft a letter of support to be signed by the Chair and transmitted to the office of Senator Ben Ray Lujan.

### Body

Originally passed in 1990, the Radiation Exposure Compensation Act (RECA) provides a one-time benefit payment to individuals who may have developed cancer or other specified diseases after being exposed to radiation from atomic weapons testing or uranium mining, milling or transporting. The RECA program is scheduled to sunset in 2024.

Unfortunately, the original RECA bill failed to recognize that radioactive fallout is not restricted by state lines and left out so many impacted communities. At present, only those who lived near the Nevada Test Site during a period of atomic weapons testing are eligible for compensation for their status as a downwinder. This measure seeks to remedy that to include other state impacted by nuclear testing.

This amendment would update the current RECA program by expanding the geographic downwinder eligibility to include then-residents of Arizona, Colorado, Idaho, Montana, Nevada, New Mexico, and Utah. This legislation would also expand eligibility for certain individuals working in uranium mines, mills or transporting uranium ore after 1971. Our legislation would increase the amount of compensation an individual may receive and extend the RECA program another 19 years following enactment.

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The amendment is co-sponsored by Sen. Lujan (NM), Sen. Hawley (MO), and Sen. Crapo (ID). The Senate version of the NDAA which includes this amendment was passed in the U.S. Senate on July 27, 2023.

**Fiscal and Staff Impact/Unplanned Item**

There is minimal fiscal and staff impact due to this item.



# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Staff Report

September 05, 2023

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**Agenda No.:** 1)

**Index (Council Goals):** Quality Governance - Communication and Engagement; Quality Excellence - Effective, Efficient, and Reliable Services

**Presenters:** County Council - Regular Session, Theresa Cull, Vice-chair, Melanee Hand, Councilor and Suzie Havemann, Councilor

**Legislative File:** 17532-23

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### Title

Council Rules Committee Update

### Recommended Action

I move that Council approve the proposed 2023 Procedural Rules as presented [or with the following changes: \_\_\_\_\_].

### Board, Commission or Committee Recommendation

The Rules Council Committee recommends approval of revised Council Procedural Rules.

### Body

Several items were sent to the Rules Council Committee for consideration. The committee met several times with County Attorney Alvin Leaphart. The proposed revised Council Procedural Rules are shown in Attachment A (redlined version) and Attachment B (clean version).

Below are the highlights of the proposed changes:

- "Chair" and "Council Members" sections under "Officers and Members" - a lot of editing to shorten and remove unnecessary verbiage.
- Council Meetings - public comment changes; comments in writing
- Meeting Agendas - consent agenda changes
- New "Council Working Groups" section to replace "Council Committees"
- Added Utilities/BPU to Attachments A and B
- Removed Attachment D (Process for Selection of BPU Member)

### Alternatives

Council could make changes to the proposed procedural rules before approving or Council could not approve the changes and ask the Rules Committee to continue their work on the items.

### Fiscal and Staff Impact/Planned Item

There is minimal fiscal and staff impact due to this item.

### Attachments

A - August 8, 2023 Council Procedural Rules Update - Redlined

B - August 8, 2023 Council Procedural Rules Update - Draft Proposed Final

**LOS ALAMOS COUNTY COUNCIL**  
**PROCEDURAL RULES**

**Commented [CT1]:** One of our goals should be to streamline meetings.

August 8~~March 29, 2023~~ UPDATE

**PREAMBLE**

The Council of the Incorporated County of Los Alamos is the governing body of Los Alamos County and was created by the Los Alamos County Charter. The Charter is relatively undemanding with respect to Council procedure, format, and operating methods, so the Council is, to a large extent, self-regulating. The following rules, therefore, are adopted as a set of operating procedures to which the Council voluntarily binds itself, except as otherwise provided herein. The current edition of Robert's Rules of Order ~~is used as a guide~~apply only where Council rules are silent. If any of these rules are found to conflict with the Los Alamos County Charter, the Charter shall take precedence. The County Charter, along with the Los Alamos County Code of Ordinances can be found on the Los Alamos County webpage.

**ETHICS**

The Council adopts, by reference, the provisions of the Governmental Conduct Act, NMSA 1978 § 10-16-1 et seq. as well as Sections 30-1 thru 30-30 of the Code of Ordinances of the Incorporated County of Los Alamos, which is commonly referred to as the Code of Conduct, in their entirety and affirmatively supports Council's and individual Councilor's adherence to their provisions.

**OFFICERS AND MEMBERS**

**Election.** The Council shall elect a Chair and Vice-Chair from among its members at its first regular meeting after January 1 of each year. The Chair and Vice-Chair will serve at the pleasure of the Council and be eligible for election to subsequent terms.

**Chair.** The Chair shall preside at Council meetings and shall:

- Keep Councilors informed of events, meetings or other occasions where the Chair acted or will act as the official spokesperson for the Council. The Chair acknowledges that he or she does not have additional authorities above and beyond those identified in this document or the Charter. ~~The Chair is not authorized to commit actions of the County or the Council without a full Council vote.~~
- Ensure that all other Councilors are informed, within a reasonable time, of significant communications directed to the Chair, in the Chair's official capacity representing the Council.
- When the Chair and Vice-Chair are ~~temporarily on travel or otherwise~~ unable to perform their duties, appoint a Councilor to serve as Chair.
- ~~The Chair serves an important administrative function by e~~Overseeing the agendas for County Council Meetings and ~~running~~ Council Meetings. The Chair ~~will manage~~s the agendas for County Council Meetings with fair and equitable treatment of the agenda requests from all other Councilors. ~~Every Councilor has the right to place items on Council Meeting agendas and expect that they will be assigned to a meeting within a reasonable time frame. If the Chair is uncertain about the appropriate timing for placement of specific agenda items, he or~~

~~he is to raise the issue in a timely manner with the Councilor who requested the item.~~

- Make Council liaison assignments to each of the boards or commissions.
- Respond to emails from the public on behalf of Council as a whole.
- ~~The Chair will p~~Present the annual state of county message no later than before the end of the Chair's term.
- ~~The Chair is responsible for a~~Applying the rules of parliamentary procedure during meetings. The Chair should be well versed in those rules, because the Chair, for all intents and purposes, makes the final ruling on the rules.
- All decisions by the Chair are final unless overruled by the majority of Council by a Point of Order. The Chair has discretion, subject to override by Council, to deviate from the letter of these rules. The Chair may make or second motions and participate in discussion as any other Councilor. However, as a matter of decorum, the Chair should normally defer to another Councilor to make the motion.

**Vice-Chair.** The Vice-Chair shall assist the Chair in the performance of the duties of the Chair, and act in the Chair's place when the Chair is unable to perform the duties of the Chair.

**Council Members.** Councilors, including the Chair and Vice-Chair, have equal powers and duties except as otherwise specified in the Charter and these rules. In addition to their duties specified in the County Charter or Code or in other County ordinances, Councilors shall:

- ~~Stay informed of County policies.~~
- ~~In all communications regarding County business, make clear, including in their role as Board Liaisons, that they s~~Speak for themselves, unless authorized by ~~the~~ Council to speak for ~~the Council, as a whole.~~ When speaking for Council the Councilor shall represent the policies and positions adopted by Council, or unless stating Council action in adopted Ordinances, Rules, Policies or other official Council action, such as action taken in an adopted motion at a Council meeting.
- ~~When delegated by Council, represent the official policies or positions of the County Council to the best of their ability and report to Council in a timely manner on meetings or key discussions, actions, or intentions of the Board to which the Councilor is a delegate in order for Council to determine whether to take further action.~~ When pursuing State or Federal legislative priorities established by Council, report substantive information from that endeavor to the Council, as applicable, during a public meeting.
- ~~Participate on standing and ad hoc committees as requested, except upon showing of good cause.~~
- ~~After each legislative activity, provide a report to the rest of the Council with an update of all relevant information obtained from that activity.~~
- Serve as Council liaison to assigned advisory boards or commissions. Council liaison assignments to each of the boards or commissions will be made periodically by the Chair. As a liaison, and the assigned Councilors shall report the key activities of the Board or Commission to Council during the County Council regular meeting designated agenda item. Other Councilor reports should be included during the Councilor

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~~Comments agenda item, will serve as the primary information liaison between the board or commission and Council, providing guidance and advice about the board or commission issues to bring to the attention of the Council for action or for information. The Councilor will, after consultation with the Chair of the board or commission attend regular meetings of the board or commission and communicate highlights to Council as appropriate. Preferably, highlights will be provided to staff for inclusion in the published agenda, to participate in the board or commission as agreed and should meet periodically with the chair of the board or commission to determine the level of participation desired by the board or commission and issues in which the Council should be advised.~~

- Maintain the confidentiality of applicable County records, closed session discussions, and other confidential information, as specifically required by Section 30-10 of the Los Alamos Code of Ordinances law, policies, rules, and regulations.
- ~~Recognize the importance of County business being open to public scrutiny and that the business of the Council is generally public as required by law. However, the law also allows closed meetings when the public conduct of governmental business could put the public's interest at risk by jeopardizing sensitive negotiations or chilling the necessarily frank discussion needed to reach certain decisions. The Statutes provide carefully defined instances in which Council may conduct its business in closed session. In order to protect the information provided during closed sessions and to facilitate the collegiality in which the Council must function to do the best job it can for the public, individual councilors are expected to respect the confidential nature of information and discussions that are properly deemed confidential under the law. Comply with the requirements of the Open Meetings Act and the Inspection of Public Records Act. Councilors shall report in a timely manner to all records requests made by the Records Custodian.~~
- Evaluate the performance of the County Manager, Utilities Manager, and the County Attorney according to the schedule and template adopted as shown in Attachment A.
- Hire the County Manager, Utilities Manager, and County Attorney according to the process outlined in Attachment B.
- ~~Provide input to the hiring of the Department of Public Utilities Manager as conducted by the Board of Public Utilities. Appointment shall only occur with formal approval of the Council in accordance with the County Code.~~
- Respond to emails, phone calls, and texts from other Councilors, if permissible under the Open Meetings Act, within a reasonable time frame; ideally within 3 days. If allowed by the Open Meetings Act, Councilors should meet with another Councilor as requested within a reasonable time frame, ideally within a week.
- ~~For emails from the public to the Council as a whole, the Chair will provide a response on behalf of the Council. If an individual Councilor wants to respond to emails from the public that are addressed to the Council as a whole, the Councilor can respond to the individual without a copy to all Councilors.~~
- ~~If requested, meet with any other Councilor, as appropriate under the Open Meetings Act, within a reasonable time frame; ideally within a week. Councilors shall use a Los Alamos County provided email account for all Council business. If a Councilor receives any email communications regarding Council business in a non-County email account, the Councilor shall forward such email communications to their his/her County email account and only respond to, reply, or forward such email communications from the his/her County email account.~~

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- ~~Submit at least annually, no later than February 15 of each year, a completed Disclosure of Outside Employment, Membership and Financial Interest form each calendar year. Councilors shall promptly update the disclosure form if material changes occur, also submit updated forms to include any changes that occur before the annual submission to ensure full and accurate disclosure. Councilor disclosure statements and any updates shall be kept on file in the County's Human Resources Department and shall be posted on the County's Sunshine web page. Each year, the Human Resources Department will remind Councilors to fill out these forms in a timely manner.~~

~~Respond to the Records Custodian according to the timeline and instructions accompanying a request made under the New Mexico Inspection of Public Records Act (Act), NMSA 1978, Sections 14-2-1, et seq., (which requires governmental agencies to make their records available to the public, with limited statutory exceptions); or immediately notify the Custodian if circumstances exist that could prevent timely compliance with the instructions or request.~~

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**VACANCIES**

~~Elected Officials. Should a vacancy arise in the office of an elected official, Council shall appoint a successor in accordance with appropriate New Mexico statutes. Council will utilize the procedure specified in Attachment C for selecting among candidates to fill the vacancy.~~

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**COUNCILOR EMAIL COMMUNICATIONS**

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~~Councilors shall use a Los Alamos County provided email account for all Council business. If a Councilor receives any email communications regarding Council business in a non-County email account, the Councilor shall forward such email communications to his/her County email account and only respond to, reply or forward such email communications from his/her County email account.~~

## COUNCIL MEETINGS

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**Regular Meetings.** Regular meetings of Council will be set under the requirements of the annual Open Meetings Resolution adopted by Council. Public comment will be taken at the beginning of the meeting for items that are not on the agenda or do not require action by Council. Comments on action items will be taken at the time the action is considered, as described below under Basic Format for Agenda Item Discussion. ~~Public comment also will be taken at the end of the meeting on any topic.~~ Comments generally will be limited to three minutes unless a different parameter is established ~~announced for shorter time~~ by the Chair ~~before public comment begins on any given agenda item.~~ ~~Comments may also also will be submitted in writing, accepted by available written methods.~~

**Work Sessions.** The Council may schedule work sessions on a regular basis under the requirements of the annual Open Meetings Resolution. Council meetings designated as work sessions will be held for the primary purpose of discussing issues at length with staff in an informal setting without taking formal action, except for required procedural actions such as approving minutes from a prior council meeting or adopting a statement for inclusion in the minutes regarding a closed session. Public comment will be taken ~~only~~ at the beginning and ~~after each agenda item ending of the session, and by available written methods.~~

**Closed Meetings.** The Chair may call a closed ~~meeting session~~ to discuss issues (such as pending litigation, personnel matters, collective bargaining strategy) pursuant to NMSA 1978, 10-15-1 (H) ~~(2,5 etc.)~~. ~~In the next Council meeting f~~Following the closed ~~meeting session~~, the Chair will call for a motion that is substantially similar to the following:

"I move that Council approve the following statement for inclusion in the minutes: 'The matters discussed in the closed session held on (MONTH)(DAY)(YEAR) that began at (TIME) were limited only to those topics specified in the (NOTICE)(MOTION) of the closed session.'"

~~This motion is a procedural motion, therefore only a show of hands is required rather than a roll call vote.~~

**Special Meetings.** The Chair, ~~may~~ call a special meeting, ~~or the Council~~ at an open meeting, ~~the Council~~ may set a special meeting for the purpose of conducting County business. Notice of a special meeting will follow the requirements of the annual Open Meetings Resolution.

**Emergency Meetings.** The Chair may call an emergency meeting in accordance with the annual Open Meetings Resolution.

**Meeting Agendas.** The Chair and Vice-Chair will, in consultation with the County Manager, develop the Council meeting agenda. The Chair will schedule another Councilor to participate in each agenda development meeting. A list of proposed agenda items will be provided to Council at each Council meeting and may be reviewed during Council Business at a Council meeting.

Any Councilor may request to have an item placed on a future Council meeting agenda. The item will be placed on the agenda as soon as practicable. If the Chair is uncertain about the appropriate timing for placement of specific agenda items, the Chair will he or she is to raise the issue in a timely manner with the Councilor who requested the item.

The agenda for any regular meeting may include a consent ~~agenda calendar~~. The purpose of the consent ~~agenda calendar~~ is to expedite Council consideration and approval of routine, ordinary, or other items that do not require discussion and for which a public hearing is not required by law. Any item on the consent ~~agenda calendar~~ that a Councilor asks to be considered separately will be pulled from the consent ~~agenda calendar~~ for separate

consideration. As a matter of courtesy and notice to the public, other Councilors, staff, and interested parties, any Councilor wishing to remove an item from the consent agenda shall notify the Chair and the County Manager as soon as possible, but no later than close of business the day before the Council meeting. Consent items that have been pulled shall be considered in the Business section of the agenda, or tabled by motion. Public comment on items on the consent agenda will be accepted prior to considering those items collectively, ~~and by available written methods.~~

**Citizen Petitions.** When a subject appears on an agenda as a result of a properly presented citizen petition, the Council may:

- Acknowledge receipt of the petition and take no further action; or
- Acknowledge receipt of the petition and take the requested action or a different action addressing the subject; or
- Refer the matter to an appropriate Board or Commission or Council Working Group Subcommittee; or
- Decide to investigate the subject and discuss further, in which case a future date may be set for the presentation of additional information, Council discussion and possible action.

**Introduction of Ordinances.** When a proposed ordinance is introduced, a Councilor may propose that the introduction is followed by discussion to clarify the purpose of the ordinance, notify the community about the ordinance, allow initial Councilor questions, and describe the process leading up to the public hearing on the ordinance.

## **VACANCIES**

~~**Elected Officials.** Should a vacancy arise in the office of an elected official, Council shall appoint a successor in accordance with appropriate New Mexico statutes. Council will utilize the procedure specified in Attachment C for selecting among candidates to fill the vacancy.~~

~~**Utility Board Members.** Pursuant to § 501 of the Charter, Council selects members of the Board of Public Utilities. New members shall be appointed according to the procedure specified in Attachment D.~~

## **BASIC FORMAT FOR AN AGENDA ITEM DISCUSSION**

Council meetings have a written, published agenda. Each agenda item should be handled by the Chair in the following basic format.

**First**, the Chair should clearly announce the agenda item number and clearly state what the subject is.

\*Should the item be one which could generate a concern about the Code of Conduct or a real or perceived conflict of interest, the affected Councilor should make inquiry about the existence of a conflict at this point.

**Second**, the Chair should invite the appropriate individuals or parties to report on the item.

**Third**, the Chair should ask Councilors if they have any technical questions for clarification. At this point, Councilors may ask clarifying questions to the parties or individuals who reported on the item, and ~~those questioned~~ will be being should be given time to respond. If no motion will be being considered, additional discussion may occur. This is the final step for a discussion item.

**Fourth**, the Chair should invite public comments as specified above under Regular Meetings and under Work Sessions. At the conclusion of public comments, the Chair should announce that public input has concluded. For quasi-judicial proceedings, the Chair will be provided with detailed instructions designed solely for the conduct of that type of meeting.

**Fifth**, the Chair should invite a motion from a member of Council. The Chair should announce the name of the Councilor who makes the motion.

**Sixth**, the Chair should determine if any Councilor wishes to second the motion. The Chair should announce the name of the Councilor who seconds the motion. It is compulsory practice for a motion to require a second before proceeding with it; to ensure that it is not just one Councilor who is interested in a particular approach.

**Seventh**, the Chair should ensure the motion is clearly understood before the discussion or vote. This can be done in one of three ways:

The Chair can ask the maker of the motion to repeat it; or

The Chair can repeat the motion; or

The Chair can ask the clerk to repeat the motion.

**Eighth**, the Chair should invite discussion of the motion by the members of Council. If there has been no discussion or a very brief discussion, the Chair will announce that a vote will proceed immediately, and there is no need to repeat the motion. If there has been substantial discussion, it is normally best to make sure everyone understands the motion by repeating it.

~~If a substitute motion or a motion to amend changes the motion before Council, the Chair may, in his or her discretion, reopen the floor to public comment on the substituted or amended motion.~~

If the issue is one that is likely to engender a great deal of Councilor comment, the Chair may limit each Councilor's comments to an agreed-upon number of minutes. As a matter of courtesy and fairness, Councilors are expected to terminate their comments immediately after being advised that their time has expired.

**Ninth**, the Chair takes a vote by asking the clerk to call the roll of Councilors present. A majority of at least four Councilors determines whether the motion passes or is defeated.

**Tenth**, the Chair should announce the result of the vote and should announce what action (if any) the Council has taken. In announcing the result, the Chair should indicate the names of the Councilors, if any, who voted in the minority on the motion. This announcement may take the following form: "The motion passes by a vote of 4-2, with Councilors Smith and Jones dissenting. We have passed a motion requiring 10 days' notice for all future meetings of the Los Alamos County Council."

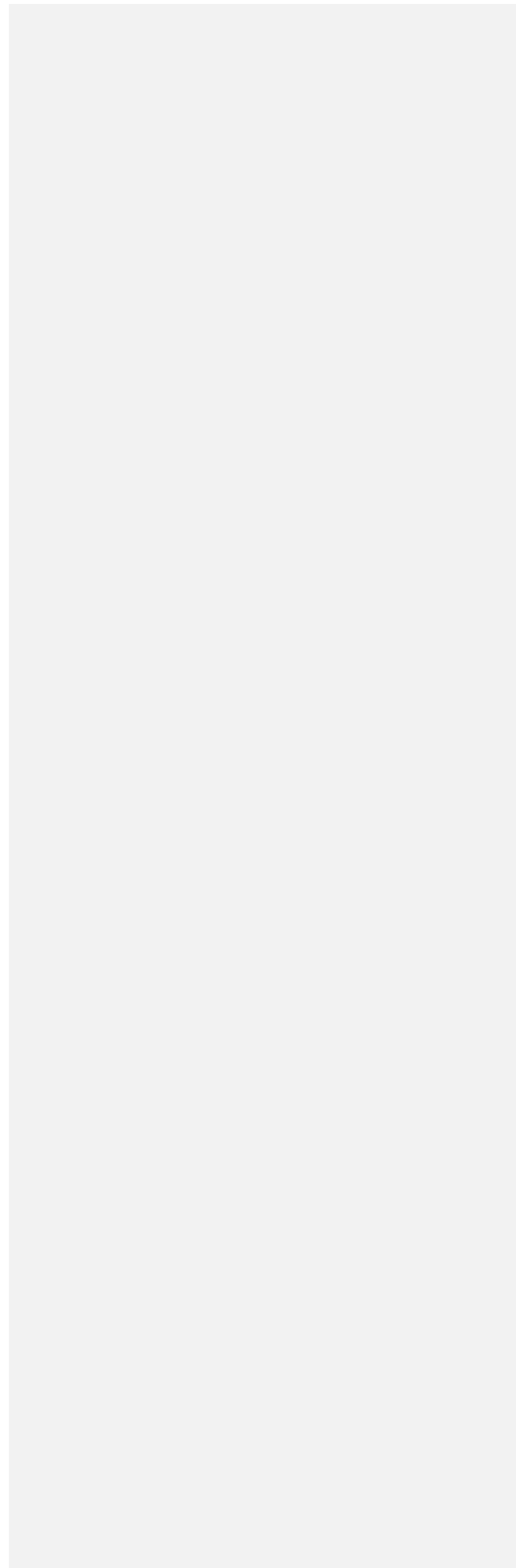
## **MOTIONS IN GENERAL**

Motions are vehicles for decision-making. It is usually best to have a motion before the Council prior to starting discussions. A motion helps focus the discussion.

As noted, the Chair has every right as a member of Council to make a motion, but normally should do so only if he or she wishes a motion be made but no other Councilor seems willing to do so.

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## ~~THE~~ THREE COMMON MOTIONS

Three motions are the most common:

- **The main motion.** The main motion is the one that puts forward a decision for consideration. A main motion might be: "I move that Council create a five-member committee to plan and put on an annual fundraiser."
- **The friendly amendment.** A friendly amendment seeks to amend a motion under debate in a manner acceptable to the motioner and the seconder. A friendly amendment cannot be proposed by the motioner or seconder. If the proposed amendment is accepted by the motioner and the seconder then the motion under debate is amended as proposed.
- **The substitute motion.** A substitute motion seeks to throw out the basic motion on the floor, and substitute a new and different motion for it. A vote on a motion to substitute should occur before the vote on the main motion. If the motion to substitute passes then, and only then, should a vote be taken on the substance of the substitute motion. If the motion to [substitute](#) does not pass, then the main motion as originally stated remains before Council. If a Councilor wants to completely do away with the main motion under discussion and put a new motion before Council, he or she would make a substitute motion. A substitute motion might be: "I move to substitute the main motion before Council with a motion to cancel the annual fundraiser this year."

Motions to amend and substitute motions essentially serve the same purpose which is to change the main motion that is before the Council. A majority vote of the Council is required to change the main motion that is before the Council regardless of whether the motion is to amend or substitute. As these motions are procedural motions, a roll call vote of the entire Council is not required for their passage.

## TO DEBATE OR NOT DEBATE

The basic rule of motions is that they are subject to debate and discussion. Accordingly, basic motions, motions to suspend the rules, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the Council. The debate can continue as long as Councilors wish to discuss an item, subject to the decision of the Chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the Council to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the Chair must immediately call for a vote of the Council without debate on the motion):

- **A motion to adjourn.** The Chair may announce the adjournment of a meeting unless a Councilor objects, in which case a motion to adjourn must be passed before the meeting is adjourned. Once passed, this motion requires the Council to immediately adjourn to its next regularly scheduled meeting.
- **A motion to recess.** This motion, if passed, requires the Council to immediately take a recess. Normally, the Chair determines and states the time or date at which the meeting will reconvene.
- **A motion to fix the time to adjourn.** This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn the meeting at midnight."

- **A motion to table.** This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on hold. The motion may contain a specific time in which the item can come back to Council. Or the motion may contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to Council will have to be taken at a future meeting.
- **A motion to limit debate.** The most common form of this motion is to say: "I move the previous question" or "I call for the question." When a Councilor makes such a motion, the Councilor is really saying: "I've had enough debate. Let's get on with the vote." When such a motion is made, the Chair should ask for a second to the motion, stop debate, and vote on the motion to limit debate. Note that a motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to 15 minutes." A similar motion is a *motion to object to consideration of an item*. This motion is not debatable, and if passed, precludes the Council from even considering an item on the agenda.
- **A motion to close nominations.** When choosing officers of the Council, such as the Chair and Vice-Chair, nominations are in order from the floor of the Council. A motion to close nominations effectively cuts off the right of Councilors to nominate others for consideration.
- **A motion to suspend the rules.** This motion suspends a particular adopted procedural rule, or, if the parliamentary procedural rule is not specifically addressed in the adopted procedural rules, then the motion can be deployed to suspend a particular rule from Robert's Rules of Order. This motion should be deployed sparingly in the rare circumstance when the aforementioned rules of parliamentary procedure unduly burden the substantive work at hand. Robert's Rules of Order provides that this motion requires a TWO-THIRDS majority; the motion is neither debatable nor subject to a motion to reconsider.

## THE MOTION TO RECONSIDER

A tenet of parliamentary procedure is bringing finality to an agenda item. After vigorous discussion, debate and vote, there must be closure to an agenda item. So, after a vote is taken, the agenda item is deemed closed. The agenda item can only be reconsidered if a proper motion for reconsideration is made and approved.

~~In regard to the timing of a motion for reconsideration, the A~~ motion for reconsideration can only be made at either the meeting where the agenda item was first voted upon, or at the next regular meeting after the agenda item was voted upon, otherwise the motion for reconsideration is untimely. ~~However, if~~ if a Councilor wishes to revisit an agenda item from a past meeting where a motion for reconsideration would be untimely, a motion to suspend the rule regarding the timeliness of a motion for reconsideration can be made. If the motion to suspend the timeliness rule is approved by a two-thirds majority of Council, the Council can then proceed with a motion to reconsider a previous agenda item.

~~In applying this rule on timeliness, it is crucial to maintain the distinction between a particular agenda item, and the subject matter of a particular agenda item.~~ A motion for reconsideration only applies to a particular agenda item, and not the subject matter of the agenda item. For example, if the Council approves Ordinance A that soon proves in need of revision or repeal, Council ~~mayis free to~~ bring forth Ordinance B repealing or modifying Ordinance A without ~~the need for~~ a motion for reconsideration. Ordinance B addresses the same subject matter as Ordinance A but is a new agenda item. As such, a motion for reconsideration should be viewed merely as a tool to reconsider a recently voted upon ~~specific~~ particular agenda item.

~~In regard to who may make a motion for reconsideration, o~~Only a Councilor who voted in the prevailing faction on the previously addressed agenda item may make a motion to

reconsider ~~the past particular agenda item. In addition~~A corollary of this rule is that, only a Councilor who voted in the prevailing faction on the previously addressed agenda item may make a motion to suspend the rules if the motion is untimely~~so Council can entertain an otherwise untimely motion to reconsider a previously voted upon particular agenda item.~~

Once an appropriate motion for reconsideration is made and approved by a majority vote of Council, the previously addressed agenda item may be discussed and debated as if it were on the floor for the first time.

Certain motions are not subject to a motion for reconsideration. Typical motions not subject to a motion for reconsideration include, but are not limited to, motions to adjourn, to suspend the rules, to close nominations, for a point of order, to take from the table, to take up a question out of its proper order, to recess, and, of course, a motion for reconsideration is not subject to a motion for reconsideration.

## COURTESY AND DECORUM

The rules of order are meant to create an atmosphere where members of the Council and members of the public can attend to business efficiently, fairly, and with full participation. And at the same time, it is up to the Chair and the Council to maintain common courtesy and decorum. Only one person can have the floor at a time; each speaker shall be first recognized by the Chair before speaking.

The Chair should always ensure that debate and discussion of an agenda item focus on the item and the policy in question, not the personalities of the Councilors, staff or the public. Debate on policy is healthy; debate on personalities is not. The Chair has the right to cut off discussion amongst Councilors that is too personal, too loud, too unprofessional, or too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the Chair may, however, limit the time allotted to speakers. Generally, Councilors should not interrupt a speaker.~~?~~ ~~The general rule is no.~~ There are, however, exceptions. A speaker may be interrupted for the following reasons:

- **Privilege.** The proper interruption would be: "Point of Privilege." The Chair would then ask the interrupter to "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.
- **Order.** The proper interruption would be "Point of Order." Again, the Chair would ask the interrupter to "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting; for example, if the Chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.
- **Appeal.** If the Chair makes a ruling that a Councilor disagrees with, the Councilor may appeal the ruling of the Chair by motion. If the motion is seconded and after debate, it passes by a majority vote, then the ruling of the Chair is reversed.
- **Call for orders of the day.** This is simply another way of saying, "Let's return to the agenda." If a Councilor believes the Council has drifted from the agreed upon agenda, such a call may be made. It does not require a vote, and when the Chair discovers the agenda has not been followed, the Chair simply reminds the Council to return to the agenda item before them. If the Chair fails to do so, the Chair's determination may be appealed by motion.
- **Withdraw a motion.** During debate and discussion of a motion, the maker of the motion



on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the Chair may ask the person who seconded the motion if he or she wishes to make the same motion, or any other Councilor may make the motion if properly recognized.

### **SPECIAL NOTES ON INFORMING THE ABOUT PUBLIC INPUT ABOUT COUNCIL PROTOCOL**

The rules outlined here help keep the public informed about how Council business is conducted ~~make meetings very public friendly~~. But in addition, and particularly for the Chair, it is wise to remember three special rules that apply to each agenda item:

**Rule One:** Tell the public what the Council will be doing.

**Rule Two:** Keep the public informed while the Council is deliberating ~~going their work~~.

**Rule Three:** When the Council has acted, tell the public exactly what the Council did.

Public input is essential to a healthy democracy, and community participation is an important element of that input. The challenge for anyone chairing a public meeting is to accommodate public input in a timely and time-sensitive way, while maintaining steady progress through the agenda items. The rules presented here for conducting a Council meeting are offered as tools for effective leadership and as a means of developing sound policy.

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### **COUNCIL WORKING GROUPS**

Council working groups shall be composed of less than a quorum of the County Council and may include members from the community or other advisors or experts. Council working groups may only engage in fact finding; only make non-binding recommendations to the County Council; and may represent the County in outside matters to ensure that the adopted policies of the County Council are voiced and/or executed. A current list of the Council's working groups is maintained by the County Manager.

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#### **Establishment of Council Working Groups**

The Chair may create a new working group or staff an existing working group by requesting that less than four (4) County Councilors and as appropriate, community members and other advisors or experts, participate when advice on a subject or range of subjects is needed, or when County representation is needed on outside matters to gather facts and/or to ensure the adopted policies of the County Council are voiced and/or executed. The Chair may request that the County Manager assign staff to assist these working groups.

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#### **Non-Binding Recommendations**

Any policy recommendations made by a Council working group to the County Council are not binding on the County in any legal or practical way. Any policy recommendations made by a Council working group to the County Council are only

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binding on the County if adopted by the County Council at a public meeting of the County Council.

### Participation in Working Groups

Requests for participation in working groups will be made annually by the Chair on a rotational basis so other Councilors and/or community members will have the opportunity to participate unless the Chair determines that there is good reason for the existing members of the working group to continue participating in the working group.

### Councilor Responsibilities

Councilors who agree to participate in a Council working group shall make reasonable efforts to attend meetings of the working group, and if the Councilor is unable to attend meetings on a regular basis, the Councilor shall notify the Chair and request another Councilor be asked to participate in the working group. Councilors participating in a working group should work to assure that the working group appropriately focuses its fact-finding to the matter assigned, provide recommendations to Council on the matter assigned, and when working on outside matters, ensure that the policies of the County Council are voiced and executed. Councilors other than the Councilors participating in a working group may not attend meetings of the working group. Councilors participating in a working group may not discuss the working group's business with other councilors outside of a public meeting of the County Council.

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## **COUNCIL COMMITTEES**

### **Council Standing Committees**

- ~~Existing and new standing committees.~~ Council may create a standing committee of its members at any time it determines that continuing advice or interaction is needed on a subject or range of subjects on an ongoing basis or that it needs representation of its adopted positions on County matters. A standing committee's term will continue indefinitely unless its term is changed by Council vote. The committee shall report periodically to Council on its advice and activities. A current list of the Council's standing committees is maintained by the County Manager.
- ~~Membership.~~ Appointments to standing committees will be made annually on a rotational basis, as described below, unless Council determines that there is good reason to select and appoint members on an alternative basis. Standing committees shall be comprised of no more than three Councilors. The committee may request that staff be assigned to assist the committee and may request the assistance of members of the community or other advisers or experts in supplying information or to act as a resource to the committee.
- ~~Councilor responsibilities.~~ Councilors appointed to standing committees shall make reasonable efforts to attend meetings of the standing committee and if the Councilor is unable to attend meetings on a regular basis, the Councilor shall notify the Council Chair and request another Councilor be appointed as a replacement or state good reasons for the Councilor's absence. It is the responsibility of each Councilor to assure that the standing committee addresses and provides advice to Council on the issues assigned to the

~~committee. Councilors other than the committee members may not attend committee meetings unless the non-member Councilor gives sufficient prior notice to the chair of the committee for compliance with the Open Meetings Act, if applicable.~~

~~**Council Ad hoc Committees:**~~

- ~~• **Establishment and expiration of ad hoc committees.** Council may establish an ad hoc council committee of no more than three Councilors at any time Council finds that there is a need for "one-time" advice to the Council to carry out a specified task. Ad hoc committees shall be created and Councilors shall be appointed by motion and vote of Council. At the time an ad hoc committee is created, the advice requested by the committee and the expected time of completion of its objective shall be clearly stated by Council. The committee may request that staff be assigned to assist the committee and may request the assistance of members of the community or other advisors or experts in supplying information or to act as a resource to the committee.~~
- ~~• **Councilor responsibilities.** Councilors appointed to ad hoc committees shall have the same responsibilities as Councilors appointed to a standing committee.~~

**COUNCILOR EXPENSES**

**Expense Reimbursement.** A Councilor shall be reimbursed for expenses incurred for work and travel on County business and for participation with organizations or associations of which the County is a member, including special work assignments, under the following conditions:

- The travel participation in meetings or other work assignment has been approved by the Council in advance, or if advance approval was not possible, with permission of the Chair, followed by Council approval at the earliest possible time after the expense was incurred.
- The reimbursement for expenses complies with all applicable law, rules and regulations and policies.
- The Chair (or Vice-Chair for the Chair's expenses) acknowledges the application for reimbursement of Councilor expenses.
- Councilors are expected to respect budget limitations and will limit overall expenditures of public money to the extent practical.

**Expense Approval.** Reimbursement for Councilor expenses not exceeding \$250.00 in a calendar month made in accordance with these rules does not need specific Council action. The Council must approve reimbursement of Councilor expenses exceeding \$250.00 in any calendar month.

**ADOPTED** this- ~~65<sup>th</sup>~~ day of ~~September~~April, 20223

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

ATTACHMENTS A-D

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Denise  
DerkacsRand  
all-Ryti  
**Council Chair**



**Attachment A**

**County Manager, Utilities Manager, and County Attorney  
Performance Appraisal Process**

Due Date*	Action	Comments
Performance Period April 1-March 31		
Mid May	Employee self-assessment due to County Council, to include: <ul style="list-style-type: none"> <li>• Current performance</li> <li>• Future performance objectives</li> <li>• <u>Career Development Goals</u></li> </ul> • <u>Note: Utilities Manager self-assessment is submitted to the Board of Public Utilities (BPU)</u>	Employee to use Contract Employee Performance Self-Evaluation Form.  Identify 4-6 performance objectives for the County Manager from areas such as: Operational (1) Fiscal (1) Communication (1) Strategic (2-3)
		Identify 4-6 performance objectives for the County Attorney from areas such as: Office operations (1) Legal support (Council, Boards and Commission Members) (1) Reduction of legal vulnerability (1) Professional conduct (2-3)
End of May	Council closed session with employee to discuss: <ul style="list-style-type: none"> <li>• Performance</li> <li>• Future performance objectives</li> <li>• <u>Career development goals</u></li> </ul> • <u>Note: BPU holds closed session with the Utilities Manager first and sends draft recommended performance evaluation to Council</u>	Each employee meeting anticipated to last ~45 minutes.

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<p>End of May</p>	<p>Council closed session to determine:</p> <ul style="list-style-type: none"> <li>• Final performance overall evaluation rating</li> <li>• Proposed salary adjustment</li> <li>• Support needed for achieving career development goals</li> </ul> <p>Each Councilor will provide written feedback for each performance objective using the Contract Employee Performance Council Evaluation Form; this feedback will be integrated by the Council Chair to prepare the written feedback for each performance objective. (The individual evaluation forms will be attached to the final integrated feedback.)</p>	<p>Final performance evaluation will include written feedback for each of the performance objectives and overall rating using the County-wide rating system of unsatisfactory, development needed, meets, exceeds, or far exceeds for each performance objective and overall rating.</p> <p>Performance rating and salary increase range (merit + CPI) for County-wide personnel will be used as parameters for salary adjustment in accordance with the applicable employment contract and other considerations as deemed necessary and agreed to by Council.</p>
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Mid June	<p>Council closed session with employee to provide final performance evaluation.</p> <p><u>Note: Any changes to the BPU- recommended evaluation of the Utilities Manager should be communicated to the BPU prior to the meeting.</u></p>	<p>Each employee meeting anticipated to last ~ 15 minutes.</p> <p>Final integrated Council evaluation sent to HR with overall score along with the salary adjustment allocated as agreed to in an open meeting vote by Council.</p>
Mid December	<p>Council closed session with employee to discuss interim performance.</p> <p><u>Note: -BPU holds closed session with the Utilities Manager first and sends draft recommended interim performance to Council.</u></p>	<p>Each employee discussion anticipated to last ~45 minutes.</p> <p>Significant comments will be documented and provided to the employee and available for the May year-end performance review as required and/or appropriate.</p>

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Note: \*It is understood that modifications to the timeline and process may need to be made based on competing County and/or Councilor commitments and County Calendar

County Manager, Utilities Manager, and County  
Attorney Performance Self-  
Evaluation Form

Name and Date:

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Position:

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Performance Objective #1:

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Performance Objective #2:

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Performance Objective #3:

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Performance Objective #4:

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Performance Objective #5:

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Performance Objective #6:

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Proposed Future Performance Objectives:

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Proposed Career Development Goals:

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Overall Assessment:

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County Manager, Utilities Manager, and County  
Attorney Performance Council  
Evaluation Form

Councilor Name and Date:

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Employee Name and Position:

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Performance Objective #1:

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Performance Objective #2:

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Performance Objective #3:

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Performance Objective #6:

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Proposed Future Performance Objectives:

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Proposed Career Development Goals:

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Overall Assessment:

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## Attachment B

### Hiring Process for Los Alamos County Manager, Utilities Manager, and County Attorney

1. The ~~Chair shall appoint~~~~first step in the hiring process is development of~~ a search committee comprised of up to three County Councilors, one of which to be the Chair and the other two to be appointed by the Chair. ~~The search committee may also, and possibly include~~ the outgoing incumbent, ~~and if the search involves a Utilities Manager, one or more members of the BPU.~~ The search committee responsibilities include clarification of the job requirements, timeline, development of needed recruiting materials and development of job advertisements as well as communicating key elements to County Staff, Council, and the community as appropriate. The search committee will be led by the Human Resources Division.
2. The hiring process will include both local and national recruitment efforts for the position.
3. Once the job advertisement has been closed and the applications qualified by the Human Resources Division, the search committee will screen the applicants. If a down-select of the applicants is required, this will be performed by the search committee ~~in~~ ~~and noticed as a~~ closed session ~~as proscribed by the Open Meetings Act.~~
4. The candidate interview process will include mechanisms for obtaining input from ~~including~~ the County Manager's Office, the Department of Public Utilities, County Attorney's Office, County Council, Board of Public Utilities, County staff and the community. It will provide opportunities to evaluate leadership and management skills, communication skills (both within the County and with the public), fiscal management skills, and specific technical skills as applicable to the position.
5. The final selection of the ~~e~~Employee will be made by County Council. Final negotiations to conclude a contract with the employee will be led by the Human Resources Division working with the appropriate legal department representative and Council Chair. The final contract will be approved by ~~the full~~ Council during a public meeting as proscribed by the Open Meetings Act.

**Attachment C**  
**Los Alamos County Council Appointment Process for**  
**Selection of Elected Officials**

1. When there is a vacancy in the office of an elected official, the County Council will solicit letters of interest and applications from the public.
2. When the recruiting process is complete, the County Council will appoint a committee to develop a set of interview questions specific to the elected office and that appropriately demonstrates the applicants' skills, knowledge, and interest in the position; they may also address issues relevant to the Community.
3. At the appointed Council meeting, the draft set of interview questions will be reviewed, discussed, and agreed on by Council prior to initiating the interview process. The applicants will attend and present their application to the Council using the following process:
  - Each applicant will make a three-minute statement to share their interest and qualifications for the office.
  - Applicants will then answer interview questions from the County Council. Each applicant will answer each question. Follow-up questions will be allowed if further clarification is needed.
  - There will be an opportunity for public comment after applicants have made their statements and answered questions. Public comment will be limited to three minutes per citizen.
  - After public comment, the Council will take a roll call vote.
  - The applicant with the most votes will be appointed to fill the vacancy.
  - In order to be selected, an applicant must receive a minimum of 4 votes. If no applicant receives 4 votes after the first roll call vote, the applicant with the fewest votes will be eliminated and the Council will take additional roll call votes until a final selection is made.

Attachment D

~~Los Alamos County Council Appointment Process for Selection of Board of Public Utilities Member~~

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~~1. When there is a vacancy on the Board of Public Utilities (BPU), the County Council will solicit letters of interest and applications from the public.~~

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~~2. When the recruiting process is complete, the County Council will appoint a preliminary interview committee to screen the applicants. Members of the preliminary interview committee will consist of two County Councilors, one of which shall be the Councilor liaison to the BPU, and the second appointed by the Council Chair, one BPU member, and the DPU Manager. The preliminary interview committee is to develop a set of interview questions specific to this board position and that appropriately demonstrates the applicants' skills, knowledge and interest in the position.~~

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~~3. After the preliminary interview committee conducts the interviews of all applicants, the committee will provide the results of the preliminary interviews to the County Council in writing.~~

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~~4. The County Council will then schedule a public interview and decision process at an upcoming Council meeting.~~

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~~5. At the appointed Council meeting, the applicants will attend and present their application to the Council using the following process:~~

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~~-- Each applicant will make a three-minute statement to share their interest and qualifications for the position.~~

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~~-- Applicants will then answer questions from the County Council. Each applicant will answer each question. Questions will be prepared in advance. Follow-up questions will be allowed if further clarification is needed.~~

~~-- There will be an opportunity for public comment after applicants have made their statements and answered questions. Public comment will be limited to three minutes per citizen.~~

~~-- After public comment, the Council will take a roll call vote.~~

~~-- The applicant with the most votes will be appointed to the Board of Public Utilities.~~

~~-- In order to be selected, an applicant must receive a minimum of 4 votes. If no applicant receives 4 votes after the first roll call vote, the applicant with the fewest votes will be eliminated and the Council will take additional roll call votes until a final selection is made.~~

# LOS ALAMOS COUNTY COUNCIL PROCEDURAL RULES

September 5, 2023 UPDATE

## PREAMBLE

The Council of the Incorporated County of Los Alamos is the governing body of Los Alamos County and was created by the Los Alamos County Charter. The Charter is relatively undemanding with respect to Council procedure, format, and operating methods, so the Council is, to a large extent, self-regulating. The following rules, therefore, are adopted as a set of operating procedures to which the Council voluntarily binds itself, except as otherwise provided herein. The current edition of Robert's Rules of Order is used as a guide where Council rules are silent. If any of these rules are found to conflict with the Los Alamos County Charter, the Charter shall take precedence. The County Charter, along with the Los Alamos County Code of Ordinances can be found on the Los Alamos County webpage.

## ETHICS

The Council adopts, by reference, the provisions of the Governmental Conduct Act, NMSA 1978 § 10-16-1 et seq. as well as Sections 30-1 thru 30-30 of the Code of Ordinances of the Incorporated County of Los Alamos, which is commonly referred to as the Code of Conduct, in their entirety and affirmatively supports Council's and individual Councilor's adherence to their provisions.

## OFFICERS AND MEMBERS

**Election.** The Council shall elect a Chair and Vice-Chair from among its members at its first regular meeting after January 1 of each year. The Chair and Vice-Chair will serve at the pleasure of the Council and be eligible for election to subsequent terms.

**Chair.** The Chair shall preside at Council meetings and shall:

- Keep Councilors informed of events, meetings, or other occasions where the Chair acted or will act as the official spokesperson for the Council. The Chair acknowledges that he or she does not have additional authorities above and beyond those identified in this document or the Charter.
- Ensure that all other Councilors are informed, within a reasonable time, of significant communications directed to the Chair, in the Chair's official capacity representing the Council.
- When the Chair and Vice-Chair are temporarily unable to perform their duties, appoint a Councilor to serve as Chair.
- Oversee the agendas for County Council Meetings and run Council Meetings. The Chair manages the agendas for County Council Meetings with fair and equitable treatment of the agenda requests from all other Councilors.
- Make Council liaison assignments to each of the boards or commissions.
- Respond to emails from the public on behalf of Council as a whole.
- Present the annual state of county message no later than before the end of the Chair's term.

- Apply the rules of parliamentary procedure during meetings. The Chair should be well versed in those rules because the Chair, for all intents and purposes, makes the final ruling on the rules.
- All decisions by the Chair are final unless overruled by the majority of Council by a Point of Order. The Chair has discretion, subject to override by Council, to deviate from the letter of these rules. The Chair may make or second motions and participate in discussion as any other Councilor. However, as a matter of decorum, the Chair should normally defer to another Councilor to make the motion.

**Vice-Chair.** The Vice-Chair shall assist the Chair in the performance of the duties of the Chair, and act in the Chair's place when the Chair is unable to perform the duties of the Chair.

**Council Members.** Councilors, including the Chair and Vice-Chair, have equal powers and duties except as otherwise specified in the Charter and these rules. In addition to their duties specified in the County Charter or Code or in other County ordinances, Councilors shall:

- Speak for themselves, unless authorized by Council to speak for Council. When speaking for Council, the Councilor shall represent the policies and positions adopted by Council.
- When pursuing State or Federal legislative priorities established by Council, report substantive information from that endeavor to the Council, as applicable, during a public meeting.
- Serve as Council liaison to assigned advisory boards or commissions. As a liaison, Councilors shall report the key activities of the Board or Commission to Council during the County Council regular meeting designated agenda item. Other Councilor reports should be included during the Councilor Comments agenda item.
- Maintain the confidentiality of applicable County records, closed session discussions, and other confidential information as required by Section 30-10 of the Los Alamos Code of Ordinances.
- Comply with the requirements of the Open Meetings Act and the Inspection of Public Records Act. Councilors shall report in a timely manner to all records requests made by the Records Custodian.
- Evaluate the performance of the County Manager, Utilities Manager, and the County Attorney according to the schedule and template adopted as shown in Attachment A.
- Hire the County Manager, Utilities Manager, and County Attorney according to the process outlined in Attachment B.
- Respond to emails, phone calls, and texts from other Councilors, if permissible under the Open Meetings Act, within a reasonable time frame; ideally within 3 days. If allowed by the Open Meetings Act, Councilors should meet with another Councilor as requested within a reasonable time frame, ideally within a week.
- If an individual Councilor wants to respond to emails from the public that are addressed to the Council as a whole, respond without a copy to all Councilors.
- Use a Los Alamos County provided email account for all Council business. If a Councilor receives any email communications regarding Council business in a non-County email account, the Councilor shall forward such email communications to their County email account and only respond to, reply, or forward such email communications from the County email account.
- Submit a completed Disclosure of Outside Employment, Membership and Financial Interest form each calendar year. Councilors shall promptly update the disclosure form if material changes occur.

## VACANCIES

**Elected Officials.** Should a vacancy arise in the office of an elected official, Council shall appoint a successor in accordance with appropriate New Mexico statutes. Council will utilize the procedure specified in Attachment C for selecting among candidates to fill the vacancy.

## COUNCIL MEETINGS

**Regular Meetings.** Regular meetings of Council will be set under the requirements of the annual Open Meetings Resolution adopted by Council. Public comment will be taken at the beginning of the meeting for items that are not on the agenda or do not require action by Council. Comments on action items will be taken at the time the action is considered, as described below under Basic Format for Agenda Item Discussion. Comments will be limited to three minutes unless a different parameter is established by the Chair before public comment begins on any given agenda item.

**Work Sessions.** The Council may schedule work sessions on a regular basis under the requirements of the annual Open Meetings Resolution. Council meetings designated as work sessions will be held for the primary purpose of discussing issues at length with staff in an informal setting without taking formal action, except for required procedural actions such as approving minutes from a prior council meeting or adopting a statement for inclusion in the minutes regarding a closed session. Public comment will be taken at the beginning and after each agenda item.

**Closed Meetings.** The Chair may call a closed meeting to discuss issues (such as pending litigation, personnel matters, collective bargaining strategy) pursuant to NMSA 1978, 10-15-1 (H). In the next Council meeting following the closed meeting, the Chair will call for a motion that is substantially similar to the following:

“I move that Council approve the following statement for inclusion in the minutes: ‘The matters discussed in the closed session held on (MONTH)(DAY)(YEAR) that began at (TIME) were limited only to those topics specified in the (NOTICE)(MOTION) of the closed session.’”

**Special Meetings.** The Chair may call a special meeting or at an open meeting, the Council may set a special meeting for the purpose of conducting County business. Notice of a special meeting will follow the requirements of the annual Open Meetings Resolution.

**Emergency Meetings.** The Chair may call an emergency meeting in accordance with the annual Open Meetings Resolution.

**Meeting Agendas.** The Chair and Vice-Chair will, in consultation with the County Manager, develop the Council meeting agenda. The Chair will schedule another Councilor to participate in each agenda development meeting. A list of proposed agenda items will be provided to Council at each Council meeting and may be reviewed during Council Business at a Council meeting.

Any Councilor may request to have an item placed on a future Council meeting agenda. The item will be placed on the agenda as soon as practicable. If the Chair is uncertain about the appropriate timing for placement of specific agenda items, the Chair will raise the issue in a timely manner with the Councilor who requested the item.

The agenda for any regular meeting may include a consent agenda. The purpose of the consent agenda is to expedite Council consideration and approval of routine, ordinary, or other items that do not require discussion and for which a public hearing is not required by law. Any item on the consent agenda that a Councilor asks to be considered separately will be pulled

from the consent agenda for separate consideration. As a matter of courtesy and notice to the public, other Councilors, staff, and interested parties, any Councilor wishing to remove an item from the consent agenda shall notify the Chair and the County Manager as soon as possible, but no later than close of business the day before the Council meeting. Consent items that have been pulled shall be considered in the Business section of the agenda or tabled by motion. Public comment on items on the consent agenda will be accepted prior to considering those items collectively.

**Citizen Petitions.** When a subject appears on an agenda as a result of a properly presented citizen petition, the Council may:

- Acknowledge receipt of the petition and take no further action; or
- Acknowledge receipt of the petition and take the requested action or a different action addressing the subject; or
- Refer the matter to an appropriate Board or Commission or Council Working Group; or
- Decide to investigate the subject and discuss further, in which case a future date may be set for the presentation of additional information, Council discussion and possible action.

**Introduction of Ordinances.** When a proposed ordinance is introduced, a Councilor may propose that the introduction is followed by discussion to clarify the purpose of the ordinance, notify the community about the ordinance, allow initial Councilor questions, and describe the process leading up to the public hearing on the ordinance.

## **BASIC FORMAT FOR AN AGENDA ITEM DISCUSSION**

Council meetings have a written, published agenda. Each agenda item should be handled by the Chair in the following basic format.

***First,*** the Chair should clearly announce the agenda item number and clearly state what the subject is.

\*Should the item be one which could generate a concern about the Code of Conduct or a real or perceived conflict of interest, the affected Councilor should make inquiry about the existence of a conflict at this point.

***Second,*** the Chair should invite the appropriate individuals or parties to report on the item.

***Third,*** the Chair should ask Councilors if they have any technical questions for clarification. At this point, Councilors may ask clarifying questions to the parties or individuals who reported on the item, and those questioned should be given time to respond. If no motion will be considered, additional discussion may occur. This is the final step for a discussion item.

***Fourth,*** the Chair should invite public comments as specified above under Regular Meetings and under Work Sessions. At the conclusion of public comments, the Chair should announce that public input has concluded. For quasi-judicial proceedings, the Chair will be provided with detailed instructions designed solely for the conduct of that type of meeting.

***Fifth,*** the Chair should invite a motion from a member of Council. The Chair should announce the name of the Councilor who makes the motion.

***Sixth,*** the Chair should determine if any Councilor wishes to second the motion. The Chair should announce the name of the Councilor who seconds the motion. It is compulsory practice



for a motion to require a second before proceeding with it to ensure that it is not just one Councilor who is interested in a particular approach.

**Seventh**, the Chair should ensure the motion is clearly understood before the discussion or vote. This can be done in one of three ways:

The Chair can ask the maker of the motion to repeat it; or

The Chair can repeat the motion; or

The Chair can ask the clerk to repeat the motion.

**Eighth**, the Chair should invite discussion of the motion by the members of Council. If there has been no discussion or a very brief discussion, the Chair will announce that a vote will proceed immediately, and there is no need to repeat the motion. If there has been substantial discussion, it is normally best to make sure everyone understands the motion by repeating it.

If the issue is one that is likely to engender a great deal of Councilor comment, the Chair may limit each Councilor's comments to an agreed-upon number of minutes. As a matter of courtesy and fairness, Councilors are expected to terminate their comments immediately after being advised that their time has expired.

**Ninth**, the Chair takes a vote by asking the clerk to call the roll of Councilors present. A majority of at least four Councilors determines whether the motion passes or is defeated.

**Tenth**, the Chair should announce the result of the vote and should announce what action (if any) the Council has taken. In announcing the result, the Chair should indicate the names of the Councilors, if any, who voted in the minority on the motion. This announcement may take the following form: "The motion passes by a vote of 4-2, with Councilors Smith and Jones dissenting. We have passed a motion requiring 10 days' notice for all future meetings of the Los Alamos County Council."

## **MOTIONS IN GENERAL**

Motions are vehicles for decision-making. It is usually best to have a motion before the Council prior to starting discussions. A motion helps focus the discussion.

As noted, the Chair has every right as a member of Council to make a motion, but normally should do so only if he or she wishes a motion be made but no other Councilor seems willing to do so.

## **THREE COMMON MOTIONS**

Three motions are the most common:

- **The main motion.** The main motion is the one that puts forward a decision for consideration. A main motion might be: "I move that Council create a five-member committee to plan and put on an annual fundraiser."
- **The friendly amendment.** A friendly amendment seeks to amend a motion under debate in a manner acceptable to the motioner and the seconder. A friendly amendment cannot be proposed by the motioner or seconder. If the proposed amendment is accepted by the motioner and the seconder then the motion under debate is amended as proposed.
- **The substitute motion.** A substitute motion seeks to throw out the basic motion on the

floor and substitute a new and different motion for it. A vote on a motion to substitute should occur before the vote on the main motion. If the motion to substitute passes then, and only then, should a vote be taken on the substance of the substitute motion. If the motion to substitute does not pass, then the main motion as originally stated remains before Council. If a Councilor wants to completely do away with the main motion under discussion and put a new motion before Council, he or she would make a substitute motion. A substitute motion might be: "I move to substitute the main motion before Council with a motion to cancel the annual fundraiser this year."

Motions to amend and substitute motions essentially serve the same purpose which is to change the main motion that is before the Council. A majority vote of the Council is required to change the main motion that is before the Council regardless of whether the motion is to amend or substitute. As these motions are procedural motions, a roll call vote of the entire Council is not required for their passage.

## **TO DEBATE OR NOT DEBATE**

The basic rule of motions is that they are subject to debate and discussion. Accordingly, basic motions, motions to suspend the rules, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the Council. The debate can continue as long as Councilors wish to discuss an item, subject to the decision of the Chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the Council to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the Chair must immediately call for a vote of the Council without debate on the motion):

- **A motion to adjourn.** The Chair may announce the adjournment of a meeting unless a Councilor objects, in which case a motion to adjourn must be passed before the meeting is adjourned. Once passed, this motion requires the Council to immediately adjourn to its next regularly scheduled meeting.
- **A motion to recess.** This motion, if passed, requires the Council to immediately take a recess. Normally, the Chair determines and states the time or date at which the meeting will reconvene.
- **A motion to fix the time to adjourn.** This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn the meeting at midnight."
- **A motion to table.** This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on hold. The motion may contain a specific time in which the item can come back to Council. Or the motion may contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to Council will have to be taken at a future meeting.
- **A motion to limit debate.** The most common form of this motion is to say: "I move the previous question" or "I call for the question." When a Councilor makes such a motion, the Councilor is really saying: "I've had enough debate. Let's get on with the vote." When such a motion is made, the Chair should ask for a second to the motion, stop debate, and vote on the motion to limit debate. Note that a motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to 15 minutes." A similar motion is a *motion to object to consideration of an item*. This motion is not debatable, and if passed, precludes the Council from even considering an item on the agenda.

- **A motion to close nominations.** When choosing officers of the Council, such as the Chair and Vice-Chair, nominations are in order from the floor of the Council. A motion to close nominations effectively cuts off the right of Councilors to nominate others for consideration.
- **A motion to suspend the rules.** This motion suspends a particular adopted procedural rule, or, if the parliamentary procedural rule is not specifically addressed in the adopted procedural rules, then the motion can be deployed to suspend a particular rule from Robert's Rules of Order. This motion should be deployed sparingly in the rare circumstance when the aforementioned rules of parliamentary procedure unduly burden the substantive work at hand. Robert's Rules of Order provides that this motion requires a TWO-THIRDS majority; the motion is neither debatable nor subject to a motion to reconsider.

## **THE MOTION TO RECONSIDER**

A tenet of parliamentary procedure is bringing finality to an agenda item. After vigorous discussion, debate and vote, there must be closure to an agenda item. So, after a vote is taken, the agenda item is deemed closed. The agenda item can only be reconsidered if a proper motion for reconsideration is made and approved.

A motion for reconsideration can only be made at either the meeting where the agenda item was first voted upon, or at the next regular meeting after the agenda item was voted upon, otherwise the motion for reconsideration is untimely. If a Councilor wishes to revisit an agenda item from a past meeting where a motion for reconsideration would be untimely, a motion to suspend the rule regarding the timeliness of a motion for reconsideration can be made. If the motion to suspend the timeliness rule is approved by a two-thirds majority of Council, the Council can then proceed with a motion to reconsider a previous agenda item.

A motion for reconsideration only applies to a particular agenda item, and not the subject matter of the agenda item. For example, if the Council approves Ordinance A that soon proves in need of revision or repeal, Council may bring forth Ordinance B repealing or modifying Ordinance A without a motion for reconsideration. Ordinance B addresses the same subject matter as Ordinance A but is a new agenda item. As such, a motion for reconsideration should be viewed merely as a tool to reconsider a recently voted upon specific agenda item.

Only a Councilor who voted in the prevailing faction on the previously addressed agenda item may make a motion to reconsider. In addition, only a Councilor who voted in the prevailing faction on the previously addressed agenda item may make a motion to suspend the rules if the motion is untimely.

Once an appropriate motion for reconsideration is made and approved by a majority vote of Council, the previously addressed agenda item may be discussed and debated as if it were on the floor for the first time.

Certain motions are not subject to a motion for reconsideration. Typical motions not subject to a motion for reconsideration include, but are not limited to, motions to adjourn, to suspend the rules, to close nominations, for a point of order, to take from the table, to take up a question out of its proper order, to recess, and, of course, a motion for reconsideration is not subject to a motion for reconsideration.

## **COURTESY AND DECORUM**

The rules of order are meant to create an atmosphere where members of the Council and members of the public can attend to business efficiently, fairly, and with full participation. And

at the same time, it is up to the Chair and the Council to maintain common courtesy and decorum. Only one person can have the floor at a time; each speaker shall be first recognized by the Chair before speaking.

The Chair should always ensure that debate and discussion of an agenda item focus on the item and the policy in question, not the personalities of the Councilors, staff or the public. Debate on policy is healthy; debate on personalities is not. The Chair has the right to cut off discussion amongst Councilors that is too personal, too loud, too unprofessional, or too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the Chair may, however, limit the time allotted to speakers. Generally, Councilors should not interrupt a speaker. There are, however, exceptions. A speaker may be interrupted for the following reasons:

- **Privilege.** The proper interruption would be: "Point of Privilege." The Chair would then ask the interrupter to "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.
- **Order.** The proper interruption would be "Point of Order." Again, the Chair would ask the interrupter to "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting; for example, if the Chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.
- **Appeal.** If the Chair makes a ruling that a Councilor disagrees with, the Councilor may appeal the ruling of the Chair by motion. If the motion is seconded and after debate, it passes by a majority vote, then the ruling of the Chair is reversed.
- **Call for orders of the day.** This is simply another way of saying, "Let's return to the agenda." If a Councilor believes the Council has drifted from the agreed upon agenda, such a call may be made. It does not require a vote, and when the Chair discovers the agenda has not been followed, the Chair simply reminds the Council to return to the agenda item before them. If the Chair fails to do so, the Chair's determination may be appealed by motion.
- **Withdraw a motion.** During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the Chair may ask the person who seconded the motion if he or she wishes to make the same motion, or any other Councilor may make the motion if properly recognized.

## **SPECIAL NOTES ON INFORMING THE PUBLIC ABOUT COUNCIL PROTOCOL**

The rules outlined here help keep the public informed about how Council business is conducted. But in addition, and particularly for the Chair, it is wise to remember three special rules that apply to each agenda item:

**Rule One:** Tell the public what the Council will be doing.

**Rule Two:** Keep the public informed while the Council is deliberating.

**Rule Three:** When the Council has acted, tell the public exactly what the Council did.

Public input is essential to a healthy democracy, and community participation is an important element of that input. The challenge for anyone chairing a public meeting is to accommodate

public input in a timely and time-sensitive way, while maintaining steady progress through the agenda items. The rules presented here for conducting a Council meeting are offered as tools for effective leadership and as a means of developing sound policy.

## **COUNCIL WORKING GROUPS**

Council working groups shall be composed of less than a quorum of the County Council and may include members from the community or other advisors or experts. Council working groups may only engage in fact finding; only make non-binding recommendations to the County Council; and may represent the County in outside matters to ensure that the adopted policies of the County Council are voiced and/or executed. A current list of the Council's working groups is maintained by the County Manager.

**Establishment of Council Working Groups.** The Chair may create a new working group or staff an existing working group by requesting that less than four (4) County Councilors and as appropriate, community members and other advisors or experts, participate when advice on a subject or range of subjects is needed, or when County representation is needed on outside matters to gather facts and/or to ensure the adopted policies of the County Council are voiced and/or executed. The Chair may request that the County Manager assign staff to assist these working groups.

**Non-Binding Recommendations.** Any policy recommendations made by a Council working group to the County Council are not binding on the County in any legal or practical way. Any policy recommendations made by a Council working group to the County Council are only binding on the County if adopted by the County Council at a public meeting of the County Council.

**Participation in Working Groups.** Requests for participation in working groups will be made annually by the Chair on a rotational basis so other Councilors and/or community members will have the opportunity to participate unless the Chair determines that there is good reason for the existing members of the working group to continue participating in the working group.

**Councilor Responsibilities.** Councilors who agree to participate in a Council working group shall make reasonable efforts to attend meetings of the working group, and if the Councilor is unable to attend meetings on a regular basis, the Councilor shall notify the Chair and request another Councilor be asked to participate in the working group. Councilors participating in a working group should work to assure that the working group appropriately focuses its fact-finding to the matter assigned, provide recommendations to Council on the matter assigned, and when working on outside matters, ensure that the policies of the County Council are voiced and executed. Councilors other than the Councilors participating in a working group may not attend meetings of the working group. Councilors participating in a working group may not discuss the working group's business with other councilors outside of a public meeting of the County Council.

## **COUNCILOR EXPENSES**

**Expense Reimbursement.** A Councilor shall be reimbursed for expenses incurred for work and travel on County business and for participation with organizations or associations of which the County is a member, including special work assignments, under the following conditions:

- The travel participation in meetings or other work assignment has been approved by the Council in advance, or if advance approval was not possible, with permission of the Chair, followed by Council approval at the earliest possible time after the expense was incurred.

- The reimbursement for expenses complies with all applicable law, rules and regulations and policies.
- The Chair (or Vice-Chair for the Chair's expenses) acknowledges the application for reimbursement of Councilor expenses.
- Councilors are expected to respect budget limitations and will limit overall expenditures of public money to the extent practical.

**Expense Approval.** Reimbursement for Councilor expenses not exceeding \$250.00 in a calendar month made in accordance with these rules does not need specific Council action. The Council must approve reimbursement of Councilor expenses exceeding \$250.00 in any calendar month.

**ADOPTED** this 5<sup>th</sup> day of September, 2023

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

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Denise Derkacs  
**Council Chair**

ATTACHMENTS A-D

**Attachment A**

**County Manager, Utilities Manager, and County Attorney  
Performance Appraisal Process**

Performance Period April 1-March 31		
<b>Due Date*</b>	<b>Action</b>	<b>Comments</b>
Mid May	<p>Employee self-assessment due to County Council, to include:</p> <ul style="list-style-type: none"> <li>• Current performance</li> <li>• Future performance objectives</li> <li>• Career Development Goals</li> </ul> <p>Note: Utilities Manager self-assessment is submitted to the Board of Public Utilities (BPU).</p>	<p>Employee to use Contract Employee Performance Self-Evaluation Form.</p> <p>Identify 4-6 performance objectives for the County Manager from areas such as: Operational (1) Fiscal (1) Communication (1) Strategic (2-3)</p> <p>Identify 4-6 performance objectives for the County Attorney from areas such as: Office operations (1) Legal support (Council, Boards and Commission Members) (1) Reduction of legal vulnerability (1) Professional conduct (2-3)</p>
End of May	<p>Council closed session with employee to discuss:</p> <ul style="list-style-type: none"> <li>• Performance</li> <li>• Future performance objectives</li> <li>• Career development goals</li> </ul> <p>Note: BPU holds closed session with the Utilities Manager first and sends draft recommended performance evaluation to Council.</p>	<p>Each employee meeting anticipated to last ~45 minutes.</p>
End of May	<p>Council closed session to determine:</p> <ul style="list-style-type: none"> <li>• Final performance overall evaluation rating</li> <li>• Proposed salary adjustment</li> <li>• Support needed for achieving career development goals</li> </ul> <p>Each Councilor will provide written feedback for each performance objective using the Contract Employee Performance Council Evaluation Form; this feedback will be integrated by the Council Chair to prepare the written feedback for each performance objective. (The individual evaluation forms will be attached to the final integrated feedback.)</p>	<p>Final performance evaluation will include written feedback for each of the performance objectives and overall rating using the County- wide rating system of unsatisfactory, development needed, meets, exceeds, or far exceeds for each performance objective and overall rating.</p> <p>Performance rating and salary increase range (merit + CPI) for County-wide personnel will be used as parameters for salary adjustment in accordance with the applicable employment contract and other considerations as deemed necessary and agreed to by Council.</p>

Mid June	Council closed session with employee to provide final performance evaluation. Note: Any changes to the BPU-recommended evaluation of the Utilities Manager should be communicated to the BPU prior to the meeting.	Each employee meeting anticipated to last ~15 minutes.  Final integrated Council evaluation sent to HR with overall score along with the salary adjustment allocated as agreed to in an open meeting vote by Council.
Mid December	Council closed session with employee to discuss interim performance. Note: BPU holds closed session with the Utilities Manager first and sends draft recommended interim performance to Council.	Each employee discussion anticipated to last ~45 minutes.  Significant comments will be documented and provided to the employee and available for the May year-end performance review as required and/or appropriate.

NOTE: It is understood that modifications to the timeline and process may need to be made based on competing County and/or Councilor commitments and County Calendar



**County Manager, Utilities Manager, and County Attorney Performance  
Self-Evaluation Form**

Name and Date:

Position:

Performance Objective #1:

Performance Objective #2:

Performance Objective #3:

Performance Objective #4:

Performance Objective #5:

Performance Objective #6:

Proposed Future Performance Objectives:

Proposed Career Development Goals:

Overall Assessment:

**County Manager, Utilities Manager, and County Attorney Performance  
Council Evaluation Form**

Councilor Name. and Date:

Employee Name and Position:

Performance Objective #1:

Performance Objective #2:

Performance Objective #3:

Performance Objective #4:

Performance Objective #5:

Performance Objective #6:

Proposed Future Performance Objectives:

Proposed Career Development Goals:

Overall Assessment:

## **Attachment B**

### **Hiring Process for Los Alamos County Manager, Utilities Manager, and County Attorney**

1. The Chair shall appoint a search committee comprised of up to three County Councilors, one of which to be the Chair and the other two to be appointed by the Chair. The search committee may also include the outgoing incumbent, and if the search involves a Utilities Manager, one or more members of the BPU. The search committee responsibilities include clarification of the job requirements, timeline, development of needed recruiting materials and development of job advertisements as well as communicating key elements to County Staff, Council, and the community as appropriate. The search committee will be led by the Human Resources Division.
2. The hiring process will include both local and national recruitment efforts for the position.
3. Once the job advertisement has been closed and the applications qualified by the Human Resources Division, the search committee will screen the applicants. If a down-select of the applicants is required, this will be performed by the search committee in a closed session.
4. The candidate interview process will include mechanisms for obtaining input from the County Manager's Office, the Department of Public Utilities, County Attorney's Office, County Council, Board of Public Utilities, County staff and the community. It will provide opportunities to evaluate leadership and management skills, communication skills (both within the County and with the public), fiscal management skills, and specific technical skills as applicable to the position.
5. The final selection of the employee will be made by County Council. Final negotiations to conclude a contract with the employee will be led by the Human Resources Division working with the appropriate legal department representative and Council Chair. The final contract will be approved by the Council during a public meeting as proscribed by the Open Meetings Act.

## **Attachment C**

### **Los Alamos County Council Appointment Process for Selection of Elected Officials**

1. When there is a vacancy in the office of an elected official, the County Council will solicit letters of interest and applications from the public.
2. When the recruiting process is complete, the County Council will appoint a committee to develop a set of interview questions specific to the elected office and that appropriately demonstrates the applicants' skills, knowledge, and interest in the position; they may also address issues relevant to the Community.
3. At the appointed Council meeting, the draft set of interview questions will be reviewed, discussed, and agreed on by Council prior to initiating the interview process. The applicants will attend and present their application to the Council using the following process:
  - Each applicant will make a three-minute statement to share their interest and qualifications for the office.
  - Applicants will then answer interview questions from the County Council. Each applicant will answer each question. Follow-up questions will be allowed if further clarification is needed.
  - There will be an opportunity for public comment after applicants have made their statements and answered questions. Public comment will be limited to three minutes per citizen.
  - After public comment, the Council will take a roll call vote. The applicant with the most votes will be appointed to fill the vacancy.
  - In order to be selected, an applicant must receive a minimum of 4 votes. If no applicant receives 4 votes after the first roll call vote, the applicant with the fewest votes will be eliminated and the Council will take additional roll call votes until a final selection is made.



# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Staff Report

September 05, 2023

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**Agenda No.:** 1)  
**Index (Council Goals):** Quality Governance - Communication and Engagement  
**Presenters:** County Council - Regular Session  
**Legislative File:** 17174-23

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### **Title**

Board, Commission and Committee Vacancy Report

### **Body**

Attachment A includes an overview of current Boards and Commissions vacancies for Council information and discussion.

### **Attachments**

A - BCC Vacancy Report August 30, 2023

# Boards and Commissions Vacancies as of August 30, 2023

## **Art in Public Places**

1 Current Vacancy  
No Upcoming Vacancies

## **Board of Public Utilities**

No Current Vacancies  
No Upcoming Vacancies

## **County Health Council**

4 Current Vacancies  
No Upcoming Vacancies

## **Environmental Sustainability**

No Current Vacancies  
No Upcoming Vacancies

## **Historic Preservation**

Currently 2 Vacancies                    2 applicants going to Council for appointment 9/5/2023  
Upcoming Vacancies                    2 - October 1, 2023 (both members are eligible for reappointment)

## **Labor Management Relations**

No Current Vacancies  
No Upcoming Vacancies

## **Library Board**

1 Current Vacancy  
Upcoming Vacancies                    2 - August 31, 2023 (1 of the 2 members can reapply)

## **Lodgers Tax**

No Current Vacancies  
No Upcoming Vacancies

## **Parks and Recreation**

No Current Vacancies  
Upcoming Vacancies                    3 - November 30, 2023 (1 of 3 members is eligible fore reappointment)

## **Personnel Board**

Currently 1 Vacancy  
No Upcoming Vacancies

**Planning and Zoning**

No Current Vacancies

No Upcoming Vacancies

**Transportation Board**

Currently 2 Vacancies

No Upcoming Vacancies

1 applicant going to Council for appointment 9/5/2023



# County of Los Alamos

Los Alamos, NM 87544  
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## Staff Report

September 05, 2023

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**Agenda No.:** 1)  
**Index (Council Goals):**  
**Presenters:** County Council - Regular Session  
**Legislative File:** 17551-23

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### **Title**

Tickler Report of Upcoming Agenda Items

### **Body**

Attachment A is a report of the upcoming Council agenda items as of September 1, 2023. Note: This report shows tentative Council agenda items and is for planning purposes only. All items on the report are subject to changes such as item title, meeting date and/or being removed or not considered by Council.

### **Attachments**

A - Tickler Report dated September 1, 2023





LOS ALAMOS

# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Tickler

**Note: This report shows tentative Council agenda items and is for planning purposes only. All items on the report are subject to changes such as item title, meeting date and/or being removed or not considered by Council.**

Criteria: Agenda Begin Date: 9/19/2023, Agenda End Date: 10/10/2023

File Number	Title	
<b>Agenda Date: 09/19/2023</b>		
17780-23	<b>Briefing/Report (Dept,BCC) - Action Requested</b> Discussion of the Purchase, Acquisition or Disposal of Real Property (Closed Session Pursuant to NMSA, 1978 10-15-1 (H) (8)) Department Name: CC Drop Dead Date:	<b>A - Closed Session</b>  <b>Length of Presentation:</b> <b>Sponsors:</b> County Council - Closed Session
17246-23	<b>Briefing/Report (Dept,BCC) - Action Requested</b> Approval of County Council Minutes for the August 22, 2023 Work Session, the August 29, 2023 Regular Session, and the September 5, 2023 Regular Session Department Name: Clerks Drop Dead Date:	<b>Business</b>  <b>Length of Presentation:</b> <b>Sponsors:</b> Naomi Maestas, County Clerk
16838-23	<b>Briefing/Report (Dept, BCC) - No action requested</b> Presentation to Council by Steve Tobin, Chair of the Board of Public Utilities Department Name: DPU Drop Dead Date:	<b>Presentation</b>  <b>Length of Presentation:</b> <b>Sponsors:</b> Steve Tobin, Chair of the Board of Public Utilities and Philo Shelton, Utilities Manager
16839-23	<b>Briefing/Report (Dept, BCC) - No action requested</b> Briefing to Council by Patrick Moore, Chair of the Historic Preservation Advisory Board Department Name: CDD Drop Dead Date:	<b>Presentation</b>  <b>Length of Presentation:</b> <b>Sponsors:</b> Patrick Moore, Chair of the Historic Preservation Advisory Board
17075-23	<b>Briefing/Report (Dept, BCC) - No action requested</b> Briefing Presentation by the Los Alamos County Health Council Department Name: CSD Drop Dead Date:	<b>Presentation</b>  <b>Length of Presentation:</b> <b>Sponsors:</b> Lori Padilla, Chair of the Los Alamos County Health Council
17544-23	<b>Briefing/Report (Dept, BCC) - No action requested</b> Overview of the Comprehensive Health Plan and General Social Services Update	<b>Presentation</b>

File Number	Title	
	<p><b>Department Name:</b> CSD</p> <p><b>Drop Dead Date:</b></p>	<p><b>Length of Presentation:</b></p> <p><b>Sponsors:</b> Jessica Strong, Social Services Division Manager</p>
17446-23	<p><b>Presentation</b></p> <p>Presentation by Granicus Open Cities on New County Public Website</p> <p><b>Department Name:</b> CMO</p> <p><b>Drop Dead Date:</b></p>	<p><b>Length of Presentation:</b></p> <p><b>Sponsors:</b> Public Information Officer Julie Williams-Hill, Public Information Officer</p>
17681-23	<p><b>Briefing/Report (Dept, BCC) - No action requested</b></p> <p>Proclamation Declaring September 15 Through October 15 as National Hispanic Heritage Month (accepted by XXXX)</p> <p><b>Department Name:</b> CPR</p> <p><b>Drop Dead Date:</b></p>	<p><b>Length of Presentation:</b></p> <p><b>Sponsors:</b> County Council</p>
<b>Agenda Date: 09/26/2023</b>		
17781-23	<p><b>Briefing/Report (Dept,BCC) - Action Requested</b></p> <p>Discussion of the Purchase, Acquisition or Disposal of Real Property (Closed Session Pursuant to NMSA, 1978 10-15-1 (H) (8))</p> <p><b>Department Name:</b> CC</p> <p><b>Drop Dead Date:</b></p>	<p><b>A - Closed Session</b></p> <p><b>Length of Presentation:</b></p> <p><b>Sponsors:</b> County Council - Closed Session</p>
AGR0974-23	<p><b>General Services Agreement</b></p> <p>Award of Agreement No. XX-XX in the Amount of \$AMOUNT plus Applicable Gross Receipts Tax to CONTRACTOR for the Golf Course Site Improvements Project; Establish a Project Budget in the Amount of \$AMOUNT for SERVICES; (IF REQUIRED and Consideration of Related Budget Revision XXXX-XX.)</p> <p><b>Department Name:</b> PW</p> <p><b>Drop Dead Date:</b></p>	<p><b>Business</b></p> <p><b>Length of Presentation:</b></p> <p><b>Sponsors:</b> Sara Rhoton, Capital Projects &amp; Facilities Manager and Eric Martinez, Deputy Public Works Director</p>
AGR0975-23	<p><b>General Services Agreement</b></p> <p>Award of Agreement No. 24-25 in the Amount of \$AMOUNT plus Applicable Gross Receipts Tax to CONTRACTOR for the Golf Course Practice Range Pole and Netting Containment Project; Establish a Project Budget in the Amount of \$AMOUNT for SERVICES; (IF REQUIRED and Consideration of Related Budget Revision XXXX-XX.)</p> <p><b>Department Name:</b> PW</p> <p><b>Drop Dead Date:</b></p>	<p><b>Business</b></p> <p><b>Length of Presentation:</b></p> <p><b>Sponsors:</b> Sara Rhoton, Capital Projects &amp; Facilities Manager and Eric Martinez, Deputy Public Works Director</p>
17680-23	<p><b>Briefing/Report (Dept,BCC) - Action Requested</b></p> <p>Approval of Authorized Signers for County Bank and Investment Accounts</p> <p><b>Department Name:</b> ASD</p>	<p><b>Consent</b></p> <p><b>Length of Presentation:</b></p>

File Number	Title	
	<b>Drop Dead Date:</b>	<b>Sponsors:</b> Helen Perraglio, Chief Financial Officer, Beatrice Odezulu, Account Operations Manager and Melissa Dadzie, Deputy Chief Financial Officer
<b>17776-23</b>	<b>Briefing/Report (Dept,BCC) - Action Requested</b>	<b>Consent</b>
	Vacation of Easement Within Lot 273A, a Subdivision of Western Area No. 1 (1331A 46th Street)	
	<b>Department Name:</b> DPU	<b>Length of Presentation:</b>
	<b>Drop Dead Date:</b>	<b>Sponsors:</b> James Alarid, Deputy Utilities Manager - Engineering
<b>AGR0979-23</b>	<b>General Services Agreement</b>	<b>Consent</b>
	Approval of Services Agreement No. AGR24-xx with [vendor] in the amount of \$[amount], plus Applicable Gross Receipts Tax, for the Purpose of Environmental Consulting Services in Support of the U.S.F.S. Land Transfers to Los Alamos County	
	<b>Department Name:</b> DPU	<b>Length of Presentation:</b>
	<b>Drop Dead Date:</b>	<b>Sponsors:</b> James Alarid, Deputy Utilities Manager - Engineering
<b>17533-23</b>	<b>Briefing/Report (Dept, BCC) - No action requested</b>	<b>Council Business</b>
	Animal Shelter Update	
	<b>Department Name:</b> CC	<b>Length of Presentation:</b>
	<b>Drop Dead Date:</b>	<b>Sponsors:</b> County Council - Regular Session and Dino Sgambellone, Police Chief
<b>17750-23</b>	<b>Briefing/Report (Dept,BCC) - Action Requested</b>	<b>Council Business</b>
	County Manager's Report for August 2023	
	<b>Department Name:</b> CMO	<b>Length of Presentation:</b>
	<b>Drop Dead Date:</b>	<b>Sponsors:</b> Steven Lynne, County Manager
<b>17552-23</b>	<b>Briefing/Report (Dept, BCC) - No action requested</b>	<b>Council Business</b>
	Tickler Report of Upcoming Agenda Items	
	<b>Department Name:</b> Tickler Report of Upcoming Agenda Items	<b>Length of Presentation:</b>
	<b>Drop Dead Date:</b>	<b>Sponsors:</b> County Council - Regular Session
<b>17721-23</b>	<b>Briefing/Report (Dept, BCC) - No action requested</b>	<b>Proclamation</b>
	Proclamation Declaring the Month of October 2023 as "Arts & Culture Month" (Accepted by Los Alamos MainStreet & Creative District Executive Director Jacquelyn Connolly and Los Alamos Arts Council Director Brandi Engeman)	
	<b>Department Name:</b> CP&R	<b>Length of Presentation:</b>
	<b>Drop Dead Date:</b>	<b>Sponsors:</b> Daniel Ungerleider
<b>RE0562-23</b>	<b>Resolution</b>	<b>Public Hearing</b>
	Incorporated County of Los Alamos Resolution No. 23-33: A Resolution Authorizing the Utilities Manager and The Deputy Utilities Manager - Finance and Administration, to Execute Documents with the New Mexico Environment Department on Behalf of the Incorporated County of Los Alamos Relating to the Jemez Mountain Fire Protection Project Pipeline	

File Number	Title
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Construction, Special Appropriation Project SAP 23-H2437-GF  
**Department Name:** DPU **Length of Presentation:**  
**Drop Dead Date:** **Sponsors:** James Alarid

**RE0559-23 Resolution Public Hearing**

Incorporated County of Los Alamos Resolution No. 23-31, a Resolution Authorizing the Utilities Manager and the Deputy Utilities Manager - Finance And Administration, to Execute Documents with the New Mexico Environment Department on Behalf of Los Alamos County Relating to a Water Production Pipeline Along New Mexico Highway 4 in Los Alamos, Special Appropriation Project Number SAP 22-G2352-STB  
**Department Name:** DPU **Length of Presentation:**  
**Drop Dead Date:** **Sponsors:** Philo Shelton and Karen Kendall

**CO671-23b Code Ordinance Public Hearing**

Incorporated County of Los Alamos Code Ordinance No. 02-351; An Ordinance Amending Chapter 40, Article III, Sections 40-121, 40-122, and 40-123 of the Code of the Incorporated County of Los Alamos Relating to Electric Rate Schedules, Customer Service Charges and Electric Energy Charges  
**Department Name:** DPU **Length of Presentation:**  
**Drop Dead Date:** **Sponsors:** Philo Shelton and Karen Kendall

**Agenda Date: 10/10/2023**

**17711-23 Briefing/Report (Dept,BCC) - Action Requested Business**

Approval of Memorandum of Understanding with Rio Arriba County to Cooperate in Economic and Community Development Projects  
**Department Name:** CDD **Length of Presentation:**  
**Drop Dead Date:** **Sponsors:** Daniel Ungerleider

**17175-23 Briefing/Report (Dept,BCC) - Action Requested Council Business**

Board, Commission and Committee Vacancy Report  
**Department Name:** CC **Length of Presentation:**  
**Drop Dead Date:** **Sponsors:** County Council - Regular Session

**RE0554-23 Resolution Public Hearing**

Adoption of Incorporated County of Los Alamos Resolution No. 23-xx, A Resolution Removing Uncollectible Utility Accounts from the Incorporated County of Los Alamos Accounts Receivables List for - Fiscal Year 2019  
**Department Name:** DPU **Length of Presentation:**  
**Drop Dead Date:** **Sponsors:** Karen Kendall, Deputy Utilities Manager - Finance

**RE0561-23 Briefing/Report (Dept,BCC) - Action Requested Public Hearing**

Approval of Incorporated County of Los Alamos Resolution No. 23-34. Resolution of Support for a Bee City Certification.  
**Department Name:** CC **Length of Presentation:**  
**Drop Dead Date:** **Sponsors:** County Council - Regular Session